



CITY OF SARATOGA SPRINGS

City Council Meeting



February 7, 2017

City Council Room

 [Print](#)

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

1. Saratoga Economic Development Corporation (SEDC) Presentation

EXECUTIVE SESSION:

CONSENT AGENDA

1. Approval of 1/13/17 Special City Council Meeting Minutes
2. Approval of 1/17/17 City Council Meeting Minutes
3. Approval of 1/17/17 Pre-Agenda Meeting Minutes
4. Approve Budget Amendments - Insurance 2
5. Approve Budget Amendments - Regular
6. Approve Budget Transfers - Regular
7. Approve Payroll: 01/20/17 \$478,762.25
8. Approve Payroll: 01/27/17 \$717,057.94
9. Approve Payroll: 02/03/17 \$462,653.73
10. Approve Resolution for Use of Insurance Reserve
11. Approve Warrant - 2016 Mid Warrant 16MWDEC4 \$34,526.91
12. Approve Warrant - 2016 Mid Warrant 16MWDEC5 \$465.94
13. Approve Warrant - 2016 Warrant 16DEC6 \$806,957.12
14. Approve Warrant - 2017 Mid Warrant 17MWFEb1 \$1,703.50
15. Approve Warrant - 2017 Mid Warrant 17MWJAN2 \$9,209.56
16. Approve Warrant - 2017 Mid Warrant 17MWJAN3 \$3,272.47
17. Approve Warrant - 2017 Warrant 17FEB1 \$258,090.96

MAYOR'S DEPARTMENT

1. Discussion: 2017 Doppelt Rail to Trail Grant
 2. Discussion and Vote: Resolution in Support to Bring Ride-Sharing to Upstate NY
 3. Discussion and Vote: Authorization to pay 2 invoices to Miller, Mannix, Schachner & Hafner, LLC
 4. Discussion and Vote: Easement for 144 Spring Street Property
 5. Discussion and Vote: Accept EDPL Determination and Findings for Geyser Road Project
 6. Announcement: Pitney Farm Workshop - March 5, 2-4PM at Universal Preservation Hall
-

ACCOUNTS DEPARTMENT

1. Award of Bid: Audit Services to BST and Co. CPAs, LLP
 2. Appointment: Commissioner of Deeds
 3. Announcement: Meeting Regarding Special Events
-

FINANCE DEPARTMENT

1. Announcement: Appointment of Temporary Deputy Commissioner of Finance
 2. Discussion and Vote: 2017 Annual Tax Resolution
 3. Discussion and Vote: Authorization for the mayor to sign Contract Addendum with Fibertech for Increase of City Hall Internet Speed
 4. Discussion and Vote: Authorization for the mayor to sign Audit Contract with BST Co. CPAs LLP
 5. Discussion and Vote: Budget Transfers - Payroll
 6. Announcement: Key Points Governor's FY 2018 Executive Budget
-

PUBLIC WORKS DEPARTMENT

1. Announcement: Appointment- Deputy Commissioner of Public Works
 2. Discussion and Vote: Authorization for the Mayor to sign change order #1 with PCC Contracting Inc for the Canfield Casino Ballroom Restoration Project
 3. Discussion and Vote: Authorization for the Mayor to sign City Application for Tree City USA Certification
-

PUBLIC SAFETY DEPARTMENT

1. Set Public Hearing: Amend Chapter 225, Article IX, subsection 225-87 Time Limit Parking
 2. Set Public Hearing: Amend Chapter 225, Article IX, subsection 225-77 schedule XII Stop Intersections
 3. Discussion and Vote: Authorization for Mayor to sign contract with Empire Ambulance
 4. Discussion and Vote: Accept donation of a Standard bred pace for the Police Department Mounted Division
 5. Authorization for a CSEA City Hall employee to withdrawal upto 70 hours from the Sick Bank and to transfer 320 hours of sick time donated from an employee
 6. Discussion and Vote: Authorization for Mayor to sign renewal lease agreements with Ricoh
 7. Discussion: Third Fire/EMS Station
 8. Set Public Hearing: SPA (Saratoga Places for All) Housing Zoning Ordinance
-

SUPERVISORS

1. Matthew Veitch

1. NYSAC Legislative Conference Report
2. Racing & Gaming Committee
3. 2017 Saratoga County Rabies Clinics

2. Peter Martin

1. Report: Public Health Committee
2. NYSAC Conference
3. Senator Marchione's Legislative Agenda
4. Governor's Meeting

ADJOURN



January 13, 2017

CITY OF SARATOGA SPRINGS
City Council Meeting
City Council Room
1:00 PM

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATIONS

EXECUTIVE SESSION

CONSENT AGENDA

MAYOR'S DEPARTMENT

1. Nothing at this time

ACCOUNTS DEPARTMENT

1. Award of Bid: Casino Dining Room Rehab – Plaster Repairs to PCC Contracting, Inc.

FINANCE DEPARTMENT

1. Nothing at this time.

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for the Mayor to Sign Contract with PCC Contracting, Inc. for the Canfield Casino Ballroom & Parlor Restoration Project

PUBLIC SAFETY DEPARTMENT

1. Nothing at this time.

SUPERVISORS

1. Nothing at this time.

ADJOURN



January 13, 2017

CITY OF SARATOGA SPRINGS
City Council Meeting
City Council Room
1:00 PM

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

STAFF PRESENT: Meg Kelly, Deputy Mayor
Lynn Bachner, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts
Eileen Finneran, Deputy Commissioner, DPS

EXCUSED: Vincent DeLeonardis

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 1:02 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.

Mayor Yepsen opened the public comment period at 1:03 p.m.

No one spoke.

Mayor Yepsen closed the public comment period at 1:03 p.m.

MAYOR'S DEPARTMENT

Nothing at this time.

ACCOUNTS DEPARTMENT

Award of Bid: Casino Dining Room Rehab – Plaster Repairs to PCC Contracting, Inc. (17-006)

Commissioner Franck moved and Commissioner Scirocco seconded to award the bid for the Casino Dining Room Rehab – Plaster Repairs to PCC Contracting, Inc. for an amount not to exceed \$389,475.00.

Ayes - All

FINANCE DEPARTMENT

Nothing at this time.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for the Mayor to Sign Contract with PCC Contracting, Inc. for the Canfield Casino Ballroom & Parlor Restoration Project (17-007)

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign a contract with PCC Contracting, Inc. for the Canfield Casino Ballroom Restoration Project in the amount of \$389,475.

Ayes - All

PUBLIC SAFETY DEPARTMENT

Nothing at this time.

SUPERVISORS

Nothing at this time.

ADJOURNMENT

There being no further business, Mayor Yepsen adjourned the meeting at 1:08 p.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:



January 17, 2017

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

6:50 P.M. P.H. – Eminent Domain – Geyser
Road

7:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATIONS

1. Saratoga Convention and Tourism Bureau

EXECUTIVE SESSION

CONSENT AGENDA

1. Approval of 1/3/17 City Council Meeting Minutes
2. Approval of 12/14/16 Special City Council Meeting Minutes – Affordable Housing
3. Approval of 12/29/16 City Council Meeting Minutes
4. Approve Resolution for the Use of the Insurance Reserve – 1 (2017)
5. Approve Resolution for the Use of the Insurance Reserve – 23 (2016)
6. Approve Resolution for the Use of the Insurance Reserve – 24 (2016)
7. Approve Budget Amendments – Insurance Reserve – 1
8. Approve Budget Amendments – Insurance Reserves – 23, 24
9. Approve Budget Amendments (Increases-16)
10. Approve Budget Amendments (Increases-17)
11. Approve Budget Transfers – Regular
12. Approve Payroll: 1/6/17 \$442,816.69
13. Approve Payroll: 1/13/17 \$554,448.99
14. Approve Warrant: 2016 Mid – 16MWDEC3: \$124,261.58
15. Approve Warrant: 2016 REG – 16DEC5: \$385,715.73
16. Approve Warrant: 2017 Mid - 17MWJAN1: \$424.14
17. Approve Warrant: 2017 REG – 17JAN2: \$938,440.22

MAYOR'S DEPARTMENT

1. Appointment: Alternate to Planning Board
2. Appointment: Alternate to Zoning Board of Appeals
3. Appointment: Downtown Special Assessment District Board
4. Discussion and Vote: Authorization for Mayor to Execute Property Acquisition Steps for Geyser Road Bicycle-Pedestrian Trail
5. Announcement: Update from the Governor's State of the State

6. Announcement: New Date for State of the City Address: January 30, 2017 at 6 p.m., Saratoga Springs City Center

ACCOUNTS DEPARTMENT

1. Appointment: Board of Assessment Review Member
2. Announcement: Meeting Regarding Special Events

FINANCE DEPARTMENT

1. Discussion and Vote: Bond Resolution
2. Discussion and Vote: Authorization for Commissioner of Finance to Sign Letter of Authority for Onyx to Act as Agent on Behalf of Saratoga Springs Regarding National Grid Interconnection for the Spa Solar Park
3. Discussion and Vote: Budget Transfers – Payroll
4. Discussion: Budget Policies and Procedures – Charter Review Commission

PUBLIC WORKS DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Change Order with Trinity Construction, Inc. for the Adams Street Pump Station Mechanical Upgrade Project
2. Discussion and Vote: Approve to Pay Invoice – Kubricky Construction Corp.

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Agreement with Wellness Farms
2. Discussion and Vote: Accept Donations
3. Announcement: SPA Housing Sponsorship

SUPERVISORS

Matthew Veitch

1. Saratoga County Organizational Meeting and Committee Assignments
2. NYS Indigent Legal Defense Bill
3. Governor's 2017 Proposal for Counties to Develop Consolidation Plans
4. Racing & Gaming Committee
5. Saratoga County Prosperity Partnership Small Business Development Workshop Series

Peter Martin

1. County Organizational Meeting
2. Equalization and Assessment
3. Social Programs
4. Senior Advisory Committee
5. County response to Momentive Strike

ADJOURN



January 17, 2017

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City Council Room
7:00 PM

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

STAFF PRESENT: Meg Kelly, Deputy Mayor
Lynn Bachner, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts
Eileen Finneran, Deputy Commissioner, DPS

Vincent DeLeonardis

Matthew Veitch, Supervisor
Peter Martin, Supervisor

RECORDING OF PROCEEDING

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PUBLIC HEARING

Eminent Domain – Geyser Road

Mayor Yepsen opened the public hearing at 6:54 p.m.

Brad Birge of the Planning Department stated this relates to the Geyser Road Trail and the property acquisition for that. We are following a strict eminent domain law proceeding. Jim Deloria of RK Hite was introduced by Brad.

Jim read a prepared script into the record (attached).

Peter Faith of Greenman-Pedersen, Inc. made a presentation to the Council. He reiterated what the project is and reviewed a timeline of events. (copy of presentation attached)

Jim continued to read from the script (attached) to follow the strict eminent domain law proceeding.

Beth Seriani of 15 Magnolia Drive - daughter of Marie and Jack Pompei who reside at 11 Geyser Road presented several questions to the Council such as who is responsible for the maintenance of the trail that goes through businesses, private property, and the school; who is responsible for lawsuits that result on

the trail that goes through a business, private driveway, and parking lot. Where will the funds come from to maintain the trail?

Carl Slate of Harris Beach Law Firm is here representing Saratoga Spring Water Company. He submitted exhibits into the record. He is here in response to a notice received 5 days ago. Notice was not provided within a 10 day time period as required. The issue here is safety. The bikers will be coming down a significant grade. There are employees and large trucks that go in and out of Saratoga Spring Water.

Mayor Yepsen closed the public hearing at 7:30 p.m.

CALL TO ORDER

Mayor Yepsen called the meeting to order at 7:30 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.

Mayor Yepsen opened the public comment period at 7:31 p.m.

Pat Kane of Saratoga Springs and member of the Charter Review Commission stated the Commission has reviewed and voted in favor of their projections for their general expenses and special election. The Commission also had a lengthy discussion of a general versus special election and the timing of a special election.

Bob Turner of Saratoga Springs and chair of the Charter Review Commission stated the Commission has gotten down to drafting a new Charter. They talked about the number of members of the City Council – they feel 7 is the right number; they talked about term length – they feel 4 years is the right number; and they feel ward elections will get new blood into the City.

Mayor Yepsen closed the public comment period at 7:37 p.m.

PRESENTATION

Saratoga Convention and Tourism Bureau

Todd Garafano of the Convention and Tourism Bureau presented to the City Council. Heather McElhiney, director of the center. (copy of presentation attached)

Heather advised of some of the highlights of 2016 including carpet being replaced; new brochure rack purchased; reworked heritage displays for better space usage; phone system upgrade; increased staffing and volunteer levels; served as a venue for several community events; greeted over 2,450 motor coach passengers; and increased the number of conference room rentals and after hours event rentals. They won the Trip Advisor Award of Excellence. They have over 10,000 contacts in their database and built their social media presence.

Todd showed pictures of how the Visitor Center looks now with the new carpet, new brochure racks, and the flat screen televisions which continually scroll events.

Heather shared some of their goals for 2017.

CONSENT AGENDA

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

1. Approval of 1/3/17 City Council Meeting Minutes
2. Approval of 12/14/16 Special City Council Meeting Minutes – Affordable Housing
3. Approval of 12/29/16 City Council Meeting Minutes
4. Approve Resolution for the Use of the Insurance Reserve – 1 (2017)
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7. Approve Budget Amendments – Insurance Reserve – 1
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16. Approve Warrant: 2017 Mid - 17MWJAN1: \$424.14
17. Approve Warrant: 2017 REG – 17JAN2: \$938,440.22

Ayes – All

MAYOR'S DEPARTMENT

Appointment: Alternate to Planning Board

Mayor Yepsen appointed Abby Wolfson to be the alternate for the Planning Board. She will serve a 2 year term.

Appointment: Alternate to Zoning Board of Appeals

Mayor Yepsen re-appointed Oksana Ludd to be the alternate for the Zoning Board of Appeals for a 2 year term.

Appointment: Downtown Special Assessment District Board

Mayor Yepsen appointed Amy Smith to the Downtown Special Assessment District Board.

Discussion and Vote: Authorization for Mayor to Execute Property Acquisition Steps for Geyser Road Bicycle-Pedestrian Trail (17-008)

Mayor Yepsen moved and Commissioner Mathiesen seconded to authorize the mayor to execute property acquisition steps for Geyser Road bicycle-pedestrian trail.

Ayes - All

Announcement: Update from the Governor's State of the State

Mayor Yepsen announced the governor emphasized the reduction of property tax; he announced the proposal of \$200 million for the largest multi-use trail system in the U.S.; he is focusing on bringing international tourism with this trail; he is in favor of the ride-share program in upstate; he is investing in infrastructure; he is proposing college free tuition for state schools; he is proposing doubling the state credit for child care; and he is proposing a state review board to help cap the cost of drugs in New York.

Announcement: New Date for State of the City Address: January 30, 2017 at 6 p.m., Saratoga Springs City Center

Mayor Yepsen announced the State of the City Address has been moved to January 30, 2017 at 6 p.m. at the Saratoga Springs City Center.

ACCOUNTS DEPARTMENT

Appointment: Board of Assessment Review Member

Commissioner Franck re-appointed Jim Martinez to the Board of Assessment Review for a 5 year term. Jim was originally appointed in 2012 to the board – this will be his 2nd term. His appointment is effective immediately and will end September 2021.

Announcement: Meeting Regarding Special Events

Commissioner Franck announced that a meeting has been scheduled for Wednesday, February 8th at the Holiday Inn from 5:30 – 6:30 p.m. regarding special events. There will be a panel to discuss the changes in the application and describe the City's involvement in special events; and to take questions from the various organizations.

Maire Masterson stated the change made to the application is the time filing. She thanked the Chamber, Department of Public Safety, and the IT Department for all their help with this.

FINANCE DEPARTMENT

Discussion and Vote: Bond Resolution (17-009)

Commissioner Madigan advised the amount is \$6,116,574 and includes all items in the 2017 capital budget that require bonding with the exception of the Canfield Casino. It also includes amount for the Greenbelt Trail connector.

Commissioner Madigan moved and Commissioner Scirocco seconded to approve the 2017 bond resolution as distributed with the agenda.

Roll Call:

**Commissioner Franck – Aye
Commissioner Madigan - Aye
Commissioner Scirocco – Aye
Commissioner Mathiesen – Aye
Mayor Yepsen - Aye**

Discussion and Vote: Authorization for Commissioner of Finance to Sign Letter of Authority for Onyx to Act as Agent on Behalf of Saratoga Springs Regarding National Grid Interconnection for the Spa Solar Park (17-010)

Commissioner Madigan stated the City voted to assign our power purchase agreement to Onyx as a result of SunEdison going bankrupt. National Grid is requiring the letter of authority from the City for Onyx to act as our agent. Today we received DEC post closure permit for the solar park.

Commissioner Madigan moved and Commissioner Franck seconded to approve the Commissioner of Finance's signature on the letter of authority for Onyx to act as agent on behalf of the Saratoga Springs National Grid Interconnection for the Spa Solar Park as distributed with the agenda.

Ayes - All

Discussion and Vote: Budget Transfers – Payroll (17-011)

Commissioner Madigan moved and Commissioner Scirocco seconded to approve the 2017 budget transfers – payroll which were distributed with the agenda.

Ayes – All

Discussion: Budget Policies and Procedures – Charter Review Commission

Commissioner Madigan stated the Charter Review Commission does not have a budget at this time. The 2016 budget was closed with an amount remaining of \$16,600. No additional funds requests were made by the Mayor's Department or the Charter Commission during the 2017 budget season. The City has the ability to appropriate funds as necessary to defray Commission expenses. A budget amendment can be submitted to amend the City's 2017 budget. To date nothing has been received. The Charter Commission needs an amendment and appropriation and should not be expending funds until that has been put in place.

Commissioner Scirocco stated it appears most of the information they have received to date has been coming from the newspapers. He is concerned about the tax payer dollars that are going to be spent.

Commissioner Madigan stated at this point she is mostly concerned with funding.

Mayor Yepsen stated as soon as she received the budget from the Commission she forwarded it to the Council. She hoped each member of the Council who wanted to meet with the Commission to learn more would do so.

Bob Turner, chair of the Commission stated the rules are spelled out in the memo Tony Izzo sent to the Council.

Commissioner Franck asked if a survey was done to the general residents of Saratoga Springs.

Bob Turner advised they did not survey the residents. They did surveys about why candidates do or don't run for office under the commission form of government versus other forms of government. Only 23% felt they could serve under the commission form of government.

Commissioner Franck stated what it comes down to a budget has been sent and he wants to know when the 45 day clock starts.

Tony Izzo stated it is in the memo he sent the Council. City officials have 45 days from their request to provide the sum to defray expenses. If that is not done within the 45 days, after 45 days, the mayor can certify the amount or any amount up to that amount and that amount becomes a charge upon the City by law. There is not a lot of good solid law on this.

Commissioner Franck asked what constitutes a request?

Tony Izzo stated there is not a lot of rules on that.

Mayor Yepsen stated she asked the Commission to forward their request so that is their request.

Commissioner Franck confirmed the 45 days started when they sent their budget to the mayor.

Commissioner Madigan stated we have a problem, liability is being incurred on behalf of the taxpayer and there is no appropriation.

Tony Izzo stated they did submit a request for funds.

Commissioner Franck stated they have to vote at a meeting. When did the 45 days start?

Tony Izzo stated the 45 days started when they made their request.

Commissioner Franck asked if they need to follow the City's Purchasing Policy?

Tony Izzo stated the Commission probably has more flexibility to hire people than the City does.

Commissioner Franck stated a vote has to be taken as Commissioner Madigan can't move the funds without it.

Commissioner Madigan stated a request from the Charter Commission is not enough to let her move the money.

Mayor Yepsen suggested they hold a special City Council meeting and put on the agenda a budget transfer.

Commissioner Madigan advised the mayor she needs to forward a budget transfer request to get this rolling.

Commissioner Franck stated the question is if it is reasonable to spend \$37,000 on a special election.

Bob Turner stated the Charter will not get the news attention that the general election will get.

Commissioner Franck stated he is not going to support spending \$37,000 for 1/3 of the people to show up. A document hasn't even been written.

Bob Turner stated their time table is to be done drafting it mid February.

Commissioner Madigan stated she too does not see expending funds for a special election. Nothing has been vetted. This deserves to have the most voters come out to vote.

Commissioner Mathiesen stated there is a problem with objectivity as this proposal deals with the elimination of all 5 of these positions. How objective can this Council be?

Commissioner Madigan stated \$37,000 is a lot of money when it comes to taxpayer money.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Change Order with Trinity Construction, Inc. for the Adams Street Pump Station Mechanical Upgrade Project (17-012)

Commissioner Scirocco stated this change order is for items uncovered during work and not known previously. This change order will include: changes to the configuration, additional concrete work in the wet well; additional days of bypass pumping; and extension of contract times.

Commissioner Scirocco moved and Commissioner Franck seconded to authorize the mayor to sign change order #1 with Trinity Construction, Inc. for the Adams Street Pump Station Mechanical Upgrade Project in the amount of \$12,560.96.

Ayes - All

Discussion and Vote: Approve to Pay Invoice – Kubricky Construction Corp. (17-013)

Commissioner Scirocco stated they received many complaints in December regarding flooding on Bolster Lane. DPW order equipment from Kubricky Construction to mill and pave that road to eliminate the flooding issues.

Commissioner Scirocco moved and Commissioner Madigan seconded to approve the payment of invoice to Kubricky Construction Corp. in the amount of \$3,792.50.

Ayes - All

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Agreement with Wellness Farms (17-014)

Commissioner Mathiesen stated this is to provide boarding for the police horses. They will pay \$600 per month and is a 2 year agreement ending December 31, 2018.

Commissioner Mathiesen moved and Commissioner Franck seconded to authorize the mayor to sign the agreement with Wellness Farms.

Ayes - All

Discussion and Vote: Accept Donations (17-015)

Commissioner Mathiesen advised they received 3 donations: \$840 for a bullet proof canine vest, a donation of \$100 to the Fire Department from Steven and Lorraine Johnson, and \$100 from Robert and Marsha Metzger to help establish a crosswalk sign in the memory of Susan Morehouse.

Commissioner Mathiesen moved and Commissioner Madigan seconded to accept the donations in the amount of \$1,040.

Ayes - All

Announcement: SPA Housing Sponsorship

Commissioner Mathiesen announced he is taking over the sponsorship of the SPA Housing Ordinance from Sustainable Saratoga. They will set a public hearing in the future.

Commissioner Mathiesen moved and Commissioner Madigan seconded to add an agenda item to his agenda regarding the Union Avenue parcel determination.

Ayes - All

Announcement: Union Avenue Parcel Determination

Commissioner Mathiesen advised there has been an attorney general determination made regarding the sale of the parcel on Union Avenue. We may be able to make other arrangements from here.

SUPERVISORS

Matthew Veitch

Supervisor Veitch stated the County did vote today to re-award the \$100,000 to the City for the Pitney Farm.

Saratoga County Organizational Meeting and Committee Assignments

Supervisor Veitch reported Ed Kinowski was elected as the chair of the board and John Collier as vice-chair. He has been appointed to the Racing and Gaming Committee (chair), Equalization and Assessment Committee, Veteran's Committee, Law and Finance Committee, Saratoga Casino and Hotel Foundation, NYRA Local Advisory Board, Saratoga County Capital Resource Corporation, Saratoga County Prosperity Partnership, Vice-Chair of NYSAC Public Safety Committee, Telecommunications and Technology Steering Committee, Saratoga County Law Library Board, and Chair of the Open Space Committee at the City.

NYS Indigent Legal Defense Bill

Supervisor Veitch reported this is also called the Public Defense Mandate Relief Act. This is a state mandate cost.

Governor's 2017 Proposal for Counties to Develop Consolidation Plans

Supervisor Veitch reported counties have to coordinate services. The tax payers will be voting on these items as a referendum in November.

Racing & Gaming Committee

Supervisor Veitch reported he has been appointed as chair to this committee. There was a public hearing at the senate racing committee. The governor's plan includes the re-privatization of NYRA. The racetrack has the highest overall paid attendance of all New York State sports venues.

Saratoga County Prosperity Partnership Small Business Development Workshop Series

Supervisor Veitch reported stated this is a new program this year.

Peter Martin

County Organizational Meeting

Supervisor Martin reported the County chose the Saratogian and Daily Gazette and their official newspapers. He was appointed to Equalization and Assessments, Public Health, Social Programs, and Racing and Gaming.

Equalization and Assessment

Supervisor Martin reported they set the date and time to the first quarter auction. There are close to 100 properties on the list at this time.

Social Programs

Supervisor Martin reported they authorized payment for a software program for pre-school special education. They renewed for 1 year with a 1 year option the lease agreement for the Capital District Youth Center for incarceration of violent youths. This is next to the Albany County prison.

Senior Advisory Committee

Supervisor Martin reported they put together an action plan for the year including increasing mobility for an age friendly community, advocate for seniors through county, state, and federal government officials, and reach out to the homebound.

County response to Momentive Strike

Supervisor Martin reported the Sheriff's Department has provided deputies at the strike site since November 2, 2016. This was all overtime. The sheriff sent a letter to the officials at Momentive stating he is pulling deputies off the strike site.

ADJOURNMENT

There being no further business, Mayor Yepsen adjourned the meeting at 9:38 p.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:



January 17, 2017

CITY OF SARATOGA SPRINGS
City Council Pre-Agenda Meeting
9:30 AM

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

STAFF PRESENT: Meg Kelly, Deputy Mayor
Lynn Bachner, Deputy Commissioner, Finance
Maire Masterson, Deputy Commissioner, Accounts

Vince DeLeonardis, City Attorney

Matthew Veitch, Supervisor
Peter Martin, Supervisor

EXCUSED: Eileen Finneran, Deputy Commissioner, DPS

CALL TO ORDER

Mayor Yepsen called the meeting to order at 9:34 a.m.

PUBLIC HEARINGS

Eminent Domain – Geyser Road

No comments.

PRESENTATION

Saratoga Convention and Tourism Bureau

Mayor Yepsen advised she has asked Todd Garafano from the Convention and Tourism Bureau to give the Council an update on how they are doing since they took over the Visitor Center.

EXECUTIVE SESSION

Mayor Yepsen advised there will be an executive session after this meeting to discuss the acquisition of real property; pending litigation regarding hotel tax; and collective bargaining agreement with CSEA City Hall Unit.

CONSENT AGENDA

1. Approval of 1/3/17 City Council Meeting Minutes
2. Approval of 12/14/16 Special City Council Meeting Minutes – Affordable Housing
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No comments.

MAYOR'S DEPARTMENT

Appointment: Alternate to Planning Board

No comments.

Appointment: Alternate to Zoning Board of Appeals

No comments.

Downtown Special Assessment District Board

No comments.

Discussion and Vote: Authorization for Mayor to Execute Property Acquisition Steps for Geyser Road Bicycle-Pedestrian Trail

Brad Birge of the Planning Department advised there are several little properties that we will need to acquire in order for the trail work to continue. We are following a strict eminent domain procedure law. Up to \$80,000 has been set aside for right-of-way acquisition.

Discussion and Vote: Resolution in Support to Bring Ride-Sharing to Upstate NY

Mayor Yepsen stated the Governor addressed this in his state of the state.

Commissioner Mathiesen stated he has questions and concerns. He wonders what affect this will have on the cab industry in Saratoga Springs. He doesn't get complaints about cabs.

Commissioner Franck stated the only complaints his department gets now is unlicensed cabs during track season.

Commissioner Mathiesen stated he has questions regarding insurance and hasn't heard much about particulars of ride sharing versus regular cab service. There are questions about background checks on the people provide the ride sharing service.

Commissioner Madigan stated she agrees. She has used Uber a number of times and twice had drivers pick her up that weren't from the area and didn't know where they were going.

Marilyn Rivers, director of risk and safety, advised the City is working with the CDTA Taxi Commission. They will be the governing body for the 4 county region. There is question about fingerprinting for Uber drivers. They will be using our LENS and taxi databases.

Commissioner Mathiesen state he attended one of the meetings with CDTA and it does seem we run a better system than anyone else.

Mayor Yepsen stated since there are so many questions and concerns, she has no problem delaying this to the next meeting.

Announcement: Update from the Governor's State of the State

No comments.

Announcement: New Date for State of the City Address: January 30, 2017 at 6 p.m., Saratoga Springs City Center

No comments.

Mayor Yepsen added an item to her agenda: Discussion and Vote: Authorization for Mayor to Approve a Stipend for Lisa Shields.

ACCOUNTS DEPARTMENT

Appointment: Board of Assessment Review Member

No comments.

Announcement: Meeting Regarding Special Events

Maire Masterson advised this will be held February 8th at the Holiday Inn from 5:30 – 6:30 p.m.

FINANCE DEPARTMENT

Discussion and Vote: Bond Resolution

Commissioner Madigan stated the amount is for \$6,117,000 and covers all items approved in the 2017 capital budget which require bonding and includes the City's cost for the Greenbelt Trail connector. This will authorize the Commissioner of Finance to do the financing as needed.

Discussion and Vote: Authorization for Commissioner of Finance to Sign Letter of Authority for Onyx to Act as Agent on Behalf of Saratoga Springs Regarding National Grid Interconnection for the Spa Solar Park

Commissioner Madigan stated Onyx has been working towards the start date of this spring. National Grid is requiring a letter on letterhead from the City giving authority to Onyx to act as the City's agent.

Discussion and Vote: Budget Transfers – Payroll

No comments.

Commissioner Madigan advised she is adding one item to her agenda: Discussion: Budget Policies and Procedures.

PUBLIC WORKS DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Change Order with Trinity Construction, Inc. for the Adams Street Pump Station Mechanical Upgrade Project

Tim Wales, city engineer, advised this change order is for an adjustment to the project to get the new equipment to fit in the well.

Discussion and Vote: Approve to Pay Invoice – Kubricky Construction Corp.

Commissioner Scirocco advised milling and paving was required on Bolster Lane. The amount of the invoice is \$3,792.50.

PUBLIC SAFETY DEPARTMENT

Discussion and Vote: Authorization for Mayor to Sign Agreement with Wellness Farms

No comments.

Discussion and Vote: Accept Donations

No comments.

Commissioner Mathiesen advised he is adding one item to his agenda: Announcement: Sponsoring SPA Housing Ordinance.

SUPERVISORS

MATTHEW VEITCH

1. Saratoga County Organizational Meeting and Committee Assignments
2. NYS Indigent Legal Defense Bill
3. Governor's 2017 Proposal for Counties to Develop Consolidation Plans
4. Racing & Gaming Committee
5. Saratoga County Prosperity Partnership Small Business Development Workshop Series

PETER MARTIN

1. County Organizational Meeting
2. Equalization and Assessment
3. Social Programs
4. Senior Advisory Committee
5. County response to Momentive Strike

EXECUTIVE SESSION

Mayor Yepsen moved and Commissioner Mathiesen seconded to adjourn to executive session to talk about 3 issues – proposed acquisition of real property, pending litigation on the hotel tax litigation; and contract negotiations with CSEA City Hall at 10:25 a.m.

Ayes – All

Council returned at 11:09 a.m.

Mayor Yepsen announced 2 items will appear on her agenda at the next City Council meeting as a result of this executive session.

ADJOURN

Mayor Yepsen adjourned the meeting at 11:11 a.m.

Respectfully submitted,

Lisa Ribis
Clerk

Approved:
Vote:

DRAFT

02/06/2017 10:19 |CITY OF SARATOGA SPRINGS LIVE
u05 |BUDGET AMENDMENTS JOURNAL ENTRY PROOF

|P 1
|bgamdent

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				
2017	02	42	02/07/2017	020717	BUA020717I	BUA 020717INSU 1				
1	A012	40511			PROPERTY TAX	USE OF RESTRICTED FUND BALANCE	-1,334,650.00	-25,000.00	-1,359,650.00	
	A	-01-2-0000-0-40511			-	USE INS RESERVE FOR LOSS AT GA 02/07/2017				
2	A3031964	54779			PROPERTY LOSS	PROPERTY LOSS CITY GARAGE	.00	25,000.00	25,000.00	
	A	-30-3-1932-4-54779			-	USE INS RESERVE FOR LOSS AT GA 02/07/2017				
						** JOURNAL TOTAL		0.00		

02/06/2017 10:19 |CITY OF SARATOGA SPRINGS LIVE
u05 |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				
2017 2	42									
BUA A012-40511						USE OF RESTRICTED FUND BALANCE 5				25,000.00
02/07/2017	020717INSU	020717	BUA020717I			USE INS RESERVE FOR LOSS AT GA				
BUA A3031964-54779						PROPERTY LOSS CITY GARAGE 5		25,000.00		
02/07/2017	020717INSU	020717	BUA020717I			USE INS RESERVE FOR LOSS AT GA				
									.00	.00
BUA A-2960						APPROPRIATIONS				25,000.00
02/07/2017	020717INSU	020717	BUA020717I							
BUA A-1510						ESTIMATED REVENUES		25,000.00		
02/07/2017	020717INSU	020717	BUA020717I							
						SYSTEM GENERATED ENTRIES TOTAL		25,000.00		25,000.00
						JOURNAL 2017/02/42 TOTAL		25,000.00		25,000.00

02/06/2017 10:19 | CITY OF SARATOGA SPRINGS LIVE
u05 | BUDGET AMENDMENT JOURNAL ENTRY PROOF

| P 3
| bgamdent

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2017	2	42	02/07/2017			
	A-1510					ESTIMATED REVENUES	25,000.00	
	A-2960					APPROPRIATIONS		25,000.00
						FUND TOTAL	25,000.00	25,000.00

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

LN	ORG	ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	LINE DESCRIPTION	ACCOUNT DESCRIPTION	ENTY AMEND	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTY AMEND						
2017	02	4	02/07/2017	020717	CCM020717A	BUA AMEN020717	1						
1	A103	42726	MISCELLANEOUS	LOCAL	SOURCES	REIMBURSEMENT LABOR EXPENSE							
	A	-10-3-0000-0-42726	-			RENTAL SAVOY FEBRUARY			02/07/2017		-60.00	-60.00	
2	A3031621	51964	CITY HALL	PS		SPECIAL EVENTS							
	A	-30-3-1620-1-51964	-			RENTAL SAVOY FEBRUARY			02/07/2017		60.00	60.00	
3	A103	42726	MISCELLANEOUS	LOCAL	SOURCES	REIMBURSEMENT LABOR EXPENSE							
	A	-10-3-0000-0-42726	-			RENTAL MLK EVENT 011617			02/07/2017		-150.00	-150.00	
4	A3031621	51964	CITY HALL	PS		SPECIAL EVENTS							
	A	-30-3-1620-1-51964	-			RENTAL MLK EVENT 011617			02/07/2017		150.00	150.00	
5	A104	42715	DPS	MISC	LOACL	SOURCES	DONATIONS DPS						
	A	-10-4-0000-0-42715	-			RECD DONATION ACCTD 011717			02/07/2017		-1,040.00	-1,040.00	
6	A3143412	52601	FIRE	DEPARTMENT	EQ	CAPITAL	OUTFIRE EQUIPMENT						
	A	-31-4-3410-2-52601	-			RECD DONATION ACCTD 011717			19,900.00		100.00	20,000.00	
7	A3143314	54961	TRAFFIC	CONTROL	CS		SIGNS & POSTS						
	A	-31-4-3310-4-54961	-			RECD DONATION ACCTD 011717			35,000.00		100.00	35,100.00	
8	A3143124	54970	POLICE	DEPARTMENT	CS		K-9 CARE						
	A	-31-4-3120-4-54970	-			RECD DONATION ACCTD 011717			29,000.00		840.00	29,840.00	
9	A044	41588	DPS	DEPARTMENTAL	INCOME		PUBLIC SAFETY, OTHER						
	A	-04-4-0000-0-41588	-			ASSET FORFEITURE CAR LEASE			-12,000.00		-5,700.00	-17,700.00	
10	A3143124	54720	POLICE	DEPARTMENT	CS		SERVICE CONTRACTS - PROF SERV						
	A	-31-4-3120-4-54720	-			ASSET FORFEITURE CAR LEASE			90,000.00		5,700.00	95,700.00	
											0.00		
											** JOURNAL TOTAL		

FUND	ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2017	2	4	02/07/2017	ESTIMATED REVENUES	6,950.00	
	A-1510					APPROPRIATIONS		6,950.00
	A-2960							
						FUND TOTAL	6,950.00	6,950.00

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

LN	ORG	ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	LINE DESCRIPTION	ACCOUNT DESCRIPTION	ENTITY	AMEND	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL														
2017	02		3	02/07/2017	020717	CCM020717T	BUA	TRAN020717	1					
1	A3517514	54670			CITY HISTORIAN	CS	PHONES							
	A	-35-1-7510-4-54670	-				RAP				350.00	400.00	750.00	
											02/07/2017			
2	A3011654	54670			CITY PHONE SYSTEM	CONTRACT	SERPHONES				30,000.00	-400.00	29,600.00	
	A	-30-1-1650-4-54670	-				RAP				02/07/2017			
3	A3011214	54540			MAYOR CONTRACTED SERVICES		TRAVEL				.00	500.00	500.00	
	A	-30-1-1210-4-54540	-				NO BUDGET 2017				02/07/2017			
4	A3011214	54540			MAYOR CONTRACTED SERVICES		TRAVEL				.00	100.00	100.00	
	A	-30-1-1210-4-54540	-				NO BUDGET 2017				02/07/2017			
5	A3011214	54250			MAYOR CONTRACTED SERVICES		CONFERENCE REGISTRATION				750.00	-500.00	250.00	
	A	-30-1-1210-4-54250	-				NO BUDGET 2017				02/07/2017			
6	A3011214	54440			MAYOR CONTRACTED SERVICES		BOOKS PUBLICATIONS & SUBSCRIPTI				200.00	-100.00	100.00	
	A	-30-1-1210-4-54440	-				NO BUDGET 2017				02/07/2017			

** JOURNAL TOTAL 0.00

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

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

RESOLUTION
(For Expenditure from the INSURANCE RESERVE FUND)

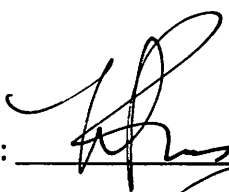
WHEREAS, the City Council of the City of Saratoga Springs established the INSURANCE RESERVE FUND on October 15, 2013 pursuant to New York State General Municipal Law 6n "to make expenditures for any loss, claim action or judgment for which the City of Saratoga Springs is authorized or required to purchase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

WHEREAS, certain property claims and casualty claims have been filed by the City, and said claims require a deductible to be paid by the City. Expenditures for such 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 the deductible for a claim at the City garage, expenditure line A3031964-54779, not to exceed \$25,000.00;

NOW, THEREFORE, BE IT RESOLVED, that payment of the above-mentioned expenditures not to exceed the amount of \$25,000.00 is hereby approved as authorized as in accordance with the INSURANCE RESERVE FUND to be placed in A3031964-54779.

Ayes: _____ Nays: _____

Dated: February 7, 2017

Director of Risk and Safety Request/Date:  2/3/17

Commissioner of Accounts John P. Franck Approval/Date:  2/6/17

City Attorney Approval/Date: APPROVES CLAIMS + PREPARE - REPORTS ON FILE

 2/3/17

2017 Doppelt Rail to Trail Grant

Project Description:

The 2017 Doppelt Rail to Trail Grant would allow the City of Saratoga Springs to complete Phase2 of the Saratoga Greenbelt Community Active Transportation Project. With the trail complete, this second phase of construction will help create marketing, education, and promotion materials as well as interpretative signage, informational kiosks, and bike racks. Signage will educate trail users by interpreting the natural environment and/or history along or near the trail and thereby enhancing the trail experience. In partnership with Saratoga Greenbelt Trail Organization, Saratoga Plan and the Saratoga Convention and Tourism Bureau, the City of Saratoga Springs will create marketing materials to promote the trail and expand the trail's web and mobile presence.

Education and the promotion of the greater Saratoga Greenbelt Trail network is vital in the City's mission to complete the remaining segments of the 24 mile trail system. Increased visual presence, both through physical signage and online and mobile efforts, will build off recent success such as a \$1.134 million DEC Climate Smart award in December of 2016 to complete the Downtown Connector segment of the SGT, increase brand recognition, and foster further community support to finance the remaining trail sections. It will serve to advance other regional and statewide trail networks such as the Zim Smith Trail and the Empire State Trail – Governor Cuomo's visionary 750-mile multi-use trail. It will also benefit another initiative –the launch of Capital District Transportation Authority's Saratoga Springs bike share program in 2017.

Key benefits of the marketing and outreach campaign include:

- Draw attention to Saratoga Springs's unique history and identity and elevate the tourist appreciation of our City,
- Increase awareness of the greater Saratoga Greenbelt Trail plan,
- Wayfinding for existing and future trail connections,
- Provide marketing links to the visionary Empire State Trail, Zim Smith Trail, and other regional trails and resources,
- Serve to inspire a feeling of stewardship in site visitors, strengthening awareness of cultural and natural resources, and
- High-quality interpretive experience without the requirements of staff or facilities to maintain.

Research, text and photos for the signage will be created in-house in conjunction with subject matter experts such as: Saratoga PLAN, Saratoga Convention and Tourism Bureau, and the Saratoga Springs History Museum. Graphic design, preparation for printing, and installation will be contracted out. Additionally, the City will continue to collaborate with the not-for-profit Saratoga Greenbelt Trail organization to cross market materials and the future trail map.

The City proposes the creation and construction of four low-profile exhibits along the pathway to highlight historic sites and site specific landscape features and two larger information kiosks at the entrance of Spring Run Trail and Railroad Run Trail sections. In addition, four bike racks will be

strategically placed along the trail. The City will research best practices and technology for the signage to include links to the greater Hudson River Greenway Trail network such as Quick Response links, Google Goggles, SnapTag, Leafsnap, and other digital technology enabling visitors to quickly link to the evolving map and be directed to additional information on the natural environment.

To further enhance and encourage the visitor's experience, the City will add a new section to the City's website with resources and informational links to recreational, scenic, natural, cultural, and historic resources along the trail. The website will link to the Saratoga Convention and Tourism Bureau and Hudson River Greenway Trail to broaden regional tourism and advance the state's goal to further promote the Hudson River Valley's world-renowned scenic, natural, historic, cultural and recreational resources. In addition, a brochure with a map of the trail will be created and will include information on the Hudson River Greenway Trail.



January 31, 2017

President Keith Laughlin
Rails-to-Trails Conservancy
2121 Ward Court, NW - 5th Floor
Washington, DC 20037

RE: 2017 Doppelt Family Trail Development Fund-Phase Two: Saratoga Greenbelt Community Active Transportation Program

Dear Mr. Laughlin,

I am pleased to write in support of the City of Saratoga Spring's application for funding from the Rails-to-Trails Conservancy for the Phase Two: Saratoga Greenbelt Community Active Transportation Program. This project would mark the second phase of construction on the trail through the completion of interpretative signage and marketing materials for the Spring Run Trail and Railroad Run trail segments of the Saratoga Greenbelt Trail.

The Saratoga Greenbelt Trail was designed to benefit our residents as well as our seasonal tourist populations, helping them navigate safely around our city and through our inner business district by bike or on foot. The trail plan was approved unanimously by our city council, and enjoys the support not only of my organization, but from a broad set of preservation, environmental, health, business and other interests who've come together to help the city see the project through to full implementation.

The Saratoga Greenbelt trail traverses Saratoga's unique heritage of Health, History and Horses, with a design that highlights the local landscape, heritage and culture of Saratoga. Running through old rail road and trolley line beds as well as City owned and private property, the trail will be the spine of our emerging alternative transportation network – not just in Saratoga Springs – but to the proposed greater trail network of the Hudson River Valley Greenway and Erie Canalway Trail network.

The Saratoga Convention & Tourism Bureau is especially excited about the additional benefits this funding would bring:

- Increase public awareness and usage of Saratoga Greenbelt Trail, the Hudson River Greenway Trail network, and the Erie Canalway Trail system.
- Educate the public on Saratoga Springs's unique history and identity and elevate the tourist appreciation of our City,
- Serve to inspire a feeling of trail stewardship in site visitors, strengthening awareness of natural and cultural resources,
- Promote active, healthy lifestyles while improving the travel safety for pedestrians and bikers.

We are pleased to support the City of Saratoga Springs Phase Two: Saratoga Greenbelt Community Active Transportation Program, and I strongly urge the Rails-to-Trails Conservancy to consider their application.

Sincerely,

Todd Garofano
President

Saratoga Convention & Tourism Bureau

2017 Doppelt Grant – Application

GRANT APPLICATION WORKSHEET

The following outline contains all of the information you will be asked to provide in the application. We suggest you prepare your responses in the worksheet below and copy/paste required information into the application form. You will need to complete the application in the form at once; you will not be able to save the information on a partially completed application.

All answers are required on the application. For those questions not applicable to your project or organization, write “N/A” in the text box.

Contact Information

First Name: Tina
Last Name: Carton
Title: Parks, Open Land, Historic Preservation/Sustainability
Email Address: tina.carton@saratoga-springs.org
Telephone: 518-587-3550 ext. 2534

Organization Information

Organization Name: City of Saratoga Springs
Address: 474 Broadway
City: Saratoga Springs
State: NY
Zip Code: 12866
Organization Website: <http://saratoga-springs.org/>
Organization Phone Number: 518-587-3550
Facebook Page URL: <https://www.facebook.com/cityofsaratogaspringsny/>
Organization Mission Statement: Established as a City in 1915, Saratoga Springs has a rich and unique heritage. Residents and visitors cherish the beauty and history of the City and its diverse surroundings. The citizens of Saratoga Springs freely offer their energies, ideas, and time to the City. As stewards of Saratoga Springs' wellbeing, they express their commitment by proactively ensuring that this is a special place to live, work, play, and raise families. The City of Saratoga Springs has a government its citizens can understand, and welcomes participation and cooperation to continue its tradition of being accountable to the people. Respects the shared commitment to protect the area's natural beauty and open spaces while promoting thoughtful and progressive development. Honors the community's past and present successes while judiciously permitting needed change.

Organization's Relationship to Project (*e.g. Project/Trail Manager = entity in charge of building and/or operations of project/trail; Friends Group = supporting organization that promotes/programs trail; Other – please describe*).

Project/Trail Manager: The Administrator of Parks, Open Lands, and Historic Preservation is responsible for the planning, management, development, and administration of a parks and open lands system within the City of Saratoga Springs and shall integrate and coordinate the activities of the Heritage Area Program, the City Historian, and all policies and programs of the City dealing with historic preservation.

Executive/Agency Director Name: Joanne Yepsen

Executive/Agency Director Title: Mayor

Executive/Agency Director Email: joanne.yepsen@saratoga-springs.org

Has your organization partnered with RTC in the past? If so, please briefly describe.

No.

Project Information

1. Project Name

Give your project a short name to easily identify it (e.g., Creekside Rail-Trail extension)

Phase2: Saratoga Greenbelt Community Active Transportation Project

2. Project Endpoints

Be as specific as possible (street intersections, city name, etc.) List the trail endpoints if the grant would support the entire trail.

City of Saratoga Springs, NY. Railroad Run: Northern Terminus - W. Circular St. and Beekman St. to southern terminus where trail reaches Rt. 50. Spring Run Trail: Eastern terminus - East Avenue and Excelsior Avenue to western terminus – Rt. 87 Adirondack Northway.

3. County/Counties

Saratoga County

4. State

NY

5. Name of Any Currently Open Trail(s) Affected

Railroad Run and Spring Run Trail segments of the Saratoga Greenbelt Trail

6. TrailLink.com ID#(s)

If one or more of the affected trails are currently open for public use, please locate them on www.traillink.com and copy/paste the TrailLink IDs, 7-digit numbers located on the right side of

the page listed with other trail facts under the photo box.

ID: 6017609 and ID: 6017226

7. Are any portions of the trail project or affected trails considered a rail-trail or rail-with-trail?

Rail-trails are public paths on former railroad corridors. Rails-with-trails are public paths that run parallel to a still-active rail line, either within the railroad corridor or immediately adjacent to it.

Yes, rail-trail

8. What uses are or will be permitted on the trail? Check all that apply.

- a. ☐ ATV/OHV
- b. ☐ Bicycling
- c. ☐ Cross-country skiing
- d. ☐ Dogs on leash
- e. ☐ Fishing
- f. ☐ Geocaching
- g. ☐ Horseback riding
- h. ☐ Inline skating
- i. ☐ Mountain bikes recommended
- j. ☐ Snowmobiling
- k. ☐ Walking/hiking/jogging/running
- l. ☐ Wheelchair accessible
- m. ☐ Other: Click or tap here to enter text.

9. What organization or agency maintains or will maintain the trail?

City of Saratoga Springs

10. If one or more of the affected trails are part of a larger city/regional trail network, please name and briefly describe the associated trail network.

Railroad Run and Spring Run Trail are part of the greater Saratoga Greenbelt Trail (SGT) network. The SGT is a visionary 24 mile shared use path that when complete will form a continuous loop around and through the city of Saratoga Springs, NY. The SGT ties together the three existing rail-trails located in Saratoga Springs (Railroad Run, Bog Meadow Trail and Spring Run Trail) and the developing Geyser Road Trail (slated for construction in early 2017). It provides connections to over 18 miles of trails within the Saratoga Spa State Park and future connections through the southern section of the park to the Zim Smith Trail, the county's major east-west, multi-use rail trail. The annual economic opportunity that the SGT offers to the community is estimated to be \$2.7 million per year in transportation, public health, environmental and tourism potential.

11. Project Summary (750 words maximum)

Write a brief description of the project that includes why the work is important and how it would help advance or strengthen trail network connections in your area.

The Saratoga Greenbelt Trail traverses Saratoga's unique heritage of "Health, History and Horses", with a design that highlights the local landscape, heritage and culture of Saratoga Springs. It connects visitors and residents to numerous National Register of Historic Places, the

City's "Valley of the Ten Springs" and "Excelsior Park" - both central to Saratoga's rise to fame as "America's First Great Resort" in the second half of the 19th Century, Frederick Law Olmsted designed Congress Park, High Rock Park, as well as the Saratoga and Schenectady Railroad later the Delaware and Hudson Railroad and a Victorian-era railroad bed.

The 2017 Doppelt Grant would allow the City of Saratoga Springs to complete Phase2 of the Saratoga Greenbelt Community Active Transportation Project. With the trail complete, this second phase of construction will help create marketing, education, and promotion materials as well as interpretative signage, informational kiosks, and bike racks. Signage will educate trail users by interpreting the natural environment and/or history along or near the trail and thereby enhancing the trail experience. In partnership with Saratoga Greenbelt Trail Organization, Saratoga Plan and the Saratoga Convention and Tourism Bureau, the City of Saratoga Springs will create marketing materials to promote the trail and expand the trail's web and mobile presence.

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- Wayfinding for existing and future trail connections,
- Provide marketing links to the visionary Empire State Trail, Zim Smith Trail, and other regional trails and resources,
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12. Total Project Cost

\$17,100

13. Grant Type Requested

Project Transformation

14. Grant Amount Requested

\$14,600

15. Minimum Grant Amount Acceptable

\$10,000

16. Budget Description

A detailed budget is not required, but rather a brief description of how you plan to use the funds. Please provide any additional information about funds leveraged or use of funds for other match requirements.

Project Management	\$2000	
Professional/Graphic Design Services	\$5000	
Equipment/Supplies/Materials	\$6200	
Construction	\$1400	
Land Acquisition	\$0	
In-kind salaries, wages, volunteer hours, and travel		\$2500
Total	\$14600	

17. Organization's Total Operating Budget

Please provide total operating budget for your most recent fiscal year.

\$ 44,013,015.51

18. Timeline

Please provide a brief description of the project timeline, including start and end date and any additional information about time sensitivities.

Phase2: Saratoga Greenbelt Community Active Transportation Project would be comprised of two separate projects – construction of signage and bike racks – and the creation of marketing materials and increased web and mobile presence. Physical construction of signage would begin after award of bid. The construction and installation of signage and bike racks would be completed in one year. The City of Saratoga Springs would partner with the Saratoga Convention and Tourism Bureau to create marketing materials and increase the City's web and mobile presence after award of bid. It is expected that this work would be completed in roughly six months.

19. Maps and Attachments

Provide a map of your trail or project area. Google Maps is preferred –please provide a link below if applicable.

Click or tap here to enter text.

If a Google Maps link is unavailable, please send a PDF copy, along with any other supporting documentation/images to grants@railstotrails.org. Please put your organization's name in the subject line (as it appears on this form).

20. Additional Information

If necessary, provide any additional comments or links (videos, websites) that support your application.

Click or tap here to enter text.

E-signature: Your Name and Title

Click or tap here to enter text.

A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF SARATOGA SPRINGS, NEW YORK

WHEREAS, the New York State Legislature is currently considering enacting legislation that would enable citizens outside of New York City to take advantage of ride sharing services for their transportation needs. These services, provided by several private companies, have been available now for some time in many places across the United States. Ridesharing has given many thousands of people a flexible and easy means of mobility, has reduced the possibility of drunk driving on our highways, has lessened overall road congestion during many hours of the day, and has made positive contributions to our environment; and

WHEREAS, this Council is aware that ridesharing also brings numerous public safety concerns. Participating drivers should be subject to appropriate security measures, insurance requirements, fingerprinting, and background checks. However, if these issues are satisfactorily addressed in the State legislation, we believe ridesharing has many benefits to offer upstate New York, including the City of Saratoga Springs.

NOW, THEREFORE, BE IT RESOLVED that this Council supports and encourages the passage of appropriate legislation to permit ridesharing companies to operate throughout New York State.

DATED:

AYES
NAYS

CITY COUNCIL OF THE CITY OF
SARATOGA SPRINGS, NEW YORK

By: John P. Franck, City Clerk

CITY OF SARATOGA SPRINGS - VOUCHER

474 Broadway Saratoga Springs, NY 12866

2016

DEPARTMENT # 1000 DEPARTMENT MayorVENDOR # 4204 VENDOR NAME Miller, Mannix, Schachner & Hafner, LLCREMIT ADDRESS: 15 West Notre Dame St., Glens Falls, NY 12801

PO#	FINAL	PARTIAL
INVOICE # and ACCOUNT #	ORG	OBJECT PROJECT \$ AMOUNT
4/26/16 Statement 28	A3618684	54720 \$2,734.50
DUE \$ 3,455.50	A3011424	54720 \$721.00
5/17/16 Statement 29	A3011424	54720 \$486.80
DUE \$1,789.50	A3011424	54440 \$1,302.70
RECEIVED BY:		
		TOTAL \$5,245.00

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



Date

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_____
Date_____
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_____
Date

Signature required for all vendors who cannot supply an invoice.

MILLER, MANNIX, SCHACHNER & HAENER, LLC
Attorneys at Law
15 West Notre Dame Street
Glens Falls, New York 12801
(518) 793-6611 - (800) 421-6166
EIN 14-1827242

CITY OF SARATOGA SPRINGS
CITY HALL
474 BROADWAY
SARATOGA SPRINGS NY 12866

Page: 1
04/25/2016
FILE NO. 11004-004
STATEMENT NO: 28

GENERAL PLANNING & ZONING MATTERS

	PREVIOUS BALANCE	CHARTER		\$340.00
			HOURS	
03/03/2016	REVIEW CHARTER ISSUES C		0.40	80.00
03/04/2016	REVIEW CHARTER RE VARIOUS ISSUES C		0.60	120.00
03/07/2016	REVIEW DEPARTMENTAL ISSUES		0.60	120.00
03/08/2016	RESEARCH AND REVIEW NYS LAW AND CITY CHARTER RE SALARY INCREASES, CONTRACT NEGOTIATION AND CITY ATTORNEY C		2.40	456.00
03/09/2016	PHONE CONFERENCE WITH MAYOR RE VARIOUS ISSUES		0.40	80.00
03/16/2016	DRAFT MEMORANDUM TO MAYOR RE PROCESS TO AMEND CHARTER RE SALARY INCREASES C		1.90	361.00
03/28/2016	REVIEW NYS LAW RE CHARTER COMMITTEES AND COMMISSIONS C		0.30	57.00
	REVISE ETHICS MATERIALS		2.10	304.50
	DRAFT ETHICS WORKSHOP OUTLINE		1.60	320.00
	REVISE ETHICS OUTLINE		0.40	80.00
03/29/2016	REVIEW CHARTER ISSUES C E		0.40	80.00
	REVISE ETHICS MATERIALS		0.30	43.50
03/30/2016	PHONE CONFERENCE WITH MAYOR RE VARIOUS ISSUES E		0.40	80.00
	REVISE ETHICS MATERIALS		0.30	43.50
03/31/2016	REVISE LOCAL LAW AND RESOLUTION RE AMENDMENT OF CITY CHARTER C		1.00	145.00
	DRAFT LOCAL LAW TO AMEND CHARTER RE SALARIES OF MAYOR AND COMMISSIONERS; DRAFT RESOLUTION TO SET PUBLIC HEARING		1.50	285.00
	REVIEW ETHICS PRESENTATION OUTLINE		0.90	180.00
	TRIP TO SARATOGA SPRINGS RE ETHICS PRESENTATION		1.00	200.00
	PREPARE FOR AND ATTEND ETHICS PRESENTATION		2.10	420.00
	FOR CURRENT SERVICES RENDERED		18.60	3,455.50

	RECAPITULATION			
ATTORNEY	HOURS	HOURLY RATE	TOTAL	
SCHACHNER/MARK	8.80	\$200.00	\$1,760.00	

MILLER, MANNIX, SCHACHNER & HAFNER, LLC

Attorneys at Law
15 West Notre Dame Street
Glens Falls, New York 12801
(518) 793-6611 - (800) 421-6166
EIN 14-1827242

CITY OF SARATOGA SPRINGS
CITY HALL
474 BROADWAY
SARATOGA SPRINGS NY 12866

Page: 1
05/17/2016
FILE NO. 11004-004
STATEMENT NO: 29

GENERAL PLANNING & ZONING MATTERS

PREVIOUS BALANCE

CHARTER

\$3,795.50

			HOURS	
04/01/2016	REVISE LOCAL LAW RE SALARY INCREASES	C	0.40	80.00
	REVIEW AND REVISE DRAFT LOCAL LAW AND RESOLUTION RE AMEND CHARTER		0.40	76.00
04/04/2016	PHONE CONFERENCE WITH MAYOR RE LEASE AND RFP ISSUES	CCA	0.60	120.00
	ANALYZE LEASING		0.10	20.00
04/05/2016	PHONE CONFERENCE WITH COMMISSIONER RE RFP OBLIGATIONS	CCA	0.10	20.00
	PHONE CONFERENCE WITH MAYOR AND DEPUTY MAYOR RE LEASE ISSUES		0.40	80.00
	REVIEW FAIR VALUE LEASE ISSUES		0.40	80.00
	RESEARCH REQUIREMENT FOR FAIR VALUE IN LEASE OF PROPERTY		0.30	43.50
04/26/2016	REVIEW LEASE AUTHORITY ISSUES	CCA	0.40	80.00
04/27/2016	REVIEW CITY CENTER LEASE ISSUES	CCA	0.60	114.00
04/28/2016	REVIEW LEASE VOTING REQUIREMENTS		0.60	120.00
	RESEARCH NYS STATUTES AND COURT DECISIONS RE LEASE APPROVAL CHARTER PROVISION	CCA	3.80	722.00
04/29/2016	RESEARCH SUPERSESSION REQUIREMENTS		0.80	116.00
	REVIEW LEASE VOTING REQUIREMENTS	CCA	0.40	80.00
	REVIEW LEASE APPROVAL QUESTIONS		0.20	38.00
	FOR CURRENT SERVICES RENDERED		9.50	1,789.50

RECAPITULATION

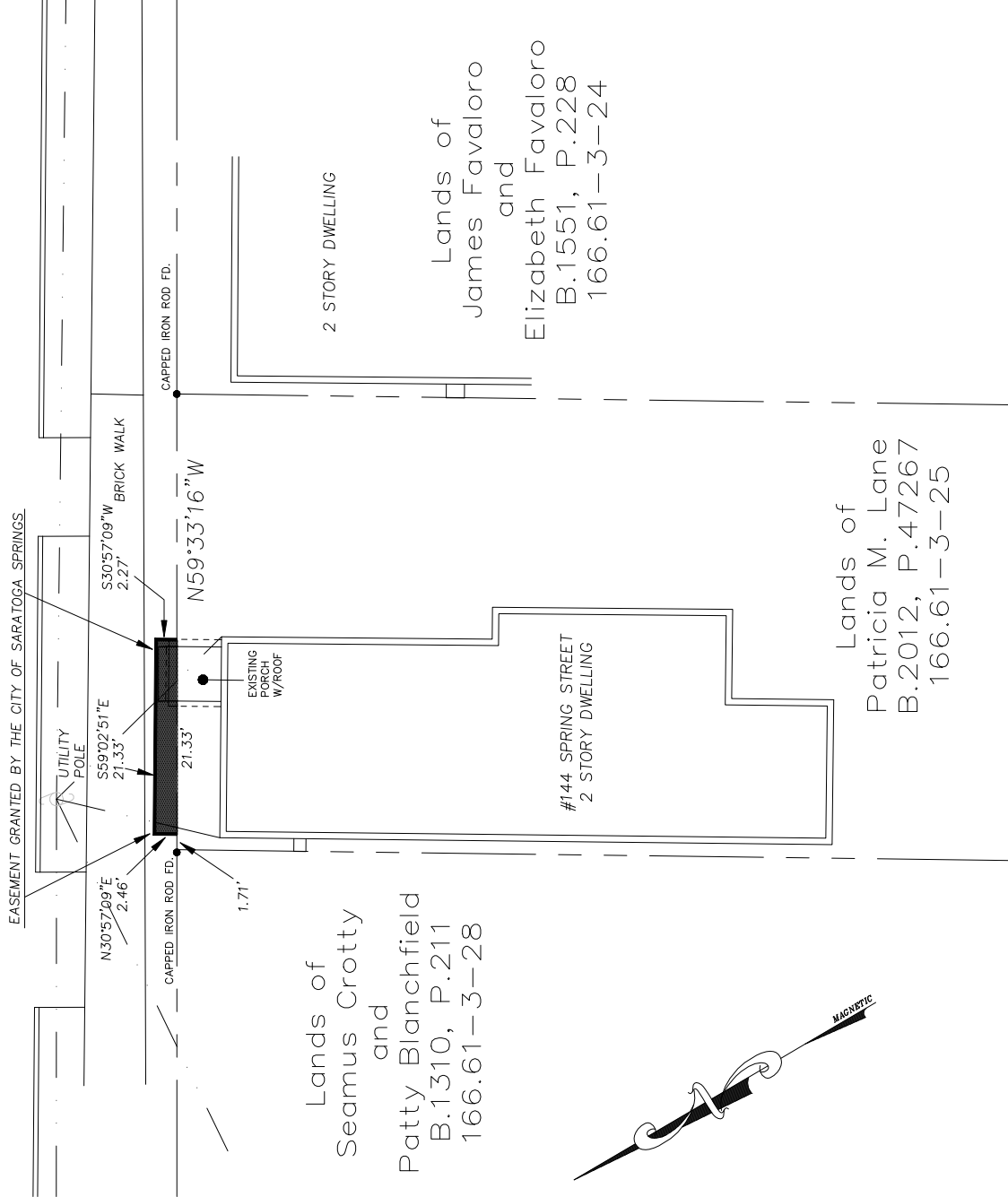
ATTORNEY	HOURS	HOURLY RATE	TOTAL
SCHACHNER/MARK	3.30	\$200.00	\$660.00
HAFNER/ROBERT H.	0.10	200.00	20.00
HILL/MICHAEL J.	5.00	190.00	950.00
RUSSELL/E. ANN	1.10	145.00	159.50

TOTAL CURRENT WORK

1,789.50

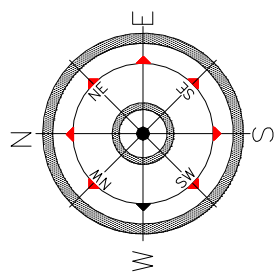
EXHIBIT A

S P R I N G S T R E E T



THIS EASEMENT MAP IS BASED ON EXISTING MONUMENTATION FOUND IN THE FIELD AND A MAP ENTITLED "SURVEY OF LANDS OF JOHN HERBERT DOYLE" PREPARED BY WILLIAM A. WILEY, LAND SURVEYOR ON MARCH 15, 2006, PROVIDED BY THE CLIENT. IT DOES NOT REPRESENT A FULL SURVEY OF #144 SPRING STREET BY THE UNDERSIGNED.

Easement Map
144 Spring Street



ALL - POINTS
Land Survey, PLLC

146 GAGE HILL ROAD
LAKE LUZERNE, NEW YORK 12846
Phone: 518-696-7272

JOSEPH P. FUERST
PLS 50,419

CITY OF: SARATOGA SPRINGS	DATE: 2-1-2017	PROJ. NO. 17-005	DWG. NO. 17-005stepper	SHEET 1 OF 1
COUNTY OF: SARATOGA, N.Y.				
SCALE: 1" = 20'				
DRAWN BY: JPF				
CHECKED BY:				
APPROVED BY:				

AGREEMENT

AGREEMENT, made this ____ day of _____, 2017 by and between THE CITY OF SARATOGA SPRINGS, NEW YORK (hereinafter referred to as the “City”) and Patricia M. Lane, an individual, residing at 144 Spring Street, Saratoga Springs, New York (“Owner”).

WHEREAS, Owner is the owner in fee simple of a certain parcel of land and improvements erected thereon located at 144 Spring Street, Saratoga Springs, County of Saratoga, State of New York, being the premises also known as 166.61-3-25 on the tax map of the inside district of the City, and being the premises more particularly described in a deed reference recorded in the Saratoga County Clerk’s Office on December 13, 2012 Instrument number 2012047267 (the “Premises”); and

WHEREAS, a certain survey of the above referenced Premises has been made by All-Points Land Survey, PLLC dated February 1, 2017; and

WHEREAS, the current porch and cement steps and roof overhang located on the above described Premises project up to approximately one foot 10.4 inches beyond said Premises’ boundary line into the City’s right of way, as shown on Exhibit A attached hereto, thereby encroaching onto property purportedly owned by the City (the “Current Encroachment”); and

WHEREAS, available information indicates that said Current Encroachment has existed for numerous years; and

WHEREAS, the house on the Premises (the “House”) was built in approximately 1868 and is in the historic district of the City; and

WHEREAS, available information indicates that the House originally had a front porch and porch roof which extended across the front of the House, as shown on the Sanborn City map dated 1895; and

WHEREAS, Owner wishes to extend the current porch and porch roof on the House across the front of the House from approximately where the Current Encroachment apparently reaches into the City's right of way in front of the House, in an effort to make the House's front porch similar in nature and consistent with the historical character of porches on houses of the neighborhood on Spring Street, Saratoga Springs, New York, of which the Premises form a part (the "Neighborhood") and the original porch on the House; and

WHEREAS, such extension of the House's current porch across the front of the House would project beyond the Premises' boundary line into the City's right of way in front of the House, thereby encroaching onto property purportedly owned by the City; and

WHEREAS, the proposed encroachment for the House's extended porch, porch roof overhang and steps, including the Current Encroachment, is shown on Exhibit A attached hereto, and described in Exhibit B attached hereto; and

WHEREAS, the expenditures of Owner to build such new porch extension would enhance the beauty of the Neighborhood and will conform generally to the historical character of the Neighborhood, as well as be generally consistent with the original porch on the House so as to restore the historical character of the 1868 home, and thereby provide a public benefit to the citizens of the City.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and the payment by the party of the second party to the City of One Dollar (\$1.00) lawful money of the United States, it is hereby agreed as follows:

1. The City shall allow the House's porch, the porch roof overhang and step leading up to such porch (the "Step, Porch and Porch Roof Overhang") to encroach undisturbed as shown on Exhibit A attached hereto, and as described in Exhibit B attached hereto, for so long as the House remains standing, and the City shall commence no legal proceedings or action related to said Step, Porch and Porch Roof Overhang being maintained for as long as the existing House remains standing.

2. If said Step, Porch and Porch Roof Overhang should ever be destroyed or demolished, the City shall allow any new construction in compliance with applicable building codes to occur within the area for the as shown on Exhibit A attached hereto, and as described in Exhibit B attached hereto, for so long as the House remains standing.

3. This Agreement and the covenants included herein shall be binding upon, and inure to the benefit of, the parties hereto, their successors and assigns, heirs, executors, and administrators forever and shall run with the land of the Premises.

4. This Agreement is made pursuant to a motion of the City Council of the City of Saratoga Springs on the ____ day of _____, 2017.

THE CITY OF SARATOGA SPRINGS

By: _____
Joanne Yepsen, Mayor
Per Council Approval _____

Patricia M. Lane

State of New York)
)
County of Saratoga) ss:

On the __th day of _____ in the year 2017 before me, the undersigned, personally appeared Joanne Yepsen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)
)
County of Saratoga) ss:

On the __th day of _____ in the year 2017 before me, the undersigned, personally appeared Patricia M. Lane, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Record and Return to:

The Dalton Law Firm, LLC
112 Spring Street, Suite 307
Saratoga Springs, New York 12866

EXHIBIT B

EASEMENT DESCRIPTION #144 Spring Street ~ City of Saratoga Springs

All that parcel of land situate in the City of Saratoga Springs, County of Saratoga, State of New York, lying Southerly of and adjacent to Spring Street and being more particularly described as follows:

Commencing at the point of intersection between the lands of Patricia M. Lane as described in Book 2012 of Deeds at Page 47267 on the East and lands of Seamus Crotty and Patty Blanchfield as described in Book 1310 of Deeds at Page 211 on the West with the Southerly line of Spring Street and runs thence South 59 degrees 33 minutes 16 seconds East 1.71 feet to the TRUE POINT OF BEGINNING; thence through the right of way of said Spring Street the following three (3) courses: 1) North 30 degrees 57 minutes 09 seconds East a distance of 2.46 feet to a point; 2) South 59 degrees 02 minutes 51 seconds East a distance of 21.33 feet to a point and 3) South 30 degrees 57 minutes 09 seconds West a distance of 2.27 feet to a point in the Southerly line of Spring Street; thence along said Southerly line North 59 degrees 33 minutes 16 seconds West a distance of 21.33 feet to the point of beginning. Containing 50 square feet of land.

Prepared by:

Joseph P. Fuerst PLS 50,419
February 1, 2017



City of Saratoga Springs
OFFICE OF COMMISSIONER OF FINANCE

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

MICHELE D. CLARK-MADIGAN
Commissioner

M. LYNN BACHNER
Deputy Commissioner

CHRISTINE GILLMETT-BROWN
Director of Finance

KAMERON KLIPPEL
Receiver of Taxes

CATHERINE LOZIER
Benefits Administrator

FLORENCE C. WHEELER
Payroll Administrator

To: Commissioner Franck
From: Commissioner Madigan *mm*
Date: January 30, 2017
Re: Award of RFP 2016-38 for Audit Services

Please include on your 02/07/17 agenda an award of RFP 2016-38 for Audit Services to BST & Co. CPAs, LLP since they are the most qualified to meet the needs of the City and the lowest bidder. This is a three-year contract commencing January 1, 2017 through December 31, 2019.

Please contact Christine Gillmett-Brown or me if you have any questions.

Thank you.

Department That Owns Award/Extension of Bid: Finance

Project or Item Being Awarded: Audit Services

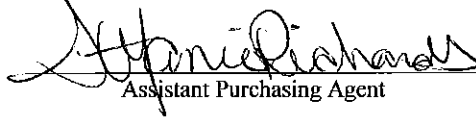
Item Being Extended: N/A

Vendor Who Won the Bid: BST & Co. CPAs, LLP

Budget Line Item: A3021³⁹⁴14-54720 2017-2019 Budget Years

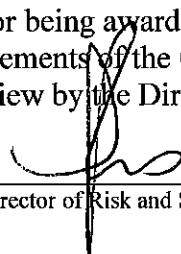
Budget Line Item: N/A

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


Assistant Purchasing Agent

1/30/17
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended 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

1/30/17
Date

****An award/extension 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.**

Bid Results 2016-38

	Amount	Purchasing	Risk and Safety
BST & Co. CPAs, LLP 26 Computer Drive West Albany, NY 12205 bkennedy@bstco.com	2016	\$36,000.00	Does not meet
	2017	\$36,000.00	requirements.
	2018	\$37,000.00	Missing a
	Total Bid	\$109,000.00	copy.
Bonadio & Co., LLP 6 Wembley Ct. Albany, NY 12205 awalther@bonadio.com	2016	\$39,000.00	Meets
	2017	\$40,000.00	requirements.
	2018	\$41,000.00	
	Total Bid	\$120,000.00	Meets requirements with condition the City needs to be named additional insured on a primary and non contributory basis per contract.

**ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY
AND FIBER TECHNOLOGIES NETWORKS, LLC
Original Agreement Approved May 12, 2014**

THIS ADDENDUM is made by and between THE CITY OF SARATOGA SPRINGS, NY (hereinafter "City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and Fiber Technologies Networks LLC, with a place of business at 80 Central Street, Boxborough, MA 01719 (hereinafter "Operator").

WITNESSETH:

The City and the Operator entered into an agreement, approved by the City on May 12, 2014, for the Operator to provide Internet services to the City at 474 Broadway, Saratoga Springs, NY 12866 at a rate of 20MB x 20MB. Fees under this agreement were established at five hundred and ninety five dollars (\$595.00) per month for 36 months.

This ADDENDUM ONE is supplemental to the original May 12, 2014 agreement. It is incorporated into and made part of those documents. All terms, conditions, and provisions of the original May 12, 2014 agreement remain in effect unless specifically modified herein.

For this ADDENDUM ONE, the City and the Operator agree to amend the original Agreement to include Attachment A " Service Order Form" to increase the speed of the Internet connection to 50MB x 50MB for a period of 36 months for fees described therein.

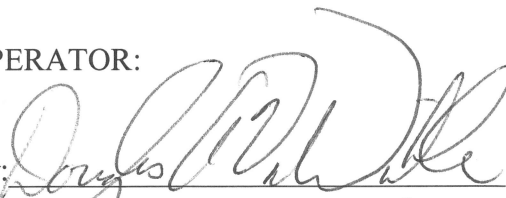
WHEREFORE, the City and the Operator have executed this ADDENDUM ONE on the dates indicated:

OPERATOR:

By:

Title:

Date:


ASST. GENERAL COUNSEL
JAN 26, 2017

CITY OF SARATOGA SPRINGS:

By

Title

Date:



Service Order Form

Order Type: Renewal/Change
SO # 2017-15343

IP Address & BGP Request Form Version 10

Lighttower Fiber Networks conforms to the North American IP Registry (ARIN) policies regarding IP address allocation. As part of its standard service, Lighttower Fiber Networks will assign only the amount of IP addresses that a customer can sufficiently justify with this form for use on their local area network (LAN). Please email completed form with supporting documents to sales.iprequest@lighttower.com.

Per ARIN's guidelines (<https://www.arin.net/policy/nrpm.html>), organizations will be assigned address space based on immediate utilization plus six months. Lighttower Fiber Networks is using targets of 25% utilization at service turn up, and 50% at six (6) months. Lighttower Fiber Network explicitly reserves the right to recall any public space not used after the initial six (6) months of the applicable term of any service provided to its customer(s). Organizations must exhibit a high confidence level in their initial and six month utilization and supply documentation as requested. For additional IP block request proof of 80% utilization with detailed host break down or IP SWIP of existing space is required with the new request. Lighttower Fiber Networks reserves the right to perform network scans across its customer's allocations to verify compliance. If you have any questions about the IP assignment policy or process, please review ARIN's Address Assignment Policy and Procedures (<https://www.arin.net/policy/nrpm.html>)

1. General Information: All fields are mandatory. Any missing justification will delay in the processing of the request.

Customer Name	
Address 1	
Address 2	
City State ZIP	
ARIN ORG Handle (if available)	
Order Information or Circuit ID	

Technical Contact Name (Last, First)	
ARIN Handle (if available)	
Email Address (if different from ARIN db)	
Direct Phone	

2. Existing IP Address Space

Do you currently have IP space? ☐ Yes ☐ No

If yes, who assigned or allocated your IP addresses?

If you have existing IP address space, are you planning on renumbering into Lighttower Fiber Networks and or associated IP space? ☐ Yes ☐ No

If yes, will you be able to complete your renumbering within three (3) months from date of service delivery? ☐ Yes ☐ No

Please list any allocated IP space at this location even if you are not planning on re-numbering your network.

Subnet/Prefix (w.x.y.z/xx)	Being renumbered?	Date Allocated	Allocated By:	Globally Routable?



Service Order Form

Order Type: Renewal/Change

SO # 2017-15343

IP Address & BGP Request Form Version 10 (p 2)

3. New IP Space Request

/24 Requests: Lighttower will provide a maximum of one /24 equivalent space which can be discontiguous. Lighttower will only provide a contiguous /24 subnet to multi-home with BGP under ARIN NRPM 2014.2 section 4.2.3.6. Lighttower must be the primary connection, and as such must have no AS-Path padding or local preference setting that would prefer another path. Lighttower Fiber Networks explicitly reserves the right to recall without customer recourse any public space not used in the fashion herein delineated. You must also have your secondary provider confirm they are providing you with service and that they are not providing you with routable space, only link addresses. For requirements other than stated herein, you must work with ARIN directly.

IP Request Forecast: please specify the number of addresses requested and provide the following justification (attaching more pages as needed). Any prefix /29 and larger will be statically routed over a directly connected /30 or /31.

Time Span	Number of Addresses Requested
At service turn up	
Within three (3) months	

Network Address Translation (NAT) - If NAT (see RFC2663) is not being used, provide an explanation why it cannot be implemented. If NAT is being used, provide some specifics such as Private IP to Public IP ratios.

Host Type/Use	In Use Now	Total after six months	NAT Ratio	Description
Totals				

If you plan to peer with Lighttower, please provide the following information:

ASN:

Requested Advertisement: Pick from Drop Down

MD5 Key (plain text) if desired:

Are you Multihomed?

☐ Yes

☐ No

(If yes, letter from secondary service provider as stated in /24 request section above is required)

Default Only

Please provide Letter of Authorization (LOA) on company letterhead for all subnets you plan to advertise to Lighttower.

4. Signature

Customer, through its duly authorized representative, represents and warrants that the above information is true and correct. Customer agrees and understands that Internet Protocol Version 4 address space is limited and that users of the Internet are responsible for conserving address space and ensuring that space is utilized efficiently. Customer agrees that each Lighttower Fiber Networks company reserves and shall have the right, without liability, to recall any space allocated to Customer not used after the initial six (6) months of the applicable term for the respective service (s).

Customer: _____

Name (printed)

Title (printed)

Signature

Date



Enterprise Service Contract

This Service Contract is hereby entered into by and between Fiber Technologies Networks, L.L.C. ("Fibertech") and the customer identified below ("Customer") as of the date of execution by Fibertech as indicated below. For and in consideration of the mutual promises contained herein and in the relevant Service Level Agreement ("SLA"), Terms and Conditions of Service ("TCS") and Fibertech's Acceptable Use Policy ("AUP"), all of which are incorporated herein by reference (the Service Contract, SLA, TCS and AUP collectively being the "Contract Documents"), Fibertech agrees to provide and Customer agrees to purchase the services described below in accordance with the provisions in the Contract Documents.

CUSTOMER INFORMATION			BILLING INFORMATION		
City of Saratoga Springs		Kevin Kling	Cathy Lozier		Cathy.Lozier@saratoga-springs.org
Business Name		Contact Name	Billing Contact		Contact e-mail
kevin.kling@saratoga-springs.org		518-587-7098x2572	474 Broadway		Saratoga Springs
Contact e-mail		Phone Number	Street Address		City
474 Broadway			NY 12866		518-587-3550x2567
Street Address			State Zip		Contact Phone Number
Saratoga Springs NY 12866			Fed Tax 14-6002423		Ownership: Please Select
City State Zip					

SERVICE SELECTION					
Type of Order: Change & Rene	Type of Service: Internet	Qty: 1	Bandwidth: 20 Mb	If other:	
Add Services Needed: No	Circuit Type: Ethernet	If Ethernet, are Jumbo frames req'd? Please Select	If Ethernet, is Q-In-Q required? Please Select		
Is an 802.1Q trunk required? (Not available with GPON) Please Select		Type of handoff required: Electrical	Sales Engineer: Please Select		

CIRCUIT DESCRIPTION DETAILS & PRICING	(NON-RECURRING)				(RECURRING)	
	TERM (Months)	SERVICE IMPLEMENTATION FEE	% UPFRONT	% UPON COMPLETION	MRC	DESIRED DELIVERY INTERVAL
PRODUCT DESCRIPTION AND LOCATIONS (Please list exact details local on premise (i.e. floor, suite number, etc.) If CHANGED/SECOND ORDER, please include install job ID and Circuit ID)						
This is a renewal and change of job # 08-9713, Circuit ID: COSSINTALBALB.00003. Fibertech will upgrade the current 5 Meg Internet Circuit to 20 Megs Internet from 474 Broadway Saratoga Springs, NY to 80 State St Albany, NY.	36	\$0	0%	100%	\$595	5 Days

ADDITIONAL CIRCUIT DESCRIPTIONS AND/OR ILLUSTRATIONS, WHERE NECESSARY, WILL BE ATTACHED HERETO AND ARE INCORPORATED HEREIN.

TRAFFIC PATTERN (FOR INTRASTATE SERVICES ONLY)	
Do you have your own IP Address Space from ARIN? Do you want Fibertech to advertise these addresses? Please list address space.	
Do you have IP Address space through another ISP that you would like advertised? If so, who? Please list address space. (note: we will need Letters of Authority to announce IP space not directly assigned by ARIN)	
Do you want Fibertech to provide IP Address space? How many IP addresses will you need (Fibertech will issues up to 4 IP addresses (1 useable) at no additional charge)? (Customer needs to complete "IP Addressing Request Form" for more than 4 addresses)	Maintain Current Fibertech provided IP range 173.225.56.34-62 with 255.255.255.224 mask
Are there significant changes in your traffic pattern (daily, seasonal, etc)? Please describe.	
Will you be using BGP? If so, please provide a technical contact name, phone number, and email address.	
Will Reverse DNS be needed? If so, please list mail server FQDN and IP address to be assigned. (Note - If you will be running a mail server in this space, then you will likely require Reverse DNS)	

APPROVAL	
CUSTOMER	FIBER TECHNOLOGIES NETWORKS, L.L.C.
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Authorized Customer Signature	Authorized Fibertech Signature
Date: 5/8/14	Date: 5/12/14
JOANNE D. YERGEN, MAYOR	Michael C. Hurley Vice President
Print Name & Title	Print Name & Title

All transport services ordered from Fibertech will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulator purposes only) by requesting that Fibertech designate them as such in this Order above, but only where the transport services are sold on a stand alone basis, the end points for the service are located in the same state and neither end point is a Fibertech provided IP port ("Intrastate Services"). Where Customer requests that the services be designated as Intrastate Services by initialing the box below, Customer certifies to Fibertech that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services related to this Order.

In the event that multiple point-to-points are ordered under a single Order, each point-to-point with the same A-side and Z-side address will be considered a single Order and will follow the acceptance process independent from the point-to-point Orders. Customer is responsible for muxing, easement into building, any building entry fees and/or permissions that the landlord may require. Customer will provide, at its sole cost, the space, power, and facility access needed to provide the service. Unless otherwise agreed to, Fibertech does not provide Jumbo Frames as standard (Jumbo Frames are Ethernet frames with more than 1,500 bytes of payload (MTU)).



TERMS AND CONDITIONS OF SERVICE

These terms and conditions apply to all telecommunications and related services (the "Services") provided by Fiber Technologies Networks, L.L.C. or its affiliates ("Fibertech") to its customer or its affiliates ("Customer") under the Service Contract ("Contract") into which this agreement is incorporated.

1. Term. The term of the Contract shall commence upon Acceptance Date of the initial Service, and shall continue in full force and effect for the time period indicated in the Contract ("Term"), unless terminated earlier pursuant to its terms. After expiration of the Term, the Contract shall automatically renew for successive renewal terms of one (1) year each, unless either Party gives written notice of such Party's intent not to renew the Contract at least thirty (30) days before the expiration of the then-current Term.

2. Completion. Fibertech shall provide notice of completion ("Completion Notice") in writing, when Fibertech's work is completed. The Customer shall be deemed to have accepted ("Accept(ed)(ance)") the Services on the "Acceptance Date", which shall be defined as the earlier of (a) the date Customer delivers an Acceptance Notice, or (b) delivery of the Completion Notice by Fibertech to Customer, where the Customer does not deliver a Failure Notice pursuant to this section, or (c) the date when Customer uses the services for purposes other than testing. Customer shall have five (5) business days from receipt of the Completion Notice to test the Service. In the event that non conformities are discovered, Customer may deliver to Fibertech a failure notice ("Failure Notice") within such five (5) business day period. If a Failure Notice is served, Fibertech shall correct the failure and send a new Completion Notice to Customer, and Customer shall have five (5) business days within which to re-test and may deliver another Failure Notice within such period. This procedure shall be repeated until the Service tests within the parameters set forth in the applicable Service Level Agreement ("SLA"). Fibertech shall also have the right at any time to test the Service and provide the results to Customer. In the event that the Customer orders multiple circuits under a single order, each circuit will be independent and will follow the acceptance process. In the event that completion is delayed by Customer more than thirty (30) days past the FOC Date, then the Service shall be deemed Accepted for purposed of commencement of the Term and billing, and

Fibertech shall work in good faith to finish installation once Customer has removed the impediments to installation.

3. Rates and Charges. The rates and charges for the Services shall be those set forth in the Contract or other appropriate addendum thereto. The rates and charges in the Contract apply only to the Services provided at the service address listed on the Contract. Each additional Customer location added after the execution of the Contract shall require its own Service Contract. In the event that Fibertech experiences significant costs in resolving a service interruption that is ultimately determined to be the fault of the Customer, Fibertech has the right to charge for those costs, in part or in whole.

4. Taxes and Surcharges. In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding income taxes payable by Fibertech. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, as required or permitted by applicable law, regulation or tariff and/or as specified on the Fibertech website at www.fibertech.com. If Customer provides Fibertech with an acceptable tax exemption certificate, Fibertech agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). No exemption will be available to Customer for any period prior to the date that the Customer presents a valid certificate to Fibertech.

5. Billing and Payment. Billing for a service shall commence on the Acceptance Date of the Service as defined in Section 2. All bills are due and payable upon receipt. If Customer's bill is not paid within thirty (30) days after the invoice date listed on the bill (the "Due Date"), ~~Customer shall also pay to Fibertech a monthly late charge amount equal to 1.5% of the unpaid balance due (or the maximum amount permitted under applicable law, whichever is less).~~ Customer must provide Fibertech with written notice of any disputed charge(s) within one hundred and eighty (180) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. If the dispute is filed on or before the Due Date for the respective invoice, Customer shall pay the invoiced amount minus the disputed amount by the Due Date. Customer shall have no right to withhold amounts not disputed by the Due Date, provided that



payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. Fibertech and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. ~~If the dispute is subsequently resolved in favor of Fibertech, Customer shall pay the disputed amount previously withheld within ten (10) days of such resolution, including interest at the rate of 1.5% per month from the original due date. If the dispute is subsequently resolved in favor of Customer, Fibertech shall issue a credit on Customer's subsequent invoice for the disputed amount, including interest at the rate of 1.5% per month for the disputed amount that customer paid.~~ If Fibertech initiates legal proceedings to collect any amount due hereunder and Fibertech substantially prevails in such proceedings then Customer shall pay reasonable attorneys' fees (in-house or outside counsel), expenses and costs incurred by Fibertech in prosecuting such proceedings and any related appeals.

6. Termination.

(a) A party may terminate the Contract on thirty (30) days' written notice if the other party materially breaches the Contract and such breaching party fails to cure the breach within such notice period, provided in the case of non-payment of any monies owed the notice and cure period for such breach shall be ten (10) days.

(b) Either party may terminate the Contract upon written notice to the other party if (i) the other party dissolves or becomes insolvent or bankrupt, or (ii) any bankruptcy, reorganization, insolvency or similar proceeding is instituted by or against the other party and not dismissed within thirty (30) days, (iii) the other party makes an assignment for the benefit of creditors; (iv) the other party suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; or (v) a trustee or receiver of the other party is appointed.

(c) If Customer is in default of the terms of any other agreement between Fibertech and Customer, including but not limited to any payment obligation to Fibertech, then Fibertech, at its sole option, may consider such default as a default under this agreement and/or the Contract and provide notice of default in accordance with the terms of such agreement. Further, Customer acknowledges and agrees that any breach by Customer of

its obligations under this agreement or the Contract shall also be deemed a breach by Customer of its obligations under any other agreements it has entered into with Fibertech, and that any such breach shall authorize Fibertech to immediately suspend performance under, and/or terminate, said agreements with Customer for default.

(d) In addition to Fibertech's remedies under Section 5 and Section 6(a) hereof, Fibertech shall have the right, upon ten (10) days prior written notice, to immediately and without further notice suspend or terminate Services to Customer in the event of nonpayment by the Due Date of any charges not disputed in accordance with the provisions of Section 5.

7. Termination Liability. If the Contract is terminated anytime prior to the expiration of the Term (unless terminated by Customer pursuant to Section 1 or 6 above), then Customer shall pay to Fibertech, immediately upon demand, (a) all sums then due and owing plus (b) an amount equal to the recurring Monthly Charges (as listed in the Contract) multiplied by the number of months left in the Term. No termination liability will apply in the event the Contract is terminated by Customer pursuant to Section 1 or 6 above; provided, however, that in any such event Customer will be responsible for payment of all charges incurred prior to the termination date.

8. Compliance with Laws. Each party shall comply with all applicable laws, regulations, court decisions or administrative rulings regarding the provision or use of the Services, failure to do so shall constitute a material breach of the Contract.

9. Right of Way. At its sole cost and expense, Fibertech shall be responsible for all public rights of way, public licenses, and public easements. At its sole cost and expense, Customer shall be responsible for securing all private rights of way, private licenses, and private easement (such as building entries and interior pathways).

10. Warranty. THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH INDUSTRY STANDARDS AND GOVERNMENT REGULATIONS. FIBERTECH MAKES NO OTHER WARRANTIES ABOUT THE SERVICES PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CUSTOMER MAY NOT RELY ON ANY STATEMENT TO THE CONTRARY BY ANY PERSON.



THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. Unauthorized Use of Services.

Customer, and not Fibertech, shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under the Contract Documents to Customer. The Services are provided subject to Fibertech's Acceptable Use Policy ("AUP") which may be accessed at: www.fibertech.com/aup.

12. Limitations of Liability.

(a) IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE CONTRACT DOCUMENTS AND/OR THE PERFORMANCE OR NONPERFORMANCE THEREUNDER. THIS DOES NOT LIMIT CUSTOMERS RESPONSIBILITY FOR PAYMENT OF ALL APPROPRIATE CHARGES UNDER THE CONTRACT DOCUMENTS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT DOCUMENTS.

(b) FIBERTECH'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING BUT NOT LIMITED TO THE MAINTENANCE, INSTALLATION, DELAY, TERMINATION, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE CONTRACT DOCUMENTS, WHETHER IN AN ACTION FOR OR ARISING OUT OF CONTRACT, TORT, INDEMNITY OR STRICT LIABILITY, IS LIMITED AS FOLLOWS: (i) FOR A SERVICE QUALITY CLAIM (INCLUDING INTERRUPTION IN SERVICE), THE OUTAGE CREDIT UNDER THE SERVICE LEVEL AGREEMENT; (ii) FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY FIBERTECH'S NEGLIGENT ACTS OR OMISSIONS, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF FIBERTECH, THE AMOUNT OF PROVEN DIRECT DAMAGES; AND (iii) FOR ALL OTHER CLAIMS NOT OTHERWISE COVERED ABOVE, THE AMOUNT OF PROVEN DIRECT DAMAGES NOT

TO EXCEED THE AMOUNT OF CHARGES APPLICABLE UNDER THE CONTRACT DOCUMENTS FOR THE PERIOD DURING WHICH SERVICES WERE AFFECTED. IN NO EVENT SHALL FIBERTECH'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF THE CONTRACT DOCUMENTS EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO FIBERTECH THEREUNDER. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

(c) Fibertech also shall not be liable for any damages arising out of or relating to: interoperability, interaction, access or interconnection problems with applications, equipment, services, content or networks not provided by Fibertech; Service interruptions or lost or altered messages or transmissions (except to the extent credit allowances are specified in the applicable SLA); or unauthorized access to or theft, alteration, loss or destruction of Customer's, Users' or third parties' applications, content, data, programs, information, network or systems.

13. Force Majeure. Except with respect to Customer's payment obligations, notwithstanding any other provision of the Contract Documents, neither Party shall be liable to the other Party for any delay or failure in performance of the Contract to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, government requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control. Any such delay or failure shall suspend the Contract until the Force Majeure ceases.

14. Relationship of Parties. Neither the Contract nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between Fibertech and Customer. The Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

15. Fibertech Facilities. Equipment furnished by Fibertech shall remain its property and shall be returned to Fibertech on expiration or termination of the Contract or as earlier requested by Fibertech, in good condition, reasonable wear and tear expected. Customer shall reimburse Fibertech for any loss of, or damage to, Fibertech's facilities or equipment on the Customer's



premises, except loss or damage caused by Fibertech's own employees, agents or contractors.

16. Notices. All notices or other communications under this agreement or the Contract shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, or by nationally recognized overnight courier (with signature for receipt), addressed Fibertech at 300 Meridian Centre, Rochester, NY 14618 or to Customer at the address set forth in the Contract, or to either Party at such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

17. Entire Agreement. The Contract, these Terms and Conditions, the AUP, the SLA(s), and any Addendum attached thereto (collectively the "Contract Documents"), represent the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. Any modification to the Contract Documents shall be in writing signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Terms and Conditions and any other document, the provisions of these Terms and Conditions shall take precedence unless otherwise indicated in a writing signed by both Parties, except that specific information in a Service Contract shall prevail as to that Service with respect to price, Service Contract Term, renewal terms, locations and availability and other Service-specific terms contained in the Service Order. The Contract, and any amendment of the terms thereof, may be signed in counterparts, each of which (including fax or PDF versions) shall constitute an original and all of which together shall constitute one and the same instrument.

18. Waiver. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

19. CPNI. Under federal law, Customer has the right, and Fibertech has a duty, to protect the confidentiality of information about the amount, type, and destination of Customer's service usage ("CPNI"). Customer hereby consents to the sharing of Customer's CPNI or other personal information with Fibertech and its affiliates,

agents and contractors, solely for the purpose of developing or bringing to Customer's attention any products and services, or in the event of any merger, sale of some or all of the company assets or acquisition as well as in any insolvency, bankruptcy or receivership proceeding in which CPNI or other personal information would be transferred as one of the business assets of the company. This consent survives the termination of Customer's Service and is valid until revoked by Customer. To remove this consent at any time, Customer must notify Fibertech in writing at 300 Meridian Centre, Rochester, NY 14618 Attn: Customer Service and provide the following information: (1) Customer name, (2) Service billing address, (3) Telephone number including area code, and (4) Service account number. Removing consent will not affect the Customer's current Service.

20. Assignment. Either Party may assign the Contract Documents without the written consent of the other party; provided, however, that no such assignment shall be valid if the assignee lacks the financial ability to carry out its obligations under the Contract Documents. Specifically, in the event of any assignment by Customer as permitted hereunder, the assignee must comply with Fibertech's credit and security requirements.

21. Governing Law. The Contract Documents shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The Parties each hereby consent to personal jurisdiction in the state and federal courts in Monroe County, New York.

22. Partial Invalidity. If any provision of the Contract Documents shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Contract Documents or such individual agreement unenforceable, but instead such agreement(s) shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of such agreement(s), the Parties shall promptly engage in good faith negotiations to agree upon a substitute for such provision.

[End of Document]



SERVICE LEVEL AGREEMENT (INTERNET SERVICE)

This Service Level Agreement ("SLA") sets forth the provisions and commitments relating to service quality between Fiber Technologies Networks, L.L.C. ("Fibertech"), and Customer. This SLA is hereby incorporated into to the Service Contract ("Contract") between Customer and Fibertech.

1. Internet Service. Fibertech's Internet Service ("Internet Service") provides IP access and local loop access, if applicable, to the Fibertech IP Network with speeds up to 10 Gbps. The demarcation points for the service will be Fibertech's IP port and Fibertech's Point-of-Presence ("POP") and the Customer's location with a demarcation point specified by the parties in a Service Order accepted by Fibertech. This SLA applies to the End-to-End circuit between demarcation points. The End-to-End circuit does not include the Customer's premises equipment, any third party equipment other than equipment furnished by Local Exchange Carriers as part of their access services, any Customer application on a covered circuit, or in-house wiring. Fibertech will use commercially reasonable efforts to maintain its overall network quality.

2. Service Non-Compliance. Subject to the provisions of Section 3(d), instances of non-compliance with service standards will be credited to Customer as set forth below for the portion of the Service that the non-compliance affects.

3. Definitions.

(a) End to End Access. For the purpose of applying the provisions of this SLA, the term "End-to-End Access" shall mean access service that is provided when the connections at each end of a circuit are furnished by Fibertech facilities, and the circuit itself is furnished by Fibertech facilities.

(b) Mean Time To Repair ("MTTR"). For the purpose of applying the provisions of this SLA, the term "Mean Time To Repair" or "MTTR" shall mean the cumulative length of Outages per circuit in a billing month divided by the total number of Trouble Tickets for that circuit in the billing month.

(c) Network Availability. For the purpose of applying the provisions of this SLA, the term "Network Availability" shall mean the following:

$$\frac{\text{Total Minutes in Month} - \text{Outage Minutes in Month}}{\text{Total Minutes in Month}}$$

(d) Outage. For the purpose of applying the provisions of this SLA, the term "Outage" shall mean an unscheduled period in which the Service is interrupted and not usable for sixty seconds or more within a fifteen minute period, as verified by Fibertech. As a pre-condition to qualifying for any credits issued for any Outage, the Customer must open a Trouble Ticket. Outages exclude:

(i) Interruptions arising from the acts or omissions of the Customer or their agents or employees, or arising from non-compliance with the provisions of the Contract and incorporated agreements including without limitation this SLA, the Terms and Conditions of Service ("TCS"), and Fibertech's Acceptable Use Policy ("AUP") by Customer or any authorized user, or any interruptions due to any party other than Fibertech, or for events happening on any other party's network, including but not limited to data service providers or other carriers connected to, or providing service connected to, the service of Fibertech or to Fibertech's facilities;

(ii) Interruptions of service during any period in which Fibertech is not given full and free access to the circuit and/or its facilities and equipment for the purpose of investigating and correcting interruptions;

(iii) Interruptions of service due to the failure or malfunction of non-Fibertech applications, equipment, or facilities, including but not limited to service connected to Customer-provided electric power;

(iv) Interruptions of service caused by *Force Majeure* events as defined in the TCS;

(v) Interruptions of service during any scheduled maintenance period.

(e) Trouble Ticket. For the purpose of applying the provisions of this SLA, the term "Trouble Ticket" shall mean the method defined by Fibertech for Customer to notify Fibertech that it believes there has been an instance



of non-compliance with the Service standards set forth in this SLA. In order for Customer to be eligible to receive credits for the non-compliance, the Customer must initiate a Trouble Ticket in a timely manner and release the circuit to Fibertech for testing.

4. Process. When Customer suspects an SLA non-compliance, the Customer must notify Fibertech and open a Trouble Ticket. The Customer must report the noncompliance with sufficient information within four (4) hours of the occurrence and make a request in writing for a credit from Fibertech within five (5) days of opening the Trouble Ticket as a condition precedent to receiving a credit.

5. Standards and Compliance.

(a) Network Availability Standard. The standards for Fibertech's provision of Internet Service shall be: (i) 99.9% for single path circuit (unprotected); (ii) 99.99% for diverse path circuits (protected). Compliance with this standard shall be calculated after the Customer opens a Trouble Ticket with Fibertech and is based upon the service monthly billing period in which the Customer opens the Trouble Ticket.

Should Fibertech be unable to satisfy the Network Availability standard for a month, Fibertech will provide a credit in accordance with the following table:

Length of Service Unavailability Beyond Standard - Single Path	Credit
0 - 120 Min	10% of MRC
121 - 960 Min	20% of MRC
961 - 1800 Min	30% of MRC
1800+	50% of MRC

Length of Service Unavailability - Diverse Path	Credit
0 - 120 Min	15% of MRC
121 - 960 Min	30% of MRC
961 - 1800 Min	50% of MRC
1800+	75% of MRC

(b) Mean Time To Repair Standard. The standard for Fibertech's MTTR shall be four (4) hours from opening the Trouble Ticket. Compliance with this standard shall be calculated from Trouble Tickets opened during that billing month as set forth in the definition of MTTR above.

Should Fibertech be unable to satisfy the MTTR standard for any month, Fibertech will provide a credit equal to 10% of the Customer's MRC for the affected Internet Service.

(c) Latency Standard. The standard for Fibertech's Latency shall be an average round-trip latency of fifty (50) milliseconds or less within a metro area. The "Average Round-Trip Latency" is defined to mean, with respect to a given month, the average time required for round-trip packet transfers between the demarcation points for the Internet Service, excluding issues pursuant to Section 3(d) (i-v).

Should Fibertech be unable to satisfy the Latency Standard for any month, Fibertech will provide a credit equal to 10% of the Customer's MRC for the affected Internet Service.

(d) Packet Delivery Standard. The standard for Fibertech's Packet Delivery shall be 99.9% or better. The "Average Packet Delivery" is defined to mean, with respect to a given month, the average percentage of packets transmitted between the demarcation points that are successfully delivered, excluding issues pursuant to Section 3(d) (i-v).

Should Fibertech be unable to satisfy the Packet Delivery Standard for any month, Fibertech will provide a credit equal to 10% of the Customer's MRC for the affected Internet Service.

6. Structure of Credits.

(a) The non-compliance credit structure is based on monthly billing calculations. All credits will be provided in one lump sum, as opposed to each individual service, and will be applied as set forth in Section 6(c) below.

(b) Limitation: If the Customer experiences Service non-compliances under more than one standard, Fibertech will issue a credit for the method that results in the larger credit amount. Fibertech will only issue a credit for one type of non-compliance on the same Internet Service within the same month.

(c) All credits will be applied to the Customer's billing account as a line item on a bill delivered within two complete billing cycles following Fibertech's confirmation of the non-compliance. Fibertech will not issue non-compliance credits for more than six months in any twelve-month period.

(d) Maximum Credit. In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total monthly recurring charges for that period for the service and facilities furnished by Fibertech.



7. Sole Remedy. The credits set forth in this SLA shall be Fibertech's sole liability and Customer's sole remedy in the event of any interruption and under no circumstances shall an interruption be deemed a breach of the Contract.

[End of Document]

ACCEPTABLE USE POLICY

This Acceptable Use Policy ("AUP") specifies the actions prohibited by Fiber Technologies Networks, L.L.C. ("Fibertech") to users of Fibertech services or facilities.

Lawful Purposes Only

All facilities and/or services provided by Fibertech may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Security of System and Network

Violations of any security protocol and/or measure and or device for the system or network are prohibited, and may result in criminal and civil liability. Fibertech will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Without limiting the generality of the foregoing, the following are examples of such security violations:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Electronic Mail/Usenet

Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited. Use of a false reply address ("Spoofing") is also prohibited.

Violations

INDIRECT OR ATTEMPTED VIOLATIONS OF THIS AUP, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A FIBERTECH CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THIS AUP BY

SUCH CUSTOMER OR END USER. Notwithstanding any provision herein or in any other agreement between the parties to the contrary, Fibertech may suspend services immediately (and avail itself of any remedy listed in this AUP, any agreement between the parties, or allowable under law) if any user, its customer or end user uses Fibertech's facilities or any Fibertech property for illegal purposes or in a manner that has a materially adverse impact on Fibertech's business operations, with such suspension to remain in effect until such activity or impact is alleviated.

Complaints Process

Complaints regarding any type of illegal use or abuse, or about any system or network security issues may be sent to info@fibertech.com.

For active security incidents, please immediately contact Fibertech's Network Operations Center at 1-800-497-5578 at any time.

Indemnity, No Liability

Fibertech takes no responsibility and assumes no liability for any content uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity that you may encounter. Fibertech is only the provider of the facilities and/or services, and shall not be liable for any statements, representations, or content provided by or encountered by our users in any online source.

You agree to indemnify, defend and hold harmless, Fibertech, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys fees, resulting from your violation of this AUP.

Miscellaneous

Fibertech reserves the right to modify its AUP at any time, effective upon the earlier of either written notice to you or the posting of the modified AUP to Fibertech's web site: www.fibertech.com

Technology changes rapidly, and any activity not specifically prohibited herein but determined by Fibertech, in its sole discretion, to be harmful to other customers or the general operations of the system or network may be halted by Fibertech. Provided, however, that in no event shall Fibertech be liable for failing to halt any activity, whether or not specifically proscribed hereunder.

This AUP agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. If any provision of this agreement shall be found to be unlawful, void, or for any reason unenforceable, then the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

[End of Document]



City of Saratoga Springs, NY Contract

City Project Number: _____ **City Project Name:** _____
City Department: Finance **Department Contact Person:** Christine Gilmet-Brown **City Ext.** 2564
Company Name: BST & Co. CPAs, LLP
Company Address: 26 Computer Drive West Albany, NY 12205
Company Telephone No.: 518.459.6700 **Company Fax No.:** 518.459.8492
Vendor and/or Service Provider Primary Contact: Brendan Kennedy **Title:** Partner
Primary Contact Email: bkennedy@bstco.com
Service to be Provided: Audit 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 Audit Services RFP 2016-38, the Vendor and/or Service Provider submitted proposals dated 01/12/16 (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 12/31/2019. 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 \$36,000 2016, 36,000 2017, and \$37,000 2018, 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 Finance 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 Brendan Kennedy. 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 Finance, 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: BST Co. CPAs, LLP, 26 Computer Drive West, Albany NY 12205
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:** 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 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 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:
- 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.
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: Brendan K Kennedy Date: 1/30/17

Print Name: Brendan Kennedy Title: Partner

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Joanne Yessen Title: Mayer City Council Approval Date: 02/07/17

2016 City of Saratoga Springs, NY Contract City Council Approved 041916

Exhibit A

Proposal to Provide Financial Auditing Services City of Saratoga Springs, New York



January 12, 2016

2:00 PM

Presented by:

BST & Co. CPAs, LLP

Brendan K. Kennedy, Partner

(518) 459-6700

bkennedy@bstco.com

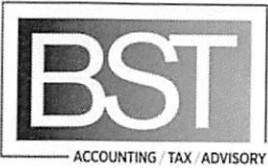
www.bstco.com



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January 12, 2017

Members of the City Council
City of Saratoga Springs, New York
Attn.: Department of Accounts
474 Broadway
Saratoga Springs, New York 12866

Dear Members of the City Council:

BST & Co. CPAs, LLP (BST) is pleased to submit this proposal to provide Audit Services for the City of Saratoga Springs, New York (City) for the fiscal years ending December 31, 2016, 2017, and 2018. Having served as the City's independent auditors for over many years, we believe that we have demonstrated our understanding of the work required to be performed and our commitment to providing the City with the highest quality expertise and client service.

We believe that BST brings the following unique advantages to the City:

- Continued commitment to the City;
- Our capability to provide the guidance, advice, and technical services the City requires;
- An understanding of City operations, departments, and systems;
- A proposed service team comprised of professionals who are highly experienced in governmental accounting and auditing.

We are very proud of our service track record for the City and each of our clients. Our client service approach is based on our core values of integrity, respect, and excellence. Our mission is to be your most highly valued advisor, by demonstrating our unique understanding of your needs, and exceeding your expectations in every interaction and solution we present. You have our commitment that you will continue to receive the highest quality and timely service.

As a partner in the Firm, I am authorized to make representations and bind the Firm to statements made within this proposal.

We are excited about the opportunity to continue serving the City. Our attached proposal describes our extensive experience with Saratoga Springs and other New York State municipalities, our practice, our people, our reputation for quality services, and how we will provide such to the City.

Please contact me with any questions about our firm, our proposal, or to schedule an oral presentation.

Very truly yours,

BST & Co. CPAs, LLP

Brendan K. Kennedy, CPA, Partner



Executive Summary

In this proposal, we summarize the many reasons why we feel that the strengths of BST & Co. CPAs, LLP (BST) create the optimal model to provide the auditing and financial compliance services required by the City of Saratoga Springs. We feel the most important of these strengths are as follows:

- **The City is important to BST.** As part of our *Governmental and Municipal Services Group*, you will continue to be serviced by dedicated professionals who will exceed your expectations, provide the City with the ultimate client service experience, and present additional value that goes beyond the traditional financial statement audit. We would be honored to serve the City again as a client and look forward to continuing our professional working relationship with you as your trusted service provider.
- **BST has a significant history providing auditing and accounting services to New York State counties, municipalities, and other various governmental entities.** The members of our *Governmental and Municipal Services Group* know the complex issues, regulations, and reporting requirements confronting New York State local governments. We encourage you to contact the references provided relating to their experiences with BST.
- **Government is a strategic industry for BST.** BST's governmental practice represents a significant portion of our practice. Our public sector experience includes an extensive array of New York State counties, cities, towns, villages, authorities and other local governments. Our firm is a recognized leader in providing services to the public sector throughout New York State.
- **Your BST service team.** - Your proposed engagement partner, **Brendan Kennedy**, is an industry recognized government professional. In March 2015, Brendan was elected to the Board of Directors of the New York State Government Finance Officers Association, which consists of more than 1,250 public and private sector government finance professionals. In addition, Brendan is actively involved in the New York Conference of Mayors (NYCOM), Association of Government Accountants (AGA), and New York State Society of Certified Public Accountants' Government Audit and Accounting Committee. Brendan is eager to share his technical expertise with the Village. In addition to his local government experience, Brendan has worked on some of the country's largest governmental organizations including the State of New York, State University of New York, New York Power Authority, and the City of New York. **Brendan's** knowledge of financial operations of the City, coupled with his extensive experience with other local governments, provides the City with a focused audit approach with less time spent "learning the system."
- **As a member of the RSM US Alliance, BST's audit procedures, quality controls, and specialized resources are all comparable to those of a national CPA firm.** The RSM US Alliance (Alliance) is an extension of RSM US, LLP who ranks as the fifth-largest U.S. provider of assurance, tax and consulting services. The Alliance includes over 75 independently owned CPA and consulting firms across the United States who share information and resources to improve the quality of their work and better serve their clients.

Firm Profile and Required Information

BST is a regional certified public accounting firm, registered to do business in New York State, with 20 partners and a total staff of over 100. With roots tracing back to 1944, BST is recognized as one of the largest accounting and consulting firms in upstate New York. The Firm's headquarters are in Albany, New York. The Firm also maintains office locations in New York City and Mineola, New York for the convenience of our Manhattan and Long Island clients.



BST is a full service firm providing traditional services, such as auditing, accounting and tax. In addition we provide additional services consisting of:

- Advisory - profitability enhancement reviews, business succession planning, business financing, internal controls, mergers and acquisitions and operational reviews.
- Employee Benefit Plan Administration - third party administration, benefit plan design.
- Valuation - business valuation, economic damage analysis and insurance claim services.
- Fraud and Forensic - forensic accounting and fraud, fraud and financial investigations, fraud deterrence, corporate governance services, fraud awareness and deterrence training, expert testimony, fraud hotline, domestic relations services, divorce tools and information.
- Wealth Management - estate planning, personal retirement planning, investment management, and risk management.

Firm and Auditor Qualifications

AICPA

BST is a member in good standing of the Center for Public Company Audit Firms of the American Institute of Certified Public Accountants. Membership in the "Center" is voluntary and is evidence of the Firm's commitment to maintain the highest levels of quality control in the profession. All partners are also members of the American Institute of Certified Public Accountants (AICPA).

To verify our compliance with Center standards, BST undergoes an exhaustive external peer review every third year, in accordance with the standards established by the Center. Our most recent triennial peer review resulted in an unqualified opinion that our quality control standards met the objectives of the AICPA. We have attached a copy of that report to this proposal.

AICPA Governmental Audit Quality Center

The firm is a founding member of the AICPA Governmental Audit Quality Center (GAQC). Membership in the GAQC demonstrates our Firm's commitment to audit quality in the critical areas of governmental accounting. The GAQC serves as a comprehensive resource provider for member firms in the performance of governmental audits and provides the opportunity to network and exchange information with others within the community of member firms.

Government Finance Officers Association

The Firm is a member of the *Government Finance Officers Association* (GFOA). Membership in the Association demonstrates our Firm's commitment to quality in governmental financial reporting. As mentioned previously, Brendan Kennedy serves as a financial statement reviewer for the GFOA's certificate of excellence program.

RSM US Alliance

As a member of RSM US Alliance, BST has access to the resources and services RSM US, LLP provides its own clients. RSM is the leading provider of audit, tax and consulting services focused on the middle market, with more than 9,000 people in 86 offices nationwide. RSM US LLP is a licensed CPA firm and the US member of RSM International, a global network of independent audit, tax and consulting firms with more than 38,000 people in over 120 countries.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the US member firm of RSM International, a global network of independent audit, tax, and consulting firms.



Governmental and Municipal Services Group

Our *Governmental and Municipal Services Group* is comprised of over 15 staff, all of whom have strong relevant experience and are specially trained to offer a wide range of services from traditional auditing, accounting, and financial consulting to highly diverse and specialized services that meet the needs of our governmental and municipal clients. As opposed to many CPA firms, our proposed service team is not involved with income tax services and will be available year-round with governmental expertise. This service team, as further detailed in this proposal, is comprised of experts and financial specialists in governmental auditing and accounting.

Our Firm offers in-depth experience and serves a variety of governmental clients including counties, cities, towns, villages, federal departments and agencies, New York State departments, government funds and programs, fire districts, and authorities (industrial development, water, electric, solid waste, and local development corporations). Our services include:

- Audits of general purpose financial statements
- Program Audits and Single Audits in accordance with OMB Circular A-133 (Uniform Guidance)
- Assistance with GASB statement implementation and compliance
- Assistance with Certificate of Achievement for Excellence in Financial Reporting Program (CAFR)
- Budget reviews
- Assistance with preparation of New York State Annual Financial Report Update Documents and PARIS submissions
- Risk assessments and analysis
- Internal audit plan development and implementation
- Laws and regulations implementation assistance and compliance testing
- System and internal control reviews
- Assistance with development of indirect cost proposals and plans
- Utility rate revision studies
- Internal cost allocation studies
- Fraud, defalcation and malfeasance research and documentation
- Expert witness and valuation services for eminent domain condemnation proceedings
- Revenue bond issuance and refinancing research and documentation

Relevant Experience

We provide auditing and related financial consulting services to approximately 100 New York State counties, cities, towns, villages and other governmental agencies. The following represents a sample of our current or recent governmental engagements:

Counties

Albany County	Saratoga County
Fulton County	Essex County
Montgomery County	Hamilton County

Cities

City of Saratoga Springs	City of Mechanicville
City of Troy	City of Plattsburgh
City of Oneonta	City of Rye

Towns

Town of Colonie
Town of Halfmoon
Town of Queensbury

Town of Massena Electric Department
Town of Ballston

Villages

Village of Greenport
Village of Fairport
Village of Hamilton
Village of Mohawk
Village of Sherburne
Village of Theresa
Village of Tupper Lake

Village of Green Island
Village of Solway
Village of Lake Placid
Village of Ilion
Village of Lynbrook
Village of Penn Yan
Village of Northport

State Level Authorities

- Materials Innovation and Recycling Authority
- New York Local Government Assistance Corporation
- New York State Higher Education Services Corporation
- New York State Housing Trust Fund Corporation
- New York State Thruway Authority
- State University Construction Fund

County Level Authorities

- Greene County Industrial Development Authority
- Hamilton County Industrial Development Agency
- Montgomery-Schoharie-Otsego Solid Waste Management Authority
- Oneida-Herkimer Solid Waste Management Authority
- Rockland County Solid Waste Management Authority*
- Saratoga County Water Authority
- Schenectady Metroplex Development Authority

City Level Authorities

- Albany Parking Authority
- City of Albany - Municipal Water Finance Authority
- Cities of Gloversville-Johnstown Joint Wastewater Treatment Facility
- City of New York - Fiscal Year 2005 Securitization Corporation
- City of Troy - Municipal Assistance Corporation
- City of Troy Capital Resource Corporation
- City of Troy Industrial Development Agency
- City of Troy Local Development Corporation

Town Level Authorities

- Town of Colonie Industrial Development Agency
- Town of Colonie Local Development Corporation
- Town of Islip Community Development Agency*
- Town of Islip Foreign Trade Zone Authority
- Town of Islip Housing Development Fund*
- Town of Islip Resource Recovery Agency
- Town of Massena - Massena Electric
- Town of Southampton - Community Preservation Fund

**appointed to audit the 6/30/16 financial statements*

Village Level Authorities

- Green Island Power Authority
- Village of Green Island Industrial Development Agency
- Village of Greenport Housing Authority
- Village of Sherburne Local Development Corporation

References

Town of Colonie, New York
P.O. Box 508
Newtonville, New York 12128
Mr. Christopher Kelsey
Accounting Director
(518) 783-2708

Village of Hamilton, New York
3 Broad Street
Hamilton, New York 13346
Ms. Mary Ann Henderson
Treasurer
(315) 824-1111

City of Rye, New York
1051 Boston Post Road
Rye, New York 10580
Mr. Joseph Fazzino
Comptroller
(914) 967-7412

Town of Halfmoon, New York
2 Halfmoon Plaza
Halfmoon, New York 12065
Ms. Bonnie Hatter
Director of Finance
(518) 371-7410

City of Oneonta, New York
258 Main Street
Oneonta, New York 13820
Meg Hungerford
Director of Finance
(607) 432-0560



Staff and Supervisory Qualifications and Experience

BST employs a staff of more than 100, with nearly half holding numerous advanced professional certifications and accreditations in specialized fields, including the following:

- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)
- Accredited in Business Valuation (ABV)
- Certified Financial Forensic Analyst (CFFA)

Excellence in service requires stringent attention to a host of quality objectives, not the least of which is the hiring, training, and supervision of our professional advisors. It also involves a high level of quality controls. These include, among other factors, exhaustive AICPA sanctioned peer review procedures and thorough documentation support in all areas of service.

The rewards of such a strong commitment to quality and excellence in client service are many. Among them is a high standing among our peers and, most importantly, a satisfied clientele and high rate of client retention.

Our professional standards are high. All of our professional staff members have a minimum of a bachelor's degree in accounting from a reputable college or university. Our commitment to quality is also evident in the Firm's policy of continuing professional education (CPE). Each of our professionals must receive a minimum of at least 40 hours of CPE annually, which exceeds the requirements of the AICPA. Focused training in specialized areas is also emphasized. All participants in the engagement meet the required continuing professional education requirements of auditing standards generally accepted in the United States of America as defined by the American Institute of Certified Public Accountants and as described in *Government Auditing Standards* issued by the U.S. Government Accountability Office (GAO).

Staff Continuity

As the City knows, our objective is to provide consistent service to our clients by keeping the same staff members involved with the same clients during multi-year arrangements. If selected, our team has the ability to respond rapidly and effectively to assignments and any other requests of the City. We do not intend to rotate key staff members or substitute others. We intend to use the service team identified in this proposal throughout the term of the arrangement. Should there be a need to change any staff, we will discuss such changes with you prior to making the changes.

Our service team approach is an integrated one, wherein we can best support all required professional services with a specialist in each designated area. The roles of the personnel who will comprise the engagement team are summarized below. Complete resumes are shown in Attachment 1 of this proposal.

Engagement Partner - Brendan K. Kennedy, CPA will continue to be the City's primary point of contact and will oversee all services provided and ensure that they are delivered in a timely and efficient manner. He will be responsible for all matters concerning accounting policy and practice, participate in the planning phases of our engagement, review all working papers and reports prepared by the field staff, and attend meetings with management and the Board committees. Brendan will be available to consult and review on any auditing and/or accounting questions that may arise. He will participate in a final review of all reports delivered. Brendan's professional experience includes significant time spent with cities, towns, villages, and public authorities. Brendan will bring his state-wide municipal experience to the table while performing the services requested by the City. Brendan is a licensed New York State certified public accountant.



Technical Partner - Paul L. Goetz, CPA will be available to consult and review auditing and/or accounting questions that may arise. He will participate in a final review of all reports delivered. Paul has a significant background related to governmental audits and consulting engagements in addition to 30 years of public accounting experience. Paul is a licensed New York State certified public accountant and was recently named as the leader of the Firm's Audit and Accounting Department.

Engagement In-Charge - Jonathan B. Gibbs, CPA will lead the engagement team in the field and execute the audit plan. Jon brings 6+ years of municipal audit experience to the engagement including 4 years of direct involvement with the City's audit. Jon is a licensed New York State certified public accountant.

Engagement Team

In addition to the above key personnel, we will utilize various members of our professional staff throughout the course of our engagement. All professional staff assigned to the engagement will generally be supervised and their work will be reviewed by the key personnel described above. All staff members assigned to the engagement will be drawn from the pool of professionals within the *Governmental and Municipal Services Group* assuring the City will receive service from experienced personnel on all aspects of the engagement.

Scope of Services and Audit Approach

Scope of Services

BST will perform the following scope of services for the City of Saratoga Springs (City) for the fiscal year ending December 31, 2016 and conclude with the fiscal year ending December 31, 2018:

- An audit conducted in accordance with Generally Accepted Auditing Standards, Government Auditing Standards, the Single Audit Act, and U. S. Office of Management and Budget Circular A-133.
- Expression of an opinion and audit report of the Financial Statements.
- Single Audit Report.
- New York State Department of Transportation Single Audit Report.
- Management letter.
- Reports on compliance with laws, regulations, and provision of contracts or grant agreements. Reports on any non-compliance, which could have a material effect on the financial statements, and any non-compliance, which could have a direct and material effect on each major program.
- Schedule of findings and questioned costs.

On an annual basis, we will hold a planning meeting with the Director of Finance prior to the beginning of each year's work. This meeting may incorporate other key departments involved in the annual audit. In addition, we will conduct an annual exit conference to review draft copies of the reports.

We foresee no obstacles in meeting the City's September 1st reporting deadline. BST will be able to meet with the City Council at the conclusion of our audit, or at any point during the year to discuss matters that may impact our annual audit services.

Audit Approach

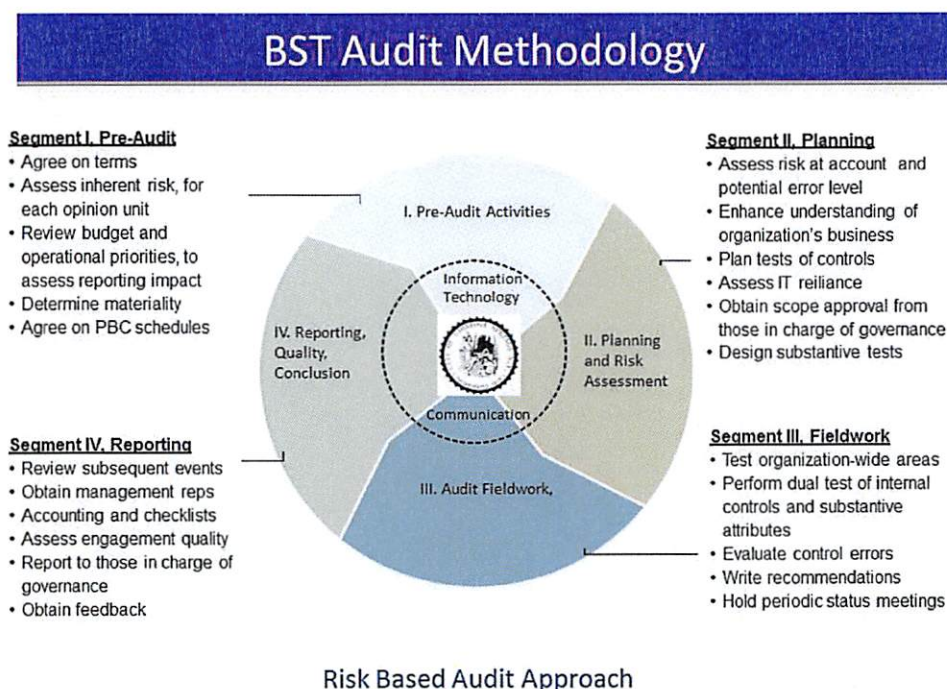
With an unwavering commitment to accuracy, our audit process is based on a thorough initial planning process, open and honest lines of communication throughout the year, and a specific methodology of analysis and quality review that will ensure a successful audit, as well as a successful relationship with the City and its professionals year after year. We have developed this successful methodology and are recognized for the quality and thoroughness of our audit process.

Our four-phased audit approach is focused on understanding the City's transaction processing cycles, internal controls, business risks, and management strategies. This approach enables us to identify key audit components and tailor our procedures to the unique aspects of the City's business. Our audit process is continuous, whereby we address and resolve issues, new accounting standards, and changes in your business, throughout the year, not just at year-end. We are committed to providing management with frequent interaction and delivering to the City a "no-surprises" audit. We have developed a business advisory approach to audit services which looks beyond accounting entries to underlying transactions and business systems. We place substantial emphasis on understanding your operations and business strategies. We do not view your audit as a commodity. Instead, we see it as a tool that you can use to improve your operations. We contribute recommendations about your internal controls, operating and accounting procedures, and other important matters. Our expectation is that you will view your audit as a process that adds value and your auditor as a contributor to the City.

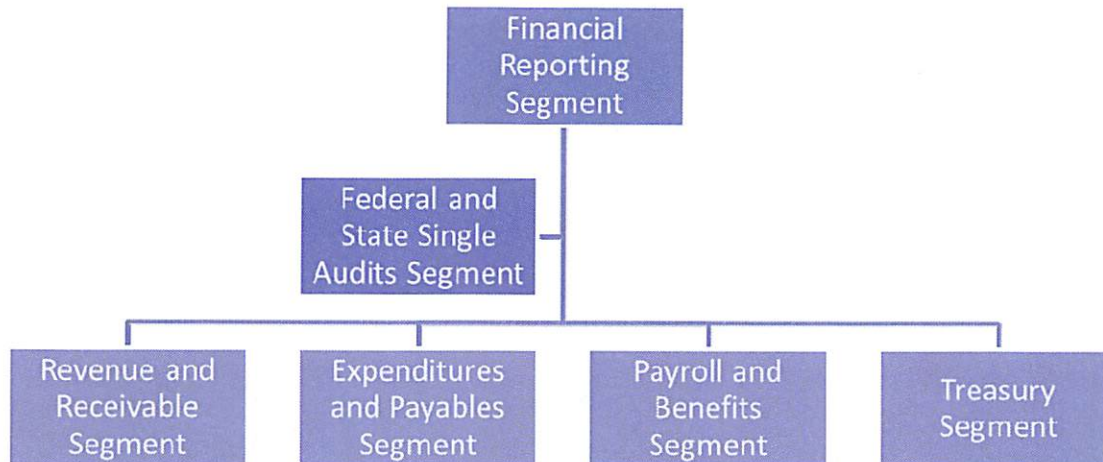
We will develop an audit plan specifically for the City based on our meetings with management to further our understanding of your business concerns and challenges; understand and document the accounting and information systems; evaluate economic and industry factors affecting operations; identify major areas of audit risk; coordinate the audit process with the City's designated liaison and perform testing on interim balances to minimize the amount of year end testing. Our audit plan will consist of a multi-phased approach focusing on planning, internal control evaluation, fieldwork and reporting.

Financial Statement Audit Methodology

Below we have outlined the various components of our audit methodology:



Our specific plan for Segment III, Fieldwork, includes segmenting out processes by major functional area. Preliminary we plan to approach our audit of the City as follows:



Financial Reporting Segment

- Execution of planning activities
- Interviews with key staff personnel
- Walkthroughs of significant classes of transactions
- Calculation of preliminary materiality
- Sample selections for fieldwork phase
- Financial statement tie-out and review
- Calculation of final materiality
- Completion of accounting and disclosure checklists
- Other completion forms
- Final analytics

Expenditure and Payable/Accrual Segment

- Cash disbursements
- Completeness of accounts payable
- Manual accruals
- Review of legal expenses and preparation of legal letters

Federal and State Single Audit Segment

- Compliance with Federal and State regulations
- Federal and State Revenues/ Receivables

Revenue and Receivable Segment

- Property and other tax items
- Departmental income and other general government revenues
- Intergovernmental charges, interfund revenues, interfund transfers

Treasury Segment

- Cash, investment and debt confirmations
- Bond issuances
- Debt service

Payroll and Benefits Segment

- Payroll expenses
- Employee benefit expenses
- Self-insured obligations
- Other postemployment benefits
- Proportionate share of the net pension liability
- Other payroll and employ benefit accruals

Planning Phase

The first step of the audit is preplanning, which involves meeting with City management to clearly identify the lines of communication, perform a risk analysis, discuss audit scopes and alternatives, discuss any concerns, and set expectations.

A thorough understanding of your organization and its operating environment is essential for the development of an audit plan for an efficient, cost effective audit. During this phase, we will meet with appropriate personnel to document our understanding of your operations, including business concerns and challenges and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work efforts are coordinated so that there will be minimal disruption to your staff. During this phase we will perform the following activities:

- Review the regulatory and statutory compliance requirements within which the City operates. This will include a review of applicable federal laws, state statutes, ordinances, resolutions, debt instruments, contracts, other agreements, and minutes of meetings of City management and various committees;
- Review major sources of information, such as the City's budgets, organization charts, procedures manuals, financial systems, and management information systems;
- Review of the City's internal control processes;
- Review of accounting and information systems;
- Consider the methods that the City uses to process accounting information which influence the design of the internal control. This understanding includes knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation by the City, and
- Identify and resolve accounting, auditing, and reporting matters noted during planning.

BST will evaluate the City's system of internal control to assess the extent it can be relied upon to ensure accurate information, to ensure compliance with laws and regulations, and to provide for efficient and effective operations. Our evaluation will include:

1. Review of the system, which is primarily the process of obtaining information about the organization and the procedures prescribed and is intended to serve as the basis for tests of compliance and for evaluation of the system.
2. Tests of compliance, which are made to provide reasonable assurance that the accounting control procedures are being applied as prescribed.

The development of our audit plan is dependent on our understanding of your operations and our assessment of current risk factors. This approach requires the careful exercise of professional judgment developed through extensive experience with audits and is based on our assessment of risk of error in the financial statement line items and for the City as a whole. As a result, we will focus our audit effort in the important, high risk areas and minimize our time in the low risk areas ensuring you of a cost-effective and efficient audit.

Fieldwork Phase

Fieldwork is the largest part of the audit process and includes both substantive audit tests, such as confirmation work, and analytical review, such as variance examination. Interim fieldwork includes many planning activities mentioned earlier, including detailed risk assessments, interviews of key employees, and systems documentation. Interim test work includes testing of controls and preliminary testing on compliance and other areas.



At this point, we will have performed our risk assessment, developed a preliminary audit plan, gained a thorough understanding of the accounting system, and evaluated, and, if determined to be cost-justified, compliance tested the system of internal accounting control. Based upon the preceding work, we will perform substantive audit procedures tailored to your specific accounts to the extent determined by the results of our evaluation and testing of internal accounting controls.

BST uses sampling in selecting items for testing by compliance and/or substantive tests where it is determined to be cost beneficial to sample the population.

Audit sampling will normally be used in audits of governmental units to perform the following tests:

- Substantive tests as part of the audit of the governmental unit's basic financial statements;
- Compliance tests to provide reasonable assurance that internal control (accounting and administrative) procedures used in administering federal and state financial assistance programs, if any, are being applied as prescribed, and
- Substantive tests of compliance with laws and regulations as part of the audit of the basic financial statements and for the purpose of reporting on compliance with laws and regulations as they relate to the schedule of federal and state financial assistance, if applicable.

For the audit of the City's financial statements, we anticipate that our sampling methodology will be used to determine sample sizes for tests of payroll, expenditures, fixed assets additions, and certain revenue sources.

Our audit approach requires the use of analytical procedures to assist in planning the nature, timing, and extent of other auditing procedures.

The primary focus of analytical procedures employed at the planning stage is the identification of specific risks or errors in the financial statements or of compliance violations. By considering unusual or unexpected balances or relationships, analytical procedures help to direct our attention to areas with the highest potential for material misstatement. Preliminary analytical procedures may also identify unfavorable trends or other matters.

Analytical procedures will include the following, where applicable:

- Comparison of original budget (revenue sources and appropriations) to actual amounts.
- Comparison of major balance sheet balances to:
 1. Preliminary expectations based on budgets and forecasts.
 2. Prior year amounts.
- Consideration, to the extent applicable, of the certain key financial relationships in relation to preliminary expectations to determine if there are unusual or unexpected balances or unexpected relationships.

Reporting Phase

Our approach to the audit will include, at a minimum, the following reviews of the financial statements, audit reports, and workpaper files:

- Engagement Performance and Administration - our engagement in-charge will review the work of all staff in detail, including workpapers, financial statements, audit report, compliance report, and management letter.
- Partner Review - will review of the financial statement audit report, compliance reports, management letter, workpaper files for significant and critical areas, and concurrence with conclusions of the engagement team.

- Independent Report Review - will conduct a final technical review of all deliverables.

At the conclusion of the audit process, we will issue the required opinions. Our management letter will discuss internal control recommendations and suggestions for procedural improvements we identified as part of the audit. The letter will also include observations about accounting methods and procedures, business and industry practices or issues, operational ideas, and suggestions to further enhance the City's operations. We will advise you of any new accounting pronouncements that have been or may be issued and indicate their potential impact.

Fee structure - Our quoted annual fees for services to be rendered are inclusive of all travel, clerical, printing, administrative, and overhead expenses, for each year. We propose the following rates, hours, and fees for all matters contemplated under the aforementioned scope of services section for the City's fiscal year ended December 31, 2016:

<u>Level</u>	<u>Rates</u>	<u>Hours</u>	<u>Fees</u>
Partner	\$ 275	32	\$ 8,800
Manager	190	-	-
Senior Associate	150	120	18,000
Associate	110	100	11,000
Administrative	110	20	2,200
<hr/>			
BST Investment		272	\$ 40,000
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10% Discount			\$ (4,000)
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Proposed Not-to-exceed fee			\$ 36,000
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Our professional fees for the future years contemplated under your request for proposal are as follows:

- December 31, 2017 - \$36,000
- December 31, 2018 - \$37,000

Proposed Timeline

BST is committed to providing excellent professional services to organizations committed to doing things the right way. The opportunity to be of service to the City has been discussed amongst the *Government and Municipal Services Group*. We foresee no issues in our workload or volume that would detract in our ability to meet reporting goals.

We propose the following timeline:

Audit Component	Timing
Planning (interim fieldwork)	April 2017
Substantive Audit Procedures (fieldwork)	May 2017
Completion Procedures (off site)	May 2017
Presentation of Draft Audit Results	June 2017
Finalize Auditor's Reports	July 2017

Report Issuance and Attendance at Meetings

We will plan to meet with the City during the preplanning phase as well as at the conclusion of the audit to discuss the planning and the results of our work.

At the end of our engagement, we will meet with those charged with governance to present our reports and letters, and to discuss our audit findings. We will provide a memorandum on business matters, which includes our recommendations for improving your operations, as well as information regarding any new accounting pronouncements, and other issues that impact the City. We will also be available to meet with you during the year to answer any questions that may arise.

Attachments

- 1. Service Team Resumes**
- 2. Peer Review Report**
- 3. Required Forms**



"We strive to help governmental organizations succeed in today's complex regulatory environment; whether it is traditional compliance services or consultation beyond the audit."



Brendan K. Kennedy, CPA

Brendan joined the Firm in 2012 following 10 years with a "Big Four" firm. He has a proven track record of delivering high quality audit and advisory services to large and intricate governmental organizations. Brendan is well versed in complex governmental accounting standards and audit requirements under OMB Circular A-133 (single audits). Brendan's skills go beyond a government's basic audit requirements and include assistance with water/sewer rate studies, accounting standard implementation, and internal control assessments.

Within BST, Brendan is responsible for delivering governmental training materials, including live instruction, to partners and staff. In addition, Brendan serves as a financial statement reviewer for GFOA's certificate of excellence in financial reporting program.

Brendan is a member of the American Institute of Certified Public Accountants, the Association of Governmental Accountants, and the Government Finance Officers Association. He has a Bachelor's Degree in Business Administration from Siena College, and has met all AICPA, New York State and "Yellow Book" continuing professional education requirements.

Brendan also serves as:

- A member of the New York State Society of Certified Public Accountants' Government Audit and Accounting Committee;
- Treasurer for the New York Capital Chapter Association of Government Accountants;
- A member for the New York State Government Finance Officers Association Board of Directors.

In addition to performing financial and single audits, Brendan has provided an array of advisory services including:

- Supervision of the New York State Lottery drawing programs for compliance with gaming regulations;
- Assisting the City of New York with their adoption of Governmental Accounting Standards Board Statement Number 49, *Accounting and Financial Reporting for Pollution Remediation Obligations*;
- Review of water and sewer rate structure for the City of Saratoga Springs.

Representative Engagements

City of New York
City of Saratoga Springs
City of Rye
County of Albany
New York Local Government
Assistance Corporation
New York Power Authority
New York State Housing Trust Fund
Corporation
New York State Thruway Authority
State of New York
State University of New York
Town of Colonie
Town of Halfmoon
Town of Ballston
Town of Islip Resource Recovery
Agency
Town of Islip Foreign Trade Zone
Authority
Town of North Hempstead
Community Dev. Agency
Town of Southampton Community
Preservation Fund
Village of Greenport
Village of Lake Placid
Village of Lynbrook
Village of Old Westbury
Village of Stewart Manor

"Our client's success is our business"



Paul L. Goetz, CPA

Paul will continue to serve as the partner in-charge of BST's relationship with the City. Paul will oversee all services provided and ensure that they are delivered in a timely and efficient manner. He will be responsible for all matters concerning accounting policy and practice, participate in the planning phases of our engagement, review all working papers and reports prepared by the field staff, and attend meetings with management or designated personnel. Paul is a Certified Public Accountant in the state of New York with over 30 years of public accounting experience. He is a member of the Firm's *Governmental and Municipal Services Group*, and was recently named as the leader of BST's A&A team.

Paul has a proven track record of delivering high quality audit and advisory services to large governmental organizations. Paul is well versed in complex governmental accounting standards and audit requirements under OMB Circular A-133 (Uniform Guidance). Paul also has extensive accounting and auditing experience with organizations in the insurance industry. His other experience includes commercial, not-for-profit, and employee benefit plan auditing and accounting. He is also a member of the Firm's *Pension Audit Services Group* and serves as a quality control reviewer on a number of the Firm's governmental audits.

Paul is an active member within NYS GFOA and New York State Association of Counties (NYSAC) and has led training sessions as part of GFOA's ***Government Finance Institute (GFI)*** training program. In addition, Paul is a special technical reviewer under GFOA's Certificate of Excellence in Financial Reporting program.

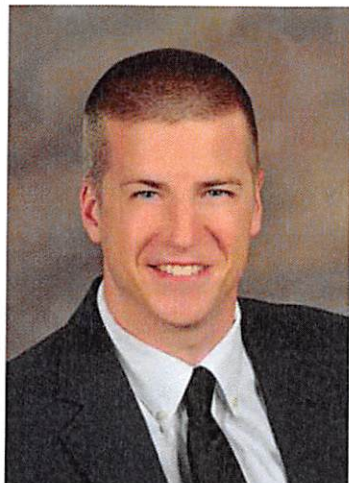
Paul has met all AICPA, New York State and "Yellow Book" continuing professional education requirements. Paul graduated from Siena College with a Bachelor of Business Administration degree in Accounting.

Prior to joining BST, Paul was a Partner at another regional accounting firm where he managed a diverse client base including public and privately held companies and governmental entities, with a focus on manufacturing, service industries, and emerging technology. He also served as the Assistant Director of Quality Control, actively participated in recruiting efforts, and conducted training seminars to develop future leaders.

Representative Engagements

Albany County
City of Oneonta
City of Troy - IDA, LDC, CRC
Fulton County
Materials Innovation and
Recycling Authority
Montgomery, Otsego, Schoharie
Solid Waste Management
Authority
Oneida-Herkimer Solid Waste
Management Authority
Mohawk Valley Water Authority
NYS Thruway Authority
Rockland County Solid Waste
Management Authority
Town of Saratoga
Town of Queensbury

"Our commitment every day is to provide our clients with additional value that goes beyond a financial statement audit or tax return."



Jonathan B. Gibbs, CPA

Jon joined BST & Co. CPAs, LLP in 2010 currently serves as a Senior Associate in the Accounting and Auditing Department. Jonathan is a Certified Public Accountant licensed in New York and serves on a wide range of engagements, with a concentration in the government and not-for-profit industries. Jon leads several of the firm's larger municipal and public authority audit engagements.

Jon is a member of the Government Finance Officers Association.

Jonathan graduated from the State University of New York at Oneonta with a Bachelor's Degree in Accounting, and is a member of the American Institute of Certified Public Accountants and New York State Society of Certified Public Accountants. He has met all of the AICPA, New York State and "Yellow Book" Continuing Professional Education requirements, and is a member of the Firm's *Governmental and Municipal Services Group*.

Representative Engagements

Albany County
Greene County Industrial
Development Agency
Oneida-Herkimer Solid Waste
Management Authority
City of Oneonta
City of Rye
Schenectady Metroplex
Development Authority
Town of Ballston
Town of Colonie
Village of Green Island
Village of Greenport



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Pittsburgh, PA 15227-2136
412/685-5045
Fax 412/685-4970
www.pbaca.com

Certified Public Accountants

SYSTEM REVIEW REPORT

December 12, 2013

To the Partners

SaxBST, LLP (formerly Bollam, Sheedy, Torani & Co., LLP)
and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of SaxBST, LLP (formerly Bollam, Sheedy, Torani & Co., LLP) (the firm) applicable to non-SEC issuers in effect for the year ended August 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a system review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and examinations of service organizations (Service Organizations Control (SOC) 1 and 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of SaxBST, LLP (formerly Bollam, Sheedy, Torani & Co., LLP) applicable to non-SEC issuers in effect for the year ended August 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. SaxBST, LLP (formerly Bollam, Sheedy, Torani & Co., LLP) has received a peer review rating of *pass*.

Goff Backa Alfera & Company, LLC

GOFF BACKA ALFERA & COMPANY, LLC
PITTSBURGH, PENNSYLVANIA

- Present the final reports to the City Council, if necessary.

The accounting firm shall also be available, at no additional cost, during the course of the year for general consultation.

Proposal Requirements

The selection criteria will include thoroughness of the written proposal relative to the purpose, scope of services, and reporting requirements described herein. The following is a list of the information that the respondent is required to provide.

1. Document the complete scope of services to be provided including the time frame estimate for completing the audit. Additional services may be added to the proposal.
2. Your firm's general experience providing similar services to other New York Municipal clients. Please provide at least three (3) references from your most recent public audit engagements including the contact person's name, address, and telephone number.
3. The credentials of the project supervisor and the professional qualifications on the individuals assigned to complete the work. Please provide a resume of each individual.
4. Fee structure – Quote annual fees for services to be rendered, inclusive of all travel, clerical, printing, administrative and overhead expenses, for each year of the proposal. In addition please state the total number of hours and hourly rate required by each staff classification.
5. Three (3) copies of the proposal shall be submitted.
6. One (1) copy of the firms' most recent audited financial statements.

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

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

TOTAL BID IN FIGURES: \$ 109,000

TOTAL BID WRITTEN: \$36,000 - 2016, \$36,000 - 2017, \$37,000 - 2018

COMPANY NAME: BST & Co. CPAs, LLP

ADDRESS: 26 Computer Drive West

Albany NY 12205 Phone No. (518) 459 - 6700
(City) (State) (Zip)

E-MAIL ADDRESS: bkennedy@bstco.com

AUTHORIZED SIGNATURE: Brendan K. Kennedy

PRINTED NAME: Brendan K. Kennedy

TITLE: Partner DATE: January 11, 2017



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of your firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

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

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

Signature: Brendan K. Kennedy Print Name: Brendan K. Kennedy

Title: Partner Date: January 11, 2017

Company: BST & Co. CPAs, LLP Address: 26 Computer Drive West, Albany, NY 12205

Subscribed to under penalty of perjury under the laws of the State of New York, this 11 day of January, 2016 as the act and deed of said corporation of partnership.



Vendor/Supplier Code of Conduct

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

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

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

Vendor Acknowledgement

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

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

Signature: Brendan K. Kennedy

Printed name: Brendan K. Kennedy

Title: Partner

Date: January 11, 2017

Company Name: BST & Co. CPAs, LLP



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: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Consultant Primary Contact for This Project: _____ Title: _____

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: _____

Brendan K. Kennedy

Date: January 11, 2017



CERTIFICATE OF LIABILITY INSURANCE

BST&C1C

OP ID: SMB

DATE (MM/DD/YYYY)
01/23/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 12211-2386 Michael J. Brooks	CONTACT NAME: Michael J. Brooks		
	PHONE (A/C No. Ext): 518-465-3591	FAX (A/C No.): 518-465-3968	
	E-MAIL ADDRESS: mbrooks@austin-co.com		
INSURED BST & Co., CPAs, LLP BST Wealth Management LLC 26 Computer Drive W Albany, NY 12205	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Sentinel Insurance Co., LTD		11000
	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 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		01SBARH3422	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input 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			01SBARH3422	07/01/2016	07/01/2017	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			01SBARH3422	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
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 type="checkbox"/>	N/A	01WECZT8467	01/01/2017	01/01/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 PROPERTY 1,250,000

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

Per Policy Terms, Conditions & Exclusions - City of Saratoga Springs is listed as an additional insured on the general liability policy on a primary and non-contributory basis, but only with regards to the 2016 Audit Services, if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12886

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YYYY)
01/23/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Pace Professional Services, Ltd. 585 Stewart Avenue, Suite 600 Garden City, NY 11530	CONTACT NAME:	FAX
	PHONE (A/C, No, Ext):	(A/C, No):
INSURED BST & Co. CPAs, LLP 26 Computer Drive West Albany, NY 12205	EMAIL	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Continental Casualty Company (CNA)
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

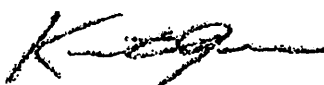
CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (mm/dd/yyyy)	POLICY EXP (mm/dd/yyyy)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			N/A			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"/> SCHEDULED <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ EACH OCCURRENCE \$
	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		N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Accountants Professional Liability			APL-625772383	07/01/2016	07/01/2017	\$5,000,000/\$5,000,000 Per Claim / Aggregate

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

CERTIFICATE HOLDER City of Saratoga Springs 474 Broadway Saratoga Springs, 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 
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LN	ORG	ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	LINE DESCRIPTION	ACCOUNT DESCRIPTION	ENTITY	AMEND	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL														
2017	02		6	02/07/2017	020717	PAYROLLTRA	BUA 020717PAYT	1						
1	A3031441	51045			CITY ENGINEER'S OFFICE	PS	ENGINEERING TECH TEMP APPT ENG TECH			02/07/2017		11,050.00	11,050.00	
	A	-30-3-1440-1-51045	-											
2	A3031441	51043			CITY ENGINEER'S OFFICE	PS	ENGINEERING TECH TEMP APPT ENG TECH			02/07/2017	44,261.00	-11,050.00	33,211.00	
	A	-30-3-1440-1-51043	-											
3	A3618681	51960			PLANNING AND ECON DEVELOP	PS	OVERTIME			02/07/2017		350.00	350.00	
	A	-36-1-8687-1-51960	-				APPD STAFF OT GRANT REIMBURSE							
4	A3618684	54740			PLANNING AND ECON DEVELOP	CS	SERVICE CONTRACTS - EQUIPMENT			02/07/2017	3,000.00	-350.00	2,650.00	
	A	-36-1-8687-4-54740	-				APPD STAFF OT GRANT REIMBURSE							

** JOURNAL TOTAL

0.00

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|CITY OF SARATOGA SPRINGS LIVE
|BUDGET AMENDMENT JOURNAL ENTRY PROOF

2
|P|bgamdent

CLERK: u05

<u>YEAR PER</u>	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	A/COUNT LINE DESC	T OB	DEBIT	CREDIT
2017	2	BUA A301441-51045	02/07/2017	PAYROLLTRA				ENGINEERING TECH TEMPORARY	5	11,050.00	
		BUA A301441-51043	02/07/2017	PAYROLLTRA				TEMP APPT ENG TECH ENGINEERING TECH	5		11,050.00
		BUA A3618681-51960	02/07/2017	PAYROLLTRA				TEMP APPT ENG TECH OVERTIME	5	350.00	
		BUA A3618684-54740	02/07/2017	PAYROLLTRA				APPD STAFF OT GRANT REIMBURSE SERVICE CONTRACTS - EQUIPMENT APPD STAFF OT GRANT REIMBURSE	5		350.00
										.00	.00
JOURNAL 2017/02/6 TOTAL										.00	.00

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CITY OF SARATOGA SPRINGS LIVE
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 3
bgardent

FUND ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT

FUND TOTAL .00 .00

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



CHANGE ORDER

City of Saratoga Springs

No. 1

DATE OF ISSUANCE 2-1-17

EFFECTIVE DATE 2-8-17

OWNER City of Saratoga Springs

CONTRACTOR PCC Contracting Incorporated

Contact: Michael K. Lock

Project: Casino Ballroom Final Plaster Restoration

OWNER's Contract No. 2016-37

ARCHITECT

ENGINEER's Contract No. 1621

ENGINEER ARCHITECT Mesick Cohen Wilson Baker, LLP

You are directed to make the following changes in the Contract Documents:

- Description:
1. Abate existing asbestos containing vermiculite
 2. Repair wall sconces
 3. Gold ornamental painting

Reason for Change Order:

1. Existing asbestos containing vermiculite discovered in lower plaster cornices on east and west walls during restoration
 2. Three of the 18 wall sconces are loose at the wall connection and need to be secured to new bracing in the walls.
 3. Gold ornamental painting is being proposed to brighten the ornamental scrolls, eagles, keystones over the coves, ballusters & and mirror fram
- Attachments: (List documents supporting change)

1. 1/24/17 Proposal for Abatement of Asbestos Vermiculite by PCC Contracting Inc. w/ backup
2. 1/31/17 Proposal for Wall Sconces Repairs & Gold Ornament Painting by PCC Contracting Inc. w/ backup

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>389,475.00</u>
Net Increase (Decrease) from previous Change Orders No. <u> </u> to <u> </u> : \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>389,475.00</u>
Net increase (decrease) of this Change Order: \$ <u>40,791.43</u>
Contract Price with all approved Change Orders: \$ <u>430,266.43</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u> </u> to <u> </u> : No. <u> </u> : 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: [Signature]
ENGINEER (Authorized Signature)

Date: 2/1/17

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 2/3/17

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



**CONTRACTING
INCORPORATED**

1861 Chrysler Avenue
Schenectady, NY 12303

Tuesday, January 24, 2017

Ms. Deborah LaBreche, P.E.
Office of the City Engineer
474 Broadway
Saratoga Springs, NY 12866

Re: Proposal for Abatement of Asbestos Vermiculite
Casino Ballroom Final Plaster Restoration (BID #2016-37)

Dear Ms. LaBreche:

As requested, below, please find our proposal for the abatement of asbestos containing vermiculite discovered during the restoration work.

Change Order Breakdown:

Subcontractor:	\$11,538.27
GC Mark-Up (5%):	\$ 576.91
Total This Request:	\$12,115.18

Thank you for the opportunity to present this proposal. Please call me at (518) 441-5982 with any questions.

Sincerely,

PCC Contracting, Inc.

A handwritten signature in blue ink that reads "Michael K. Lock". The signature is fluid and cursive, with a large loop at the end.

Michael K. Lock
President

Clean Air Environmental Services, Inc.
244 Guy Park Ave
Amsterdam, NY 12010
P: 518-848-9313

1/23/17

Change Order 1

Proposal: PCCcontracting

RE: Canfield Casino Plaster Repairs

Scope Of Work: Abatement of asbestos vermiculite from 2 locations.
35ft of asbestos vermiculite to be abated at each location.

Plans:

Addendum:

Exclusions:

- Work area shall be free and clear of all items
- Payment Terms: Standard billing per spec
- Air monitoring/ Visual inspection/Variance to be provided by owner.
- Water and power to be provided by owner
- EPA Notifications & Disposal are included

Breakdown of Cost:

Labor Cost: \$ 9,022.80 = 120man hours. 60man hours per location

Material Cost: \$ 760.48

Disposal Cost: \$ 250.00

O & P: 15% = \$ 1,504.99

Grand Total: \$ 11,538.27

Sent by:

Andrew Weigle

Clean Air Environmental Services, Inc

P: 518-848-9313

aweigle@cleanaires.com

NYS MBE Certified



**CONTRACTING
INCORPORATED**

1861 Chrisler Avenue
Schenectady, NY 12303

Tuesday, January 31, 2017

Ms. Deborah LaBreche, P.E.
Office of the City Engineer
474 Broadway
Saratoga Springs, NY 12866

Re: **Proposal for Wall Sconces Repairs and Gold Ornamental Painting**
Casino Ballroom Final Plaster Restoration (BID #2016-37)

Dear Ms. LaBreche:

As requested, below, please find our proposal for the wall sconce repairs and the gold ornamental painting during the restoration work.

Change Order Breakdown:

1. Repaint gold ornamental plaster with Ronan's Aqua Leaf Real Gold, on the east and west walls, and the keystones at the top of the bay on the north and south walls.

Subcontractor:	\$4,470.00 (2 men x 32 hrs X \$65/hr + \$300 materials)
GC Mark-Up (5%):	<u>\$ 223.50</u>

Total This Request:	\$4,693.50
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2. Paint spindle trim at the base of the lay lights with Ronan's Aqua Leaf Real Gold, (60 lay lights)(Protect lay lights/plaster, clean dirt, white primer, paint interior of ballusters gold)

Subcontractor:	\$16,920.00 (1 man x \$65/hr x 4.1 hrs/ lay light x 60 lay lights)
GC Mark-Up (5%):	<u>\$ 846.00</u> + \$800 materials)

Total This Request:	\$17,766.00
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3. Repairs of three wall sconces.
 - a. Remove or stabilize wall sconces as require.
 - b. Remove plaster as require to install new mounting bracket hardware.
 - c. Install new mounting brackets.
 - To be designed and fabricated as per exciting field conditions.
 - d. Reinstall lath and three coat plaster.

PCC Contracting:

Labor	\$ 1,225.00 = 17 hours per location
Materials & Steel Fabrication	\$ 250.00
GC O&P: 15%	\$ 221.25
Sub Total	\$ 1,696.25
8 sf. 3 coat plaster @ \$47.00 per sf.	\$ 376.00 (unit cost #1)
Total	\$ 2,072.25 /Each

(Three sponce @ \$2,072.25)

Total This Request: \$ 6,216.75

Thank you for the opportunity to present this proposal. Please call me at (518) 461-7210 with any questions.

Sincerely,

PCC Contracting, Inc.



Richard Martino
Vice President

Rich Martino

From: Steve Ryan <steve@ryancommercialpainting.com>
Sent: Monday, January 30, 2017 1:49 PM
To: 'Rich Martino'
Subject: RE: change order pricing needed Canfield Casino

Rich,
Scrolls, eagles, angels, small keystones, mirror frame wrap where its gold now

Steve

From: Rich Martino [mailto:rmartino@pcccontracting.com]
Sent: Monday, January 30, 2017 1:37 PM
To: 'Steve Ryan' <steve@ryancommercialpainting.com>
Subject: RE: change order pricing needed Canfield Casino

Steve,

Is the Miscellaneous items thought out, are they for the gold paint on the east and west wall, and the keystones over the bays?

Rich

From: Steve Ryan [mailto:steve@ryancommercialpainting.com]
Sent: Monday, January 30, 2017 1:01 PM
To: 'Rich Martino'
Cc: bob@ryancommercialpainting.com
Subject: change order pricing needed Canfield Casino

Rich,

Provide labor and materials to paint the spindles at the Lay-Lights and the miscellaneous gold decorative items Aqua Leaf Gold. 1 Prime and 2 finish as needed.

Spindle trim at Lay Light	= \$ 16,920.00
Miscellaneous items throughout	= \$ 4,470.00
Total	\$ 21,390.00

Best regards,

Steve

Stephen Ryan
Frank J Ryan & Sons Inc

To: Mike Veitch, Business Manager, Saratoga Springs DPW
From: Tom Denny, Chair, Sustainable Saratoga's Urban Forestry Project
Re: City application for Tree City USA certification (time sensitive)
Date: January 26, 2017

Knowing how busy you are, I have been in touch with DEC and with other departments in City Hall and have pulled together what I believe is all you need, other than DPW data, to complete and submit the application. Details are below.

The value of the Tree City USA certification is both tangible and intangible. Not to have Tree City USA status means that the City is losing the opportunity for various grant funding that would allow the City to leverage taxpayer tree funding to accomplish more. Some grants are only open to municipalities with Tree City USA certification; others give Tree Cities extra points that would make us more competitive. On the intangible side, qualifying for Tree City USA status aligns us with other progressive cities and proudly proclaims to the world that we are committed to a successful tree program.

If we apply soon, we have a good chance of receiving certification in time for this year's Arbor Day plantings and celebration on April 29. The State DEC, which processes the grant, is in a slow time of year and promises to expedite our application. If you feel this needs to go to City Council, I would ask you to put it on the Commissioner's agenda for the February 7 meeting and send it in immediately after that. If you don't feel it needs to go to Council, I would urge you to get it prepared and then forwarded to the Mayor for her signature even sooner.

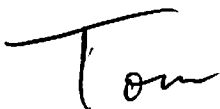
Here is what DEC explained is necessary for the application:

- Tree City USA application (I have filled in as much as I could in draft form)
- Standard 1: No supporting materials needed. It would be appropriate to mention Sustainable Saratoga's role but not necessary. We leave it to your judgment.
- Standard 2: Send in the complete tree ordinance (enclosed). Even Tony Izzo could not identify the exact year of Chapter 220 of the City Code. Sometime in the 1970s.
- Standard 3: For budget info and work plan, DEC says that the sheet headed "Tree City USA Standard 3 Worksheet" is all that is required. It is enclosed.
- Standard 4: 2016 Arbor Day Proclamation and newspaper coverage (enclosed)
- Mayor's signature

I would appreciate it if you could let me know when you have sent this in and could provide us with a photocopy of the two pages of your final completed application, the actual application and the Standard 3 Worksheet.

Thanks for your efforts on behalf of the trees and all the City's needs.

Best,



TREE CITY USA Application

Mail completed application with requested attachments to your state forester no later than December 31.
The TREE CITY USA award is in recognition of work completed by the community during the calendar year.
Please provide information for the year ending.

(Some states require information in addition to the requested on this application. Check with your state foresters.)

As MAYOR of the community of Saratoga Springs
(Title - Mayor or other city official)

I herewith make application for this community to be officially recognized and designated as a Tree City USA for 2016, having achieved the standards set forth by The National Arbor Day Foundation as noted below.
(year)

Standard 1: A Tree Board or Department

List date of establishment of board, board members, and meeting dates for the past year; or name of city department and manager.

Dept of Public Works - City Arborist
<Sustainable Saratoga's UFP = partner (Fonded 2011)>

Standard 2: A Community Tree Ordinance

Date ordinance established

~1970

Attach ordinance.

Standard 3: A Community Forestry Program with an Annual Budget of at Least \$2 Per Capita

Total community forestry expenditures \$ ~~94,963~~ 308,560

Community population 26,586 2000 census

Attach annual work plan outlining the work carried out during the past year. Attach breakdown of community forestry expenditures.

8560

1/3/17
report

Standard 4: An Arbor Day Observance and Proclamation

Date observance was held April 30, 2016

Attach program of activities and/or news coverage. Attach Arbor Day proclamation.

Signature

Title

Date

Please type or print the following:

Mayor or equivalent:

Name: Joanne Yepsen

Title: Mayor

Address: 474 Broadway, Suite 9

City, State, Zip: Saratoga Springs, NY 12866

Phone #: 518-587-3550

Email: joanne.yepsen@saratoga-springs.org

City Forestry Contact:

Name: Michael Veitch

Title: DPW Business Manager

Address: 474 Broadway

City, State, Zip: Saratoga Springs NY 12866

Phone #: 518-587-3550 x 2556

Email: Michael.veitch@saratoga-springs.org

NOTE: Application will not be processed without attachments.

Certification

(To Be Completed By The State Forester)

(Community)

The above named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be recognized and designated as a Tree City USA, for the _____ calendar year, having in my opinion met the four standards of achievement in urban forestry.

Signed

State Forester

Date

Person in State Forester's Office who should receive recognition material:

Name: _____

UPS Address: _____

Title: _____

City, State, Zip: _____

Agency: _____

PH #: _____

Email: _____



**Department of Public Safety
Traffic Maintenance Division**

January 23, 2017

RE: Request for an amendment to City Code Chapter 225

The current parking restrictions on Railroad Place from Church Street to Division Street on the west side of the road currently allow for all-day parking with one 15 minute parking spot in front of the commercial business. With the increased amount of business and the addition of the movie theatre, the current parking regulations are not reflecting the needs of the businesses and the residents.

Therefore, the Traffic Maintenance Division recommends restricting parking on the west of Railroad Place from Church Street to Division Street to 3 Hour Parking; 9:00am to 6:00pm and;

Restrict parking on the west of Railroad Place to 15 Minute Parking. Starting at 285 feet south of Church Street and ending at 350 feet south of Church Street.

Therefore, the Traffic Maintenance Division request the City Council resolve to amend City Code Chapter 225, Article IX, Subsection 225-87 Time Limit Parking as follows;

Name of Street	Side	Time Limit; Hours/Days	Location
Railroad	West	3 Hours; 9:00am to 6:00pm	Between Church Street and Division Street
Railroad	West	15 Minutes	Starting at 285 feet south of Church Street and ending at 350 feet south of Church Street.

Respectfully submitted by,

Mark Benacquista, Department Supervisor



**Department of Public Safety
Traffic Maintenance Division**

January 11, 2017

RE: Request for an amendment to City Code Chapter 225

Meadow Vista is a residential subdivision development currently under construction and is located off outer Grand Avenue in the western section of the city. The development has been constructed to a point where the Developer is seeking the subdivision's streets be accepted as Official City Streets.

As part of the subdivision Site Plan requirements, the Developer has installed a number of stop signs at various street intersections. Pursuant to New York State Vehicle and Traffic law Article 39, Subsection 1640-1; stop signs require codification by the Saratoga Springs City Council.

Therefore, the Traffic Maintenance Division request the City Council resolve to amend City Code Chapter 225, Article IX, Subsection 225-77 Schedule XII Stop Intersections as follows;

Stop Sign On	Direction of Travel	At Intersection Of
Cygnets Circle	North	Grand Avenue
Cygnets Circle	West	Cygnets Circle
Ericson Way	East	Cygnets Circle
Hawkins Place (South end)	West	Cygnets Circle
Hawkins Place (North end)	West	Cygnets Circle

Respectfully submitted by,

Mark Benacquista, Department Supervisor



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
City Department: Public Safety Department Contact Person: Robert Williams or Lisa Watkins (Nolan) City Ext. _____
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 contact 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 or 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: 1/24/17

Print Name: STEPHEN P. RETZLAFF Title: PRES

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS:

COUNTY OF Saratoga)

ON THIS 24th DAY OF January 20 17 BEFORE ME PERSONALLY CAME
Stephen P. Retzlaff TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE AND SAY THAT
HE/SHE RESIDES IN Troy, New York 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. Gelais
NOTARY PUBLIC

KATHLEEN ST. GELAIS
NOTARY PUBLIC, State of New York
Reg. No. 01ST6044156
Qualified in Rensselaer County
Commission Expires July 3, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Key Insurance & Benefits Services 555 Patroon Creek Blvd Albany NY 12206		CONTACT NAME: Dawn Harnish PHONE (A/C No, Ext): (518) 375-3046 E-MAIL ADDRESS: Dawn.Harnish@key.insurance FAX (A/C, No): (518) 427-7171	
INSURED Troy Ambulance Service Inc., DBA: Empire Ambulance PO Box 438 Cohoes NY 12047		INSURER(S) AFFORDING COVERAGE INSURER A: American Alternative Insurance Corp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 17 LAE**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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	AMIS-BP-1050072-00	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1000000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000					
	MED EXP (Any one person) \$ 5000					
	PERSONAL & ADV INJURY \$ 1000000					
	GENERAL AGGREGATE \$ 3,000,000					
						PRODUCTS - COMP/OP AGG \$ 3000000
						\$
A	AUTOMOBILE LIABILITY <input checked="" 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		AMIS-BP-1050072-00	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		Medical payments \$ 5,000				
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		AMIS-BP-1050072-00	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000
		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	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)

The City of Saratoga Springs, Office of Risk and Safety, is an additional insured on a primary and non-contributory basis to the extent covered by endorsement form(s) on the attached Acord 101.

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 M Bonetto/DHARNI

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Key Insurance & Benefits Services		NAMED INSURED Troy Ambulance Service Inc., D/b/a Empire Ambulance	
POLICY NUMBER SEE PAGE 1		P.O. Box 438 Cohoes, NY 12047	
CARRIER SEE PAGE 1	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

TO THE EXTENT COVERED BY ENDORSEMENT FORM(S) :

GENERAL LIABILITY:

VCONY1 (04/16) - Notice of Cancellation
VGL101 (08/03) - Primary and Non-contributory
VML102 (03/03) - Blanket Additional Insureds
VML102 (03/03) - Transfer of Rights of Recovery Against Others to Us
VML102 (03/03) - Emergency Service Organization Management Liability Coverage

PORTABLE EQUIPMENT:

PE1001 (03/00) - Blanket Portable Equipment
PE1001 (03/00) - Scheduled Portable Equipment

AUTO LIABILITY:

AU1024 (01/15) - Additional Insured - Automatic Status
CA0001 (03/10) - Transfer of Rights of Recovery Against Others to Us
CA0225 (01/14) - Notice of Cancellation

UMBRELLA LIABILITY:

CX0115 (01/11) - Transfer of Duties when Limit Used Up
CX0233 (01/14) - Cancellation and Nonrenewal
CXEG0287 (02/10) - Emergency Service Organization Amendatory Endorsment



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 141563519
TROY AMBULANCE SERVICE INC TA
EMPIRE AMBULANCE SERVICE
PO BOX 438
COHOES NY 12047



Scan to Validate

POLICYHOLDER

TROY AMBULANCE SERVICE INC TA
EMPIRE AMBULANCE SERVICE
PO BOX 438
COHOES NY 12047

CERTIFICATE HOLDER

CITY OF SARATOGA SPRINGS
474 BROADWAY
SARATOGA SPRINGS NY 12866

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
A2058 779-6	807390	08/01/2016 TO 08/01/2017	1/24/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2058 779-6, 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 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: 183540829

Charles H. Harrison
1 Joyce Road
Mechanicville, NY 12118
January 30, 2017

Attn: Mounted Division
Saratoga Police Department
5 Lake Avenue
Saratoga Springs, NY 12866

This letter is to confirm that I, Charles H. Harrison, am donating my 11 year old Standardbred pacer, Most Fun Yet [90F871] to the Mounted Division of the Saratoga Police Department.

If Most Fun Yet should not meet the required specifications for the Mounted Division, he will be returned to my ownership.

Cordially,




Product Schedule

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and SARATOGA SPRINGS, CITY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

SARATOGA SPRINGS, CITY OF				Abbey Temple			
Customer (Bill To)				Billing Contact Name			
5 LAKE AVE				474 BROADWAY PURCHASING DEPT CITY HALL			
Product Location Address				Billing Address (if different from location address)			
SARATOGA SPRINGS		NY	12866-2264	SARATOGA SPRINGS		NY	12866-2244
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (518)584-1800x3527				Billing Contact Facsimile Number		Billing Contact E-Mail Address ntemple@saratogapolice.org	

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description Make & Model
2	RICOH MPC306SPF BRANDING SET

Qty	Product Description Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 36	Minimum Payment (Without Tax) \$ 119.16	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Advance Payment <input type="checkbox"/> 1st Payment <input type="checkbox"/> 1st & Last Payment <input type="checkbox"/> Other _____
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Sales Tax Exempt ☒ YES (Attach Exemption Certificate)

Addendum(s) attached ☐ YES (check if yes and indicate total number of pages _____)

Customer Billing Reference Number (P.O. #, etc.) _____

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.
- Additional Provisions (if any) are _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By X _____ Authorized Signer Signature Printed Name _____ Title _____	Accepted by: RICOH USA, INC. By X _____ Authorized Signer Signature Printed Name _____ Title _____ Date _____
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ORDER AGREEMENT

Sale Type LEASE

Sale Type	LEASE
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ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS

BILL TO INFORMATION			
Customer Legal Name SARATOGA SPRINGS, CITY OF			
Address Line 1	474 BROADWAY	Contact:	Temple, Abbey
Address Line 2	PURCHASING DEPT CITY HALL	Phone	(518)584-1800x3527
City	SARATOGA SPRINGS	E-mail	atemple@saratogapolice.org
ST / Zip	NY/12866-2244	County	SARATOGA
		Fax	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input checked="" type="checkbox"/> Fixed Service Charge <input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> PO Included PO# _____	<input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
<input type="checkbox"/> Syndication	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
36 Months	MONTHLY	MONTHLY

SHIP TO INFORMATION			
Customer Name CITY OF SARATOGA SPRINGS			
Address Line 1	5 LAKE AVE	Contact:	Temple, Abbey
Address Line 2		Phone	(518)584-1800x3527
City	SARATOGA SPRINGS	E-mail	atemple@saratogapolice.org
ST / Zip	NY/12866-2264	County	SARATOGA
		Fax	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MPC306SPF BRANDING SET	2	Silver	N/A	\$0 0070	N/A	\$0 0650	



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ORDER TOTALS

Service Type Offerings:	Product Total:	
Gold. Includes all supplies and staples Excludes paper	BASIC CONNECTIVITY / PS / IT Services:	
Silver. Includes all supplies Excludes paper and staples	Buyout:	
Bronze. Parts and labor only Excludes paper, staples and supplies	Grand Total: (Excludes Tax)	
Additional Provisions:		
NYS Contract PT66612		





TERMS AND CONDITIONS MAINTENANCE SERVICE ONLY

Customer may acquire maintenance services ("Services") for equipment, software and/or hardware products from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh this Order for acceptance

Services (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control, (ii) repairs made necessary by service performed by persons other than Ricoh representatives, (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below), (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products, (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order, (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh, (vii) any software, system support or related connectivity unless specified in writing by Ricoh, (viii) parts no longer available from the applicable manufacturer, (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits, (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh, (xi) repairs of damage or increase in service time caused by force majeure events, (xii) reconditioning and similar major overhauls of Serviced Products, (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose, and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

Service Calls. Unless otherwise specified in an Order, service calls will be made during 9:00am - 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

Service Charges. (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges, (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order, and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to ten percent (10%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

Term, Early Termination. Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term". Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below), (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge, and (iii) if the termination occurs anytime after the twenty-fourth (24th)



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month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order, or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

Payment; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

Title; Risk of Loss. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer (i) upon delivery by Ricoh to common carrier, or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

Default. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure, or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach, or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

Use of Recommended Supplies, Meter Readings. (a) It is not a condition of this Order that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. AMR cannot and does not collect Customer document content. Ricoh uses reasonably available technology to maintain the security of the Data, however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program, and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).



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Insurance Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of an Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

Indemnification. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Limitations IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Returns; Damaged Products No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Warranty Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("RicoH Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the RicoH Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the RicoH Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the RicoH Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the RicoH Equipment, or (d) the RicoH Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

Non-Solicitation, Independent Contractors Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

Electronic Signatures. Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.



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Governing Law, Entire Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control, provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall (i) be subject to this Agreement, (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered, and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.) Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature _____	Authorized Signature _____
Printed Name _____	Printed Name _____
Title _____	Title _____
Date _____	Date _____





EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name	SARATOGA SPRINGS, CITY OF			Phone	(518)584-1800x3527
Contact Name	Temple, Abbey			City	SARATOGA SPRINGS
Address	5 LAKE AVE			Fax/Email	atemple@saratogapolice.org
State	NY	Zip	12866-2264		

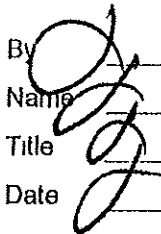
Make	Model	Serial Number
	MPC305SPF	W793P903161
	MPC305SPF	W793P903205

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Rico") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, (2) the request shall be governed by this Authorization, and (3) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.) Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

♦**Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer. Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

CUSTOMER

By 
Name _____
Title _____
Date _____

RICOH USA, INC.

By _____
Name _____
Title _____
Date _____

