



# CITY OF SARATOGA SPRINGS

## City Council Meeting



March 29, 2021

Registration Required Via Zoom on the  
City Website  
Special City Council Meeting -  
Community Development Block Grant  
Committee Recommendations

 [Print](#)

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**5:00 PM**

### **CALL TO ORDER**

1. Zoom Registration

### **ROLL CALL**

### **SALUTE TO FLAG**

### **PUBLIC COMMENT PERIOD / 15 MINUTES**

### **PRESENTATION(S):**

### **EXECUTIVE SESSION:**

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### **CONSENT AGENDA**

1. Budget Transfers - Regular

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### **MAYOR'S DEPARTMENT**

1. Presentation: Community Development Citizen's Advisory Committee 2021 Community Development Block Grant Annual Action Plan Recommendations
2. Set Public Hearing: 2021 Community Development Block Grant Annual Action Plan Recommendations for April 20, 2021
3. Set Public Hearing: Amend the Capital Budget for the Geyser Road Trail
4. Discussion and Vote: Authorizing the Mayor to Sign Contract Extension to the NYSERDA Grant-Partially Funding the Unified Development Ordinance Project
5. Discussion and Vote: Request for a 60-Day Extension-Stewart's Marion Ave/Maple Dell PUD

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### **ACCOUNTS DEPARTMENT**

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### **FINANCE DEPARTMENT**

1. Discussion and Vote: Authorization for Mayor to Sign Addendum Four to Bolton St. Johns Agreement for Governmental Relations
2. Discussion and Vote: Budget Transfers - Contingency

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### **PUBLIC WORKS DEPARTMENT**

PUBLIC SAFETY DEPARTMENT

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SUPERVISORS

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ADJOURN

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2021	03	244	03/29/2021	BUDGET	CCM 32921 BUA	TRANS-REG	1	1		
1	A3021314	54720		COMM FINANCE	CONTRACTED SERVICE	SERVICE CONTRACTS -	PROF SERV	43,250.00	3,000.00	46,250.00
	A	-30-2-1310-4-54720	-			FOR EXT OF	BOLTON ST JOHNS	03/29/2021		
2	A3021374	54580		DISCOUNT ON TAXES	CS	DISCOUNTS ISSUED		362,431.00	-3,000.00	359,431.00
	A	-30-2-1363-4-54580	-			FOR EXT OF	BOLTON ST JOHNS	03/29/2021		
						** JOURNAL TOTAL		0.00		

03/24/2021 20:46  
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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

P 2  
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CLERK: u238

YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2021 3 244									
BUA A3021314-54720	03/29/2021	TRANS-REG	BUDGET	CCM 32921		SERVICE CONTRACTS - PROF SERV FOR EXT OF BOLTON ST JOHNS	5	3,000.00	
BUA A3021374-54580	03/29/2021	TRANS-REG	BUDGET	CCM 32921		DISCOUNTS ISSUED FOR EXT OF BOLTON ST JOHNS	5		3,000.00
JOURNAL 2021/03/244 TOTAL								.00	.00

03/24/2021 20:46  
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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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



# CITY OF SARATOGA SPRINGS

## PLANNING & ECONOMIC DEVELOPMENT

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

Susan Barden, AICP  
*Principal Planner*

Amanda Tucker, RA  
*Senior Planner*

Aneisha Samuels-Sanford, MRP  
*Senior Planner*

Lindsey Connors, MPA  
*Community Development Planner*

Tina Carton  
*Administrator of Sustainability*

Amber Upton  
*Administrative Assistant*

### Memorandum

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

From: Lindsey Connors

Date: March 26, 2021

Re: Citizen Advisory Committee Recommendations 2021 CDBG funding

Following two public hearings, Committee meetings and much discussion, the 12-member Community Development Citizen Advisory Committee will present the following recommendations for the City's 2021 CDBG Annual Action Plan for its Entitlement Grant funding to the City Council on Monday, March 29, 2021. 2021 CDBG sub-grantee applications were evaluated based on the funding priorities established in the City's 2020 Consolidated Plan. An additional public hearing on these recommendations will take place at the City Council Meeting on April 20, 2021.

The City's total 2021 CDBG Program Year allocation is \$298,434.

### RECOMMENDED ACTIVITIES FOR 2021 ACTION PLAN:

Saratoga Affordable Housing Group – Case Manager – \$18,000

Funding to provide for a full-time case manager that will assist low-income/disabled/elderly individuals to secure housing at Allen Drive, work with tenants to prevent evictions, and provide education and management services to assure the safety of all residents.

Wellspring – Shelter Manager – \$10,000

Funding for the continuation of a full-time shelter manager to provide adults and children, who are homeless due to domestic violence and residing in the emergency shelter, with assistance in accessing rental assistance, securing

housing, financial literacy and referrals to community support services.

Salvation Army – iDignity – \$10,000

Funding to provide assistance to individuals who are facing obstacles to employment, housing, or advancement out of poverty to break the cycle of intergenerational poverty. This program provides items, such as Birth Certificates, Social Security Cards, Non-Driver ID's, Driver's Licenses, and GED fees and supplies.

Rebuilding Together Saratoga County – Housing Rehabilitation – \$98,386

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

Saratoga Affordable Housing Group – Allen Drive Rehabilitation– \$59,000

Funding to rehabilitate existing affordable housing units housing to: Improve code compliance, safety and energy efficiency of substandard housing and to accomplish more substantial and “whole-site” improvements.

AIM Services, Inc. – Group Home Rehabilitation (Hathorn) – \$23,023

Funding to support the rehabilitation of a residential home housing six people with developmental and intellectual disabilities.

Legal Aid Society of Northeastern New York – The Right Place Project – \$20,625

Funding to support the replacement of a substandard roof at a public facility serving low-moderate income City residents.

AIM Services, Inc. – Group Home Rehabilitation (Doten) – \$6,400

Funding to support the rehabilitation of a residential home housing four people with developmental and intellectual disabilities.

Community Development Program Administration – \$53,000

These funds finance the Community Development operating budget to cover the cost of payroll, fringe and program/office expenses.

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

**New York State Energy Research and Development Authority  
("NYSERDA")**

**AGREEMENT**

1. Agreement Number: 39520
2. Contractor: City of Saratoga Springs, NY
3. Project Director: Meg Kelly
4. Effective Date: August 13, 2014
5. Total Amount of Award: \$200,000
6. Project Period: August 13, 2014 - ~~March 31, 2021~~ December 31, 2021
7. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement;
- Exhibit E, NYSERDA Report Content Guide 2014;
- Exhibit F, Performance Metrics.

8. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

**CITY OF SARATOGA SPRINGS, NY**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**NEW YORK STATE ENERGY  
RESEARCH AND DEVELOPMENT  
AUTHORITY**

By \_\_\_\_\_

Jeffrey J. Pitkin  
Treasurer

**Commented [RA1]:** Added a 3-month buffer from the date of the last deliverable submission to allow a cushion for any unexpected delays.

**Commented [SB2R1]:** Extension of project period to provide for release of the final documents in April 2021, and final steps toward adoption in August 2021. Additional time to prepare final work products to NYSERDA.



STATE OF                )  
                              ) SS.:  
COUNTY OF            )

On the \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the document.

\_\_\_\_\_  
Notary Public

**Exhibit A – Statement of Work**  
**Cleaner, Greener Communities (CGC) Program, Phase II: Category 2**  
Unified Development Code Zoning Update  
CFA # 31779 /Contract # 39520

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**Project Background**

The goal of this project is to revise the City of Saratoga Springs, (hereafter referred to as the “City”) Zoning Ordinance, Subdivision Regulations, and Building and Construction Standards and Details, to synchronize current policy and regulatory documents, incorporate new sustainable initiatives, and provide a regulatory framework for implementation of the 2014 update to the City’s Comprehensive Plan. In order to accomplish this goal, the City shall complete the following tasks to create a Unified Development Code that combines these regulatory documents into one, unified document:

- A review and update of the Zoning Ordinance and Subdivision Regulations to incorporate the City’s sustainability policies and initiatives, as well as codify the 2014 update to the City of Saratoga Springs’ Comprehensive Plan;
- Integrate revised Building Construction Standards and Details to promote and ensure more sustainable development practices such as energy efficiency, pollution reduction, stormwater management and similar practices; and
- Coordinate and promote the City’s long-term sustainability objectives during the execution of this project.

**Definitions**

**Contractor Team:** The Contractor team for this Agreement shall consist of the Contractor and any Subcontractors to be identified and selected in accordance with Article V of this Agreement.

**Regional Outreach Coordinator (“ROC”):** NYSERDA, through its Cleaner Greener Communities Implementation Contractor, Ecology and Environment Engineering, P.C. (EEEEPC), shall assign a ROC, a permanent EEEPC staff member who is in at least a Junior position or above, to serve as the main point of contact for the Contractor.

**NYSERDA Project Manager:** NYSERDA shall assign a staff member as the NYSERDA Project Manager, designated to oversee the Contractor. The NYSERDA Project Manager shall work with the ROC to review deliverables and provide direction to the Contractor in a streamlined fashion. The NYSERDA Project Manager shall be responsible for approving deliverables and ensuring compliance with this Statement of Work.

**Cost share:** In kind or financial contributions by the Contractor excluding grants or incentives from NYSERDA and other New York State agencies.

**Performance Metrics:** The standards of comparison, determined and documented as outlined in Exhibit F, NYSERDA shall use to: assess activities in the project, capture the extent of benefits delivered, and gauge performance of the project and of the CGC Program.

**Deliverable Review Process**

The Contractor shall submit all Deliverables outlined in this Agreement to the ROC once a Task is completed. The Contractor shall submit all Deliverables in Microsoft Word and PDF format (or other format as identified in the Tasks below). Within ten (10) business days of receipt of each Deliverable, the

ROC shall provide comments to the Contractor, who shall address the comments and resubmit the Deliverable to the ROC within fifteen (15) business days, or, if the Deliverable is acceptable, the ROC shall submit it to the NYSERDA Project Manager for review and final approval. The NYSERDA Project Manager shall notify the Contractor within thirty (30) business days after receipt of the Deliverable from the ROC if revisions are required (with comments noted) or if the Deliverable is approved. The Contractor shall prepare revisions to the Deliverable reflecting the NYSERDA Project Manager's comments, and resubmit the revised Deliverable in Microsoft Word and PDF format (or other format as identified below), within fifteen (15) business days after receipt of these comments.

The NYSERDA Project Manager may provide additional comments and requests for information following receipt of the Contractor's revisions. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall specify the additional amount of review time necessary up to thirty (30) working days. All Deliverables shall not be considered final unless approved by NYSERDA in writing to the Contractor.

### **Tasks**

The total NYSERDA award amount for all tasks shall not exceed \$200,000. The Contractor shall be required to provide a cost share of \$50,000. The total project cost is \$250,000. Any modifications to this amount shall be by mutual agreement. However, the Contractor's minimum cost share cannot be less than 25% of the total project cost. All cost overruns shall be the sole responsibility of the Contractor.

Regardless of any subcontracting arrangements, the Contractor is solely responsible for all tasks in this Statement of Work. The Contractor shall conduct all work as outlined in the following tasks:

### **Task 1: Contract Management**

The Contractor shall be responsible for overall Contract management and coordination of all Tasks in this Agreement. Contract management activities shall include, but not be limited to, the following tasks:

#### **1.1 Project Execution Plan**

To ensure the successful development of the approved deliverables, the Contractor shall submit a Project Execution Plan ("PEP"), limited to no more than 5 pages and in a template provided by NYSERDA.

The PEP shall include:

- Partner Organizations or Municipalities– A list of all partner organizations, including both a primary and secondary contact person for each organization, with a breakdown of any financial or staff assistance that each organization or municipality has committed to provide in support of the project.
- Contractor Team Members - An organizational chart of the Contractor Team and list of contributing partner organizations by deliverable.
- Subcontractors- A list of all entities that shall contribute, either directly or indirectly, to completion of the Project, with a description of their scope of work, deliverables with which they will be involved, and a budget for each member of the Contractor Team performing work specifically outlined in this Agreement. At a minimum, the Contractor shall comply with Article V of this Agreement in addition to its own procurement processes as described below.

#### **The City's competitive procurement process for subcontractors >\$20,000:**

The purpose of the City of Saratoga Springs Purchasing Policy is to affirm that procurements are made "...in a manner so as to assure the prudent and economical use of public moneys in the best interests

of the taxpayers and to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances and to guard against favoritism, improvidence, extravagance, fraud and corruption (General Municipal Law § 104(b)).”

All professional services of more than \$20,000 shall be secured in conformance with the City of Saratoga Springs’ purchasing policy and through a process of competitive bidding.

The Contractor shall prepare and issue a Request for Qualifications (RFQ) to competitively secure the required professional services. The RFQ will be advertised per city procurement policy and will include a listing of the services required and the selection criteria. After review of the consultants’ statements of qualifications, the City will rank these and select the preferred consultant with which to negotiate the scope of work and fee.

All formal quotations for professional services shall be subject to City of Saratoga Springs Council approval before issuance of a contract or purchase order.

- **Work Plan**– A Work Plan, with approximate dates to more narrowly define timelines for the Payment Schedule below, when key deliverables are expected to be submitted for NYSERDA approval. The Work Plan shall also set forth how the deliverables relate to one another. Lastly, the Work Plan shall provide a summary of how approvals will be attained by the Contractor’s internal team for key deliverables and list the point people for each stage of approval.
- **Performance Metrics** – Include a draft Project Benefits Metrics Report (PBMR) with proposed performance metrics and projected benefit values, including methods for data collection and calculations as described in Exhibit F. Prior to the end of Q3 2014, NYSERDA shall facilitate a workshop both in person and via webinar to review NYSERDA’s draft metric strategy for all of the Program Opportunity Notice (PON) 2721– Comprehensive Planning awarded activities (comprehensive planning, zoning, etc.). NYSERDA shall invite the Contractor to participate in this workshop to assist in developing metrics for this specific Project as well as share ideas and expertise on metrics for other planning related activities. The Contractor shall be required to attend this workshop as it will help in the development of the PBMR required under this Agreement.

**1.2 Contract Management and Quarterly Progress Reports:** The Contractor shall participate in conference calls and meetings as outlined below; prepare and submit quarterly reports as outlined below; coordinate and manage all Subcontractors; provide documentation and information as requested by NYSERDA for creation of press releases or case studies to showcase the success of the Tasks completed in this Agreement; and review all Deliverables prior to submission to the ROC and NYSERDA Project Manager. The Contractor shall submit quarterly progress reports within 30 days after the end of each quarter, in a template provided by NYSERDA. During each calendar year, quarter start and end dates are as follows: Quarter 1: January 1-March 31, Quarter 2: April 1-June 30, Q3: July 1-September 30, Quarter 4: October 1-December 31.

**Conference Calls and Meetings:** The Contractor shall participate with NYSERDA in monthly calls and face-to-face meetings as needed to gauge project status. NYSERDA, working in conjunction with the ROC, shall schedule and conduct on an as-needed basis in-person visits, conference calls, or face-to-face meetings to verify project requirements and the completion of project milestones.

Each quarterly report shall include:

- A summary of progress and accomplishments over the previous quarter, including a discussion of major tasks and deliverables completed in the prior quarter;

- Explanation of Contract management activities completed in the previous quarter with backup documentation including timesheets showing hours worked, hourly rate, staff person, and title;
- Explanation of current quarter's activities and plans, including tasks and deliverables to be completed; and
- Discussion of any major issues or problems encountered during the prior quarter, deviations from schedule and budget and other issues related to the successful outcome of this Agreement.

If the project timeline is extended past the end of the Project Period as specified in the Milestone Payment Schedule, the Contractor shall continue to submit quarterly reports but no additional payments shall be allocated for those deliverables.

### **1.3 Final Report and Technology Transfer**

The Contractor, in conjunction with the rest of the Contractor Team, shall prepare a comprehensive final report, in a template provided by NYSERDA and limited to no more than 15 pages plus attached final products, which describes the work performed and the results associated with the tasks outlined in this Agreement.

To further NYSERDA's goal of transferring technology or knowledge amongst all NYS communities, the Contractor shall make all final project deliverables available for public use and agree to work with NYSERDA to promote the project throughout its implementation through NYSERDA's outreach outlets. The Contractor shall also honor any reasonable request made by NYSERDA to provide any additional information necessary to create a press release or case study showcasing this project.

Minimum Report Content:

- Table of Contents;
- Brief overview of CGC Program;
- Project overview and description;
- Summary of tasks completed;
- Narrative describing activities that took place;
- Table outlining tasks that received NYSERDA funding, total cost of tasks as implemented, and NYSERDA funding amounts;
- Appendices including:
  - Documentation outlined in Tasks 2 through 6 of this Statement of Work;
  - Names, contact information and roles for project participants; and
  - Performance Metrics – Include final PBMR as described in Exhibit F.

NYSERDA reserves the right to request additional analysis, clarification on certain tasks, or other content for inclusion in the Draft or Final Reports.

#### **Deliverables:**

- 1.1 PEP including the draft PBMR;
- 1.2A Contract Management and Quarterly Progress Report #1;
- 1.2B Contract Management and Quarterly Progress Report #2;
- 1.2C Contract Management and Quarterly Progress Report #3;
- 1.2D Contract Management and Quarterly Progress Report #4;
- 1.2E Contract Management and Quarterly Progress Report #5;

- 1.2F Contract Management and Quarterly Progress Report #6
- 1.2G Contract Management and Quarterly Progress Report #7
- 1.2H Contract Management and Quarterly Progress Report #8
- 1.2I Contract Management and Quarterly Progress Report #9
- 1.2J Contract Management and Quarterly Progress Report #10
- 1.2K Contract Management and Quarterly Progress Report #11
- 1.2L Contract Management and Quarterly Progress Report #12
- 1.2M Contract Management and Quarterly Progress Report #13
- 1.2N Contract Management and Quarterly Progress Report #14
- 1.2O Contract Management and Quarterly Progress Report #15; and
- 1.2P Contract Management and Quarterly Progress Report #16
- 1.3 Final Report including the Final PBMR.

## **Task 2 – Diagnostic Review and Technical Committee**

The Contractor, in conjunction with the rest of the Contractor Team, shall perform the following activities:

- 2.1 Organize a small technical working group of City officials that shall be responsible for the implementation and management of this grant. The "Technical Committee" shall consist of representatives of the Mayor's office, Planning Department, City Attorney, Planning Board and Planning Consultants. The Contractor shall include the list of Technical Committee members as part of the PEP developed under Task 1.1

Develop a Diagnostic Review Summary Report that includes the following components:

- The Contractor shall review the following current regulatory documents including, but not limited to, the Zoning Ordinance, Zoning Map, Subdivision Regulations, and Building and Construction Standards and Details in consideration of the 2014 Comprehensive Plan recommendations;
- Based upon the above review, the Contractor shall recommend changes to the above existing regulatory documents to reflect the 2014 Comprehensive Plan recommendations and synchronize other City of Saratoga Springs' sustainability policies and initiatives (*which shall be identified by the Contractor under this task*);
- The Contractor shall identify parts or sections of the existing regulatory documents as priority changes, which will produce the most effective improvements;
- The Contractor shall incorporate the following sustainable design elements into the recommended changes to the current regulatory documents:
  - Promotion of community form rather than strict use categories;
  - Integration of green infrastructure and climate adaptation measures;
  - Development of green building and energy standards with appropriate thresholds;
  - Protection of archeological resources and promotion of historic preservation and building reuse;
  - Safeguarding natural resources and ecologically-sensitive areas;
  - Consideration of incentives for energy efficiency and renewable energy technologies;
  - Improved land use and transportation linkages through improved street typology, Complete Streets implementation, transit-oriented development and transportation demand management;
  - Enhancement of civic space and streetscape features; and
- The Contractor shall conduct and provide a summary of interviews with key City of Saratoga Springs staff employees and identify definable Performance Metrics within the PBMR which can be measured to determine success.

**Deliverable:**

- 2.1 Diagnostic Review Summary Report including all of the components outlined in Task 2.1 above; List of members of Technical Committee to be included as part of the PEP developed under Task 1.1.

**Task 3 – Schematic Draft Unified Development Code Draft (50% complete)**

The Contractor, in conjunction with the rest of the Contractor Team, shall perform the following activities and combine the results with the Diagnostic Review Summary Report developed under Task 2 to develop a 50% complete Schematic Draft Unified Development Code :

- Combine the existing the Zoning Ordinance, Zoning Map, Subdivision Regulations, and Building and Construction Standards and Details (current regulatory documents) into one Unified Development Code;
- Identify what sections of the current regulatory documents are being replaced or revised;
- Include a new organizational layout of the Code and establish a style-sheet that will govern layout and functions;
- Incorporate, wherever possible, priority City policies and objectives directly into one development code for simplicity, coordination and to increase public awareness;
- Incorporate desired shared-use pedestrian and bicycle trail connections into the City's transportation, parks, and greenspace networks and other long-term planning visions into a Zoning Map overlay for the purpose of future development coordination and public awareness;
- Incorporate stated City policy objectives directly into the Code to clarify the purpose and intent of various provisions;
- Incorporate Performance Metrics identified in the PBMR to enable the City to measure and quantify potential energy savings, pollution reduction and other policy benefits; and
- Develop and include quality graphics and illustrations to clearly communicate City policy objectives and requirements.

**Deliverable:**

- 3.1 Schematic Draft Unified Development Code (50% complete) submitted to the ROC and the NYSERDA Project Manager, as well as City of Saratoga Springs staff members for review and comment.

**Task 4 – Preliminary Draft Unified Development Code (75% Complete)**

The Contractor, in conjunction with the rest of the Contractor Team, shall submit a 75% complete Preliminary Draft Unified Development Code including preliminary draft zoning map based on the review comments received in Task 3.

**Deliverables:**

- 4.1 Preliminary draft zoning map, submitted to the ROC and the NYSERDA Project Manager, as well as the City of Saratoga Springs staff members for review and comment.

- 4.2 Preliminary Draft Unified Development Code (75% complete), submitted to the ROC and the NYSERDA Project Manager, as well as the City staff members for review and comment.

**Task 5 – Public Review Draft Unified Development Code (95% Complete)**

The Contractor, in conjunction with the rest of the Contractor Team, shall perform the following activities:

- 5.1 The Contractor shall revise the Preliminary Draft Unified Development Code into a 95% complete Public Review Draft Unified Development Code that is suitable for public review and comment, which includes the following components:

- Incorporate comments received under Task 4 into this 95% complete Public Review Draft Unified Development Code and all new and revised content expected to be included in the final adopted Unified Development Code;
- Once prepared, the Contractor shall make the Public Review Draft Unified Development Code available on the City's existing website (working website link) and at the Saratoga Springs Public Library; and
- The Contractor shall conduct at least two (2) public workshops to review the proposed Public Review Draft Unified Development Code and at least one (1) presentation to the City's Planning Board, Design Review Commission and Zoning Board of Appeals. For each of these workshops and presentations, the Contractor shall provide meeting minutes, attendance lists, and any materials prepared for and delivered during these workshops and presentations including, but not limited to, PowerPoint presentations and handouts.

**Deliverable:**

- 5.1 Public Review Draft Unified Development Code Draft (95% complete); Meeting minutes, attendance lists, and any materials prepared for and delivered during the two (2) public workshops and one (1) presentation to the City's Planning Board, Design Review Commission, and Zoning Board of Appeals, including but not limited to, PowerPoint presentations and handouts. Additionally, the Contractor shall ensure the Public Review Draft Unified Development Code is made available on the City's existing website (working website link) and at the Saratoga Springs Public Library.

Any web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Enterprise IT Policy NYS-P08-005 as determined by QA testing. Such QA testing will be conducted by NYSERDA and the results of such testing must be satisfactory to NYSERDA before web-based information and applications will be considered a qualified deliverable under the contract or procurement. Questions concerning this policy may be directed to OFT, Strategic and Executive Services (SES) Bureau (518) 473-0234, attn: Accessibility Program Manager. Or visit OFT at [www.oft.state.ny.us](http://www.oft.state.ny.us).

**Task 6 – Final Unified Development Code and Adoption (100% Complete).**

The Contractor, in conjunction with the rest of the Contractor Team, shall perform the following activities:

- 6.1 The Contractor shall develop the final Unified Development Code and assist in the adoption process, which includes the following components:
- Revise the Public Review Draft Unified Development Code completed under Task 5 to a 100% complete draft final Unified Development Code and submit to the ROC and the NYSERDA Project Manager for review and approval prior to submission to the City of Saratoga Springs Council for review and adoption;
  - Perform the required State Environmental Quality Review Act (SEQRA) process by obtaining a SEQRA determination of environmental significance and if applicable, prepare an environmental impact statement (EIS); and
  - Facilitate and document the formal adoption process by providing the final Unified Development Code to the City of Saratoga Springs Council for review and final adoption. If adopted, the Contractor shall provide the resolution showing City of Saratoga Springs Council adoption and a copy of the final, adopted Unified Development Code.



**Deliverable:**

- 6.1 Final Unified Development Code; SEQRA compliance documentation as outlined above; final Unified Development Code as adopted by the City of Saratoga Springs Council; and copies of the City of Saratoga Springs Council meeting minutes and resolution showing City of Saratoga Springs Council adoption.

**Payment Schedule**

The Project milestones and schedule of payments is shown below. The budget table below represents the budgets as estimated at the start of the Project Period as defined in Item 4 on page 1 of this Agreement. The Contractor, as part of a quarterly reporting package, may request a change to the NYSERDA share of the budget per task. If a budget task reallocation request is made, the Contractor must ensure that the NYSERDA share as a percent of total project cost remains the same or decreases. The NYSERDA Project Manager is authorized to transfer up to 10% of the total NYSERDA share between tasks without requiring a contract modification. The NYSERDA Project Manager must provide a written approval or rejection of the request. Changes to the total NYSERDA share of cumulative budget changes that exceed 10% of the total NYSERDA share, and any changes of the total NYSERDA share of the budget, shall require a contract modification.

The Contractor shall submit invoices for payment of a completed milestone once the associated Deliverables are approved by the NYSERDA Project Manager as outlined in the Deliverable Review Process above. Invoices shall be submitted in a template provided by NYSERDA and as outlined in Article IV of the Agreement. NYSERDA funding, when combined with the Contractor's cost-share, shall not exceed 100% of the cost of any milestone. NYSERDA is not responsible for any costs that are greater than the NYSERDA contribution not-to-exceed amount for each milestone.

The Contractor shall outline all cost-share amounts in invoices submitted to NYSERDA and shall provide the following documentation to support the NYSERDA contribution and cost share amount for each invoice:

- Capital Costs: Invoice supporting total capital costs (including permitting and other fees) incurred.
- Personnel costs (in-kind or subcontracted): Breakout of the staff that worked on the milestone and the number of hours, multiplied times the hourly rate to get the total amount.
- Document Cash Contributions from non-NYS Source: with a signed letter of commitment from the contributing entity (i.e. Federal grant award). On the milestone payment requests, the Contractor shall note the amount of money provided by the private source that is being contributed to that task.

**Payment Schedule**

Revised July 25, 2018

Milestone #	Deliverable Description	Due Date	NYSERDA Contribution Not to Exceed	Contractor Cost Share	Total Cost
<b>1</b>	<b>Contract Management</b>				
1.1	PEP with Draft PBMR	Q1 2016	\$3,500	\$875	\$4,375
1.2A	Contract Management and Quarterly Progress Report #1	Q1 2016	\$3,015	\$609	\$3,624
1.2B	Contract Management and Quarterly Progress Report #2	Q2 2016	\$3,015	\$609	\$3,624

Milestone #	Deliverable Description	Due Date	NYSERDA Contribution Not to Exceed	Contractor Cost Share	Total Cost
1.2C	Contract Management and Quarterly Progress Report #3	Q3 2016	\$3,015	\$609	\$3,624
1.2D	Contract Management and Quarterly Progress Report #4	Q4 2016	\$3,015	\$609	\$3,624
1.2E	Contract Management and Quarterly Progress Report #5	Q1 2018	\$3,015	\$609	\$3,624
1.2F	Contract Management and Quarterly Progress Report #6	Q2 2018	\$0	\$0	\$0
1.2G	Contract Management and Quarterly Progress Report #7	Q3 2018	\$0	\$0	\$0
1.2H	Contract Management and Quarterly Progress Report #8	Q4 2018	\$0	\$0	\$0
1.2I	Contract Management and Quarterly Progress Report #9	Q1 2019	\$0	\$0	\$0
1.2J	Contract Management and Quarterly Progress Report #10	Q2 2019	\$0	\$0	\$0
1.2K	Contract Management and Quarterly Progress Report #11	Q3 2019	\$0	\$0	\$0
1.2L	Contract Management and Quarterly Progress Report #12	Q4 2019	\$0	\$0	\$0
1.2M	Contract Management and Quarterly Progress Report #13	Q1 2020	\$0	\$0	\$0
1.2N	Contract Management and Quarterly Progress Report #14	Q2 2020	\$0	\$0	\$0
1.2O	Contract Management and Quarterly Progress Report #15	Q3 2020	\$0	\$0	\$0
1.2P	Contract Management and Quarterly Progress Report #16	Q4 2020	\$0	\$0	\$0
1.3	Final Report with Final PBMR	<del>Q4 2020</del> Q4 2021	\$11,425	\$3,580	\$15,005
	<b>Total Task 1</b>		<b>\$30,000</b>	<b>\$7,500</b>	<b>\$37,500</b>
<b>2</b>	<b>Diagnostic Review</b>				
2.1	Diagnostic Review Summary Report	Q4 2016	\$24,000	\$6,000	\$30,000
	<b>Total Task 2</b>		<b>\$24,000</b>	<b>\$6,000</b>	<b>\$30,000</b>
<b>3</b>	<b>Schematic Draft Unified Development Code Draft (50% complete)</b>				
3.1	Schematic Draft Unified Development Code	Q2 2017	\$60,000	\$15,000	\$75,000
	<b>Total Task 3</b>		<b>\$60,000</b>	<b>\$15,000</b>	<b>\$75,000</b>
<b>4</b>	<b>Preliminary Draft Unified Development Code (75% complete)</b>				
4.1	Preliminary Draft Zoning Map	Q4 2018	\$25,000	\$6,250	\$31,250

**Commented [SB3]:** Final reporting of the project will be delayed due to public comment period being extended for the public review of second draft 2.0.

Milestone #	Deliverable Description	Due Date	NYSERDA Contribution Not to Exceed	Contractor Cost Share	Total Cost
4.2	Preliminary Draft Unified Development Code	Q2 2019	\$25,000	\$6,250	\$31,250
	<b>Total Task 4</b>		<b>\$50,000</b>	<b>\$12,500</b>	<b>\$62,500</b>
<b>5</b>	<b>Public Review Draft Unified Development Code Draft (95% complete)</b>				
5.1	Public Review Draft Unified Development Code	Q4 2019	\$20,000	\$5,000	\$25,000
	<b>Total Task 5</b>		<b>\$20,000</b>	<b>\$5,000</b>	<b>\$25,000</b>
<b>6</b>	<b>Final Unified Development Code and Adoption (100% complete)</b>				
6.1	Final Unified Development Code and Adoption Documentation	<del>Q4 2020</del> Q3 2021	\$16,000	\$4,000	\$20,000
	<b>Total Task 6</b>		<b>\$16,000</b>	<b>\$4,000</b>	<b>\$20,000</b>
	<b>Total Budget</b>		<b>\$200,000</b>	<b>\$50,000</b>	<b>\$250,000</b>

**Commented [SB4]:** This second draft 2.0 was due to request of the public to provide more time to review and see the progression of changes to a second draft and presentation of a final zoning map prior to the final draft and map of the UDO.

**Commented [SB5R4]:**

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted therein, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Cheryl L. Earley, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law § 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement.

## Article II

### Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Title shall vest in the Contractor to all equipment purchased hereunder.

### Article III

#### Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

### Article IV

#### Payment

##### Section 4.01. Payment Terms.

It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed.

In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement. Subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D, payment will be made according to the Payment Schedule set forth in Exhibit A, Statement of Work.

##### Section 4.02. Payments

(a) Invoicing: Subject to any applicable provisions set forth in Exhibit A, Statement of Work, at the completion of each Milestone Event so identified, the Contractor may submit invoices, including documentation reasonably sufficient to demonstrate completion, requesting payment by NYSERDA of the amounts corresponding to the amounts indicated in Exhibit A, Statement of Work, including evidence of the Contractor's cost share, if applicable. Invoices shall be addressed to NYSERDA, "Attention: Accounts Payable," or submitted electronically to [invoices@nyserda.ny.gov](mailto:invoices@nyserda.ny.gov). Such invoices shall make reference to the Agreement number shown at Item 1 on page 1 of this Agreement. In accordance with and subject to the provisions of Exhibit D, NYSERDA shall pay to the Contractor, within the prescribed time after receipt of an invoice, the amount so requested, unless NYSERDA should determine that any such payment or any part thereof is otherwise not properly payable pursuant to the terms of the Agreement.

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together

with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA within six (6) months following Acceptance of Work pursuant to Section 6.02 hereof. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

## Article V

### Assignments, Subcontracts and Purchase Orders

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than \$50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for



considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

## Article VI

### Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work.

## Article VII

### Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

## Article VIII

### Rights in Information; Confidentiality

#### Section 8.01. Rights in Contract and Proprietary Information.

(a) All Contract Information shall be the property of NYSERDA. The Contractor shall not use Contract Information for any purpose other than to implement its obligations under this Agreement.

(b) All Proprietary Information shall be the property of Contractor.

(c) The use, public performance, reproduction, distribution, or modification of any materials used by Contractor in the performance of this Agreement does not and will not violate the rights of any third parties, including, but not limited to, copyrights, trademarks, service marks, publicity, or privacy. The Contractor shall be responsible for obtaining and paying for any necessary licenses to use any third-party content.

(d) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

## Article IX

### Warranties and Guarantees

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives

and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

(j) Contractor is familiar with and will comply with NYSERDA's Code of Conduct for Contractors, Consultants, and Vendors with respect to the performance of this Agreement;<sup>1</sup> and

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

## Article X

### Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this

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<sup>1</sup>[http://www.nyserdera.ny.gov/~media/Files/About/Board%20Governance/CodeConduct.ashx?sc\\_database=web](http://www.nyserdera.ny.gov/~media/Files/About/Board%20Governance/CodeConduct.ashx?sc_database=web)

Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

## Article XI

### Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

- (a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA, the State of New York and the Contractor as additional insureds;
- (b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and
- (c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

- (a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of \$1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, \$1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and
- (b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof. In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or

liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

## Article XII

### Stop Work Order; Termination; Non-Responsibility

#### Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

- (i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or
- (ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

- (i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and
- (ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

#### Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided, however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVI shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (b) will be effective upon Notice.

(c) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

#### Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

### Article XIII

#### Independent Contractor

Section 13.01. Independent Contractor. (a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

### Article XIV

#### Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

#### Article XV

##### Notices, Entire Agreement, Amendment, Counterparts

###### Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

- (i) via certified or registered United States mail, return receipt requested;
- (ii) by facsimile transmission;
- (iii) by personal delivery;
- (iv) by expedited delivery service; or
- (v) by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

***NYSERDA***



Name: Cheryl L. Earley  
Title: Director of Contract Management  
Address: 17 Columbia Circle, Albany, New York 12203  
Facsimile Number: (518) 862-1091  
E-Mail Address: [cheryl.earley@nyserda.ny.gov](mailto:cheryl.earley@nyserda.ny.gov)  
Personal Delivery: Reception desk at the above address

***CITY OF SARATOGA SPRINGS, NY***

Name: Meg Kelly  
Title: Mayor  
Address: 474 Broadway, Saratoga Springs, NY, 12866  
Facsimile Number: N/A  
E-Mail Address: [meg.kelly@saratoga-springs.org](mailto:meg.kelly@saratoga-springs.org)

(b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(c) The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Article XVI

Publicity

Section 16.01. Publicity.

(a) The Contractor shall collaborate with NYSERDA's Director of Communications to prepare any press release and to plan for any news conference concerning the Work. In addition

the Contractor shall notify NYSERDA's Director of Communications regarding any media interview in which the Work is referred to or discussed.

(b) It is recognized that during the course of the Work under this Agreement, the Contractor or its employees may from time to time desire to publish information regarding scientific or technical developments made or conceived in the course of or under this Agreement. In any such information, the Contractor shall credit NYSERDA's funding participation in the Project, and shall state that "NYSERDA has not reviewed the information contained herein, and the opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York." Notwithstanding anything to the contrary contained herein, the Contractor shall have the right to use and freely disseminate project results for educational purposes, if applicable, consistent with the Contractor's policies.

(c) Commercial promotional materials or advertisements produced by the Contractor shall credit NYSERDA, as stated above, and shall be submitted to NYSERDA for review and recommendations to improve their effectiveness prior to use. The wording of such credit can be approved in advance by NYSERDA, and, after initial approval, such credit may be used in subsequent promotional materials or advertisements without additional approvals for the credit, provided, however, that all such promotional materials or advertisements shall be submitted to NYSERDA prior to use for review, as stated above. Such approvals shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval, the promotional materials or advertisement shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to 180 days. If NYSERDA and the Contractor do not agree on the wording of such credit in connection with such materials, the Contractor may use such materials, but agrees not to include such credit.

EXHIBIT C

REVISED 5/12

STANDARD TERMS AND CONDITIONS  
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be

considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.state.ny.us/coog/foil2.html>) and NYSERDA's Regulations, Part 501 (<http://www.nyserda.ny.gov/en/About/~media/Files/About/Contact/NYSERDARegulations.aspx>).

7. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by Contractor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

8. **CONFLICTING TERMS.** In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

9. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

10. **NO ARBITRATION.** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), Contractor hereby consents to service of process upon it

by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

15. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7th Floor  
Albany, New York 12245  
Telephone: 518-292-5220

Fax: 518-292-5884  
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

- a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).
- b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).
- c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law (See [www.ogs.ny.gov/about/regs/ida.asp](http://www.ogs.ny.gov/about/regs/ida.asp)).



## EXHIBIT D

### NYSERDA PROMPT PAYMENT POLICY STATEMENT

**504.1. Purpose and Applicability.** (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations.<sup>2</sup>

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

**504.2. Definitions.** Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

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<sup>2</sup> This is only a summary; the full text of Part 504 can be accessed at:  
<http://www.nyserdanyc.org/en/About/~ /media/Files/About/Contact/NYSERDARegulations.ashx>

(g)(1) "Receipt of an Invoice" means:

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

**504.3. Prompt Payment Schedule.** Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

**504.4. Payment Procedures.**

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

**504.5. Exceptions and Extension of Payment Due Date.** NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date

when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

**504.6. Interest Eligibility and Computation.** If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars (\$10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

**504.7. Sources of Funds to Pay Interest.** Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

**504.8. Incorporation of Prompt Payment Policy Statement into Contracts.** The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

**504.9. Notice of Objection.** Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

**504.10. Judicial Review.** Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

**504.11. Court Action or Other Legal Processes.**

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

**Exhibit E**

New York State Energy Research and Development Authority  
**Report Content Guide 2014**

**Revised 1/13/2014**

(Replaces the NYSERDA Report Format and Style Guide AND the Report Content Guide 2013)

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## 1 Purpose

This document explains how to prepare and submit a report to the New York State Energy Research and Development Authority (NYSERDA). It includes details on the elements of the report, specifications for formatting and accessibility, and information on electronic submission. Please follow these instructions unless your NYSERDA contract specifies otherwise.

NYSERDA will publish the finished report deliverable online and/or in print. Please direct questions about technical content and submission deadlines to your NYSERDA project manager. For questions related to formatting and electronic submission of the report, contact Diane Welch, NYSERDA Marketing, 518-862-1090, ext. 3276 or [diane.welch@nyserdera.ny.gov](mailto:diane.welch@nyserdera.ny.gov).

## 2 Required Elements

Section 5 includes a brief checklist of the required elements. This section contains details about the items that are required in all reports (unless noted as optional). Items should appear and be paginated in the following sequence:

- Title page (no page number):
  - o Include title of report, draft or final, prepared for NYSERDA, NYSERDA Project Manager (name and title), prepared by name and affiliation, report number, contract number and date report submitted.
- Notice (small Roman numerals for page numbers i.e., ii):
  - o Option 1—When NYSERDA is the project's sole sponsor, this notice must be used:

### Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority (hereafter "NYSERDA"). The opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, NYSERDA, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. NYSERDA, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report. NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print @nyserdera.ny.gov.

- o Option 2—When there are project co-sponsors in addition to NYSERDA, use the following notice instead:

### Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the [Insert Co-Sponsor's Name] (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or

expressed recommendation or endorsement of it. Further, the Sponsors, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of the reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email [print@nysesda.ny.gov](mailto:print@nysesda.ny.gov).

- Abstract and Keywords (optional; small Roman numerals for page numbers):
  - o The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. This information will be used when NYSERDA registers the report with the New York State Library and the Library of Congress. A list of keywords that describe the project and identify the major research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering and distributing the report.
- Acknowledgments (optional; small Roman numerals for page numbers):
  - o If included, the Acknowledgments page precedes the Table of Contents and is generally no longer than two paragraphs in length.
- Table of Contents (small Roman numerals for page numbers):
  - o The Table of Contents should list front matter material and titles and section numbers for heading levels one through four. Additional levels should not be used in the report. If the heading styles are applied in Word, the list can be automatically generated.
- List of Figures (small Roman numerals for page numbers).
  - o If the report contains three or more figures, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
- List of Tables (small Roman numerals for page numbers).
  - o If the report contains three or more tables, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)
- Acronyms and Abbreviations List (small Roman numerals for page numbers):
  - o All acronyms and abbreviations should be spelled out and followed by the acronym or abbreviation in parentheses on first use.
  - o First reference to NYSERDA in text should be "the New York State Energy Research and Development Authority (NYSERDA)." Subsequent references should read simply "NYSERDA."
  - o When referring to New York State, use "New York State" on first use and abbreviate "the State" for subsequent uses.
- Executive Summary or Summary (optional; ES-1 or S-1 etc. for page numbers of Executive Summary and Summary, respectively):



- An Executive Summary is two pages in length maximum. A Summary is a shorter version of the report and varies in length but less than 10 percent of the main report is a good guideline.
- Main Text (pages sequentially numbered i.e., 1, 2, 3 etc. preferred, but chapter-page acceptable).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc. preferred but sequential chapter-number are acceptable), callouts in text (i.e., Figure 1 shows...) and Alternative Text to comply with ADA Accessibility are required.
  - Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text near callout is acceptable.
- References Cited and Bibliography information (continue sequential page numbering):
  - References Cited vs. Bibliography: References Cited has specific references called out in text to document sources of specific information, and a bibliography is a list of sources used to compile a document but does not have callouts for specific facts in the text.
  - Endnote style for reference citations is preferred but footnotes are acceptable.
  - Format of reference callout in text for footnote or endnote is the author-date callout in text (i.e., Wood and Stone 2010).
  - Full reference citations listed alphabetically by the last name of the first author.
  - Citation format is based on Chapter 15 (Documentation II: Author-Date References) of *The Chicago Manual of Style* (16th edition).
- Appendices (optional; A-1 etc for Appendix A, B-1 etc for Appendix B page numbering):
  - In NYSERDA reports, Appendices should be called appendices and not Attachments. Attachments are used to append a document to an appendix. (Attachments may have different definitions in emails and legal documents.)

Alternative text that describes figures and tables to meet Accessibility requirements (a separate Word file is fine).

## 2.1 Copyright for Intellectual Property

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The contractor must obtain and submit to NYSERDA the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication. For each figure and table, the contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

## 2.2 Americans with Disabilities Act (ADA) Accessibility Compliance

As a State Authority, NYSERDA is obligated to ensure that all documents published on NYSERDA's website are accessible, pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220 August 7, 1998).

To meet the needs of persons with visual or mobility disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)

Reports submitted to NYSERDA must meet the following requirements:

- Use numbered headings in the document up to Level 4 (i.e., 1.1.1.1).
- Pick one of the formatting options outlined in Section 3 of this document.
- Provide short titles for all tables, images and figures.
- Provide Alternative Text (also known as alt-text) that describes the visual elements of each image, figure and table—and does not just repeat the title or caption.
  - o Write out links in documents that will be printed. Write the sentence so that the URL is not at the end and followed by a period. See the last bulleted item for an example (“Visit...”).
  - o Avoid linking to “click here” or including extremely long URLs. For web-only documents, use contextual links, such as linking NYSERDA’s website to “NYSERDA” instead of putting a long URL in text.
  - o Visit [nyserdera.ny.gov/resources/](http://nyserdera.ny.gov/resources/) for more information about how to make a document accessible.

### 3 Formatting

Contractors have two options for the format of a submitted document:

Option 1—NYSERDA does the formatting

- Contractor emails to NYSERDA Project Manager a Word file of all report components with all text in Times New Roman 10 pt font.
- File should include outline level numbering with each section head (1 Level 1 Heading, 1.1 Level 2 Heading, 1.1.1 Level 3 Heading, 1.1.1.1 Level 4 Heading), not to exceed Level 4.
- Each figure and table should have a callout in the main text (i.e., Figure 1 shows... or According to Figure 1,... or (Figure 1) at the end of a sentence).
- Figures and tables along with their titles (and captions if necessary) should be grouped together at the back of the file or supplied in a separate file. Contractor can request inline or back-of-report placement of figures.
- NYSERDA will format the document according to the 2014 NYSERDA Marketing’s Template for Technical Reports.

Option 2—Contractor does the formatting

- Visit [nyserdera.ny.gov/resources/](http://nyserdera.ny.gov/resources/) to download:
  - o Report template (2014 NYSERDA Marketing’s Template for Reports).
  - o Details about report formatting (NYSERDA Report Formatting Guide 2014).
- Apply each of the Word Styles in the template to the elements of the document as appropriate, such as apply Heading 1 to all first-level headings, Body Text to all body text and References to reference materials. Place figures and captions after each respective call-out OR in order at the back of the report.

### 4 Submitting a Report to NYSERDA

No print drafts of the report are required. An electronic Word version of the draft report should be emailed to the NYSERDA Project Manager. Contact the Project Manager regarding how to transfer large files. The contractor is responsible for satisfactorily addressing comments from NYSERDA and other co-sponsors. When making

corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must email to the Project Manager a Word version of the final report.

## 5 Contacts

- The NYSERDA Project Manager should be the contractor's primary point of contact.
- For additional questions, contact Diane Welch in NYSERDA Marketing at [diane.welch@nyserda.ny.gov](mailto:diane.welch@nyserda.ny.gov) or 518-862-1090 ext. 3276.
- Contractors can also email [print@nyserda.ny.gov](mailto:print@nyserda.ny.gov) or call 518-862-1090 and ask for Marketing.

## 6 Required Elements Checklist

- Title page (no page number).
- Notice (small Roman numeral page numbers, i.e., ii).
- Abstract and Keywords (optional; small Roman numerals).
- Acknowledgments (optional; small Roman numerals).
- Table of Contents (small Roman numerals).
- List of Figures (small Roman numerals).
- List of Tables (small Roman numerals).
- Acronyms and Abbreviations List (small Roman numerals).
- Executive Summary or Summary (optional; ES-1 or S-1 etc).
- Main Text (pages sequentially numbered i.e., 1, 2, 3 etc.).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc), callouts in text (i.e., Figure 1 shows...), and Alt Text for ADA Accessibility.
  - o Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text after first callout are acceptable.

References Cited and Bibliography information.

Appendices (optional; page numbering is A-1 etc for Appendix A, B-1 etc for Appendix B).

Copyright information for intellectual property (i.e., images, figures, tables or large pieces of text that have been previously published)—include written permission from the copyright holder at the end of the document and use appropriate language in the captions of the images, figures and tables such as “Reprinted with permission from [publisher's name].”

- Alternative text that describes each figure, table and image —and does not just repeat the title or caption. (See Section 2.2 for more information.) The text should be listed at the end of the document or provided in a separate file.

**Exhibit F - Performance Metrics**  
**CGC Program, Phase II: Category 2**  
Unified Development Code Zoning Update  
CFA # 31779 /Contract # 39520

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The goals of the CGC Category 2 planning grants are to foster mid- to long-term policy change that will create more sustainable communities and reduce greenhouse gases (GHG) in the region. This CGC Performance Metrics Exhibit defines obligations of the Contractor to create and report metrics to NYSERDA for estimating the potential benefits of planning activities. NYSERDA reserves the right to request additional data or metrics and update reporting requirements as needed.

## **1. Definitions**

**CGC Required Performance Metrics (RPMs):** RPMs are required of all CGC grantees and are designed to help NYSERDA estimate potential benefits across all CGC investment. For planning grants these shall be reported by the Contractor as projected community-wide, indirect benefits over near-term (5 years), mid-term (10 years) and long-term (15 years) periods. The RPMs will quantify the estimated benefits that will be achieved through the adoption of sustainability plans and policies by local governments. RPMs include:

- Number of permanent jobs created (full-time equivalent [FTE])
- Energy cost savings/year (\$)
- NYSERDA CGC investment (\$)
- Other investment (\$)
- Total energy savings by fuel type/year (million British thermal units[MMBTU]); and
- GHG savings/year (metric tons carbon dioxide equivalents [MTCDE]).

**Sector-common metrics (SCM):** Specific metrics common to only a subset of the CGC projects or planned measures. Specific metrics such as estimated grid-supplied electricity reductions, potential increased renewable energy capacity, or vehicle miles traveled (VMT) reduction will be assigned to the project to provide more detailed estimates for the RPMs, where applicable.

**Common Planning Metrics (CPM):** An additional set of commonly used planning metrics may be requested by NYSERDA to estimate future benefits of the CGC planning project. CPMs will use performance metrics and standards used within LEED® for Neighborhood Development (LEED- ND) or other systems and standards commonly used to quantify the benefits of sustainable planning practices.

**Regional Sustainability Plan (RSP) Metrics:** These are metrics that align with the indicators included in the RSPs developed during CGC Phase I to support RSP goals. The Contractor should identify any RPMs, SCMs or CPMs that align with RSP indicators. Links to the RSPs are available at <http://www.nyserda.ny.gov/cgc>

**Benefits:** The resulting quantified values of the actual or projected metrics that demonstrate the success and impact of the plan. For Category 2 projects, it is assumed that all benefits will be indirect because project-specific implementation will not take place with this type of CGC investment.

## **2. Preparing the Project Benefits Metrics Report (PBMR)**

The Contractor shall submit a draft preliminary PBMR with the first quarterly report that proposes the metrics and methodology for data development to be used for near-, mid-, and long-term community benefit projections. The draft PBMR shall include the following:

- All six of the CGC RPMs.
- SCMs that are applicable for estimating RPMs because they are specific to the goals of the planning efforts (i.e., VMT/year, if planning effort includes a goal of increasing public transportation; or estimated household electricity use savings, if the planning effort includes an energy-efficiency standard for new housing).
- CPMs shall be identified by NYSERDA and/or proposed by the Contractor to demonstrate benefits that directly correlate with the specific type of planning grant project. NYSERDA may request the Contractor to participate in a NYSERDA-led discussion group with other CGC participants to identify a set of CPMs that will most accurately reflect community benefits of Category 2 planning grant projects. NYSERDA and the Regional Outreach Coordinators shall be available to assist the Contractor in the identification of CPMs that are appropriate for their project and the methodology or approach to use in the data collection and analysis. A minimum of three CPMs should be included for all planning projects.
- RSP metrics that align with the RSP should also be indicated. For example, if an RSP goal is to increase transit ridership by 15%, and the project will include efforts to improve public transportation, then a metric quantifying the expected increase in transit ridership (as a percentage or number of riders) should indicate that it aligns with the RSP on the PBMR. Other RSP metrics that are not already included as an RPM, SCM, or CPM are also encouraged to the extent the data are readily available over time and applicable to the project.

NYSERDA shall work with CGC Category 2 Contractors during project start-up to finalize the format and content of the PBMR. A sample is shown below.

<b>EXAMPLE: Benefit Estimate Sheet: Village of XX Comprehensive Plan Benefits</b>					
Type	In RSP?	Metric	5 Year	10 Year	15 Year
RPM		Permanent Jobs (FTE)			
RPM		Energy Cost Savings / year (\$)			
RPM		NYSERDA CGC investment (\$)			
RPM		Cost Share (\$)			
RPM	Yes	Total Energy Savings / year (MMBTU)			
RPM	Yes	GHG Savings / year (MTCDE)			
SCM		Electricity Use Reductions (kWh/year, MMBTU/year)			
SCM		Fossil Fuel Use Reductions (MMBTU/year)			
SCM		New Renewable Energy Capacity (kW)			
SCM	Yes	Vehicle Miles Traveled (VMT) Reductions/year (#)			
SCM	Yes	Solid waste diverted from Landfill/ year (Tons)			
CPM	Yes	Acres of Agricultural Land in Non-agricultural Use			
CPM	Yes	Housing + Transportation Index			
CPM	Yes	% of People Commuting via Walking, Biking, Public Transit			

### 3. Documenting Methods and Assumptions

The Contractor shall propose performance metrics and the methods for data collection and calculation of the 5-, 10- and 15-year estimated benefits for plans and policies developed and adopted and include these with the draft PBMR. Contractors should rely upon data specific to their own communities, if possible. However, it is acceptable to cite existing standards, research studies, literature, and other peer-reviewed rules of thumb sources and tools to estimate near-, mid-, and long-term benefits of policies for a portion of the metrics. The Contractor should identify all tools and assumptions needed to validate the estimates. The draft PBMR, including methodologies for data collection, shall be completed and included in the first quarterly report. The Contractor and NYSERDA shall finalize a metric reporting schedule, calculation methods, assumptions, and data collection requirements for these metrics by the mid-term review.

#### **4. Final Reporting and Submittal**

At the conclusion of the project, and based on the actual policies that have been developed as a result of the Contractor's work, the Contractor shall quantify project benefits based on the methods agreed to and complete and submit the PBMR. The Contractor should be prepared to submit supporting documentation for review and signoff by NYSERDA as part of the final project report.

For plans/policies supported under the project but not formally adopted at time of project close, all benefits shall be set to zero as the baseline condition. Contractors shall have up to one year after the close of the project to document efforts to achieve policy or plan adoption in order for benefits metrics to be counted in program reporting.

#### **5. CGC Sustainability Policy Inventory**

NYSERDA anticipates tracking the number and type of policies that are implemented as a result of the CGC Category 2 Planning Grant investments. Contractors shall be required to also report all policies adopted and any outcomes or lessons learned as a result of this project.

Other Bind Variables

Unique Terms: No

Enter Other Insurance Requirements:

Are there any significant changes since PDMC or management approval?:

No

Describe changes:

Enter SEQRA Type: Type I

Have you attached detailed determination with appropriate documentation? No

Have you attached the short or long Environmental Assessment Form, as appropriate?

%%NY\_SEQRA\_UNLISTED%%

Identify entire Section No. from 503.3 or 617.5 -- e.g. 503.3(e):

617. 4 (b); 503.3 (f), (n), (o)

**FROM:** Susan Barden

**DATE:** March 15, 2021

**SUBJECT:** CGC 39520 — Contract Modification

**For NYSDERDA Use Only**

<b>REQ #</b>		<b>Contract or Solicitation #</b>		<b>Ad Hoc # (if TWO)</b>	<b>N/A</b>	<b>PO #</b>	
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**Request to Revise Project Period or Milestone Dates:**

- ☒ For Contract Extension, enter new end date: December 31, 2021
- ☒ For Changes to Milestone Dates: Revise contract by tracking changes (including specific reasons for each change as comments), attach first page of contract and updated milestone schedule to this form.
- ☒ Reasons – *Provide specific explanations as to why you are requesting the contract modification (ex: Board approval was delayed)*

The City released draft 2.0 of the UDO in September 2020 for public, land use board, staff and City Council review. The community requested more time to review the second draft UDO and the City responded by extending the public comment period and provided a series of workshop sessions. The extended public comment period resulted in 187 public comments. Staff has reviewed all of the public comments and provided revisions for the consultant team to make to the draft in preparation of the final draft of the UDO. The final draft of the UDO will be released in early April and final steps will be taken toward City Council adoption.

**Request to Redistribute Funds to Align with New Milestone Dates:**

- ☐ Changes to Distribution of Funds: Revise contract by tracking changes (including specific reasons for each change as comments), attach first page of contract and updated milestone schedule to this form.
- ☐ Reasons - *Provide specific explanations as to why you are requesting the contract modification (ex: Board approval was delayed)*

**Contact Information (if applicable):**

- ☒ All contact information in the original contract is correct (ex. Article 15)
- ☐ The contact information has changed (please provide updated contact information below)

Name:

Title:

Email:

Mailing address:



**ADDENDUM THREE TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY AND  
BOLTON ST. JOHNS**

Original Agreement approved February 4, 2020

Addendum One approved June 16, 2020

Addendum Two approved September 15, 2020

THIS ADDENDUM Three is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and BOLTON ST. JOHNS, with a place of business at 146 State Street, Albany, NY 12207 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement, as approved by the City Council at its meeting on February 4, 2020, that the Consultant would provide the City with government relations on an as needed basis for the period commencing on February 4, 2020 and ending on June 30, 2020. Fees under the original contract were established so as not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices.

The City and the Consultant further agreed to Addendum One, as approved by Council at its meeting on June 16, 2020, to extend the term of services through September 30, 2020 for an additional \$1,000/month for each of three more consecutive months, July through September 2020. Addendum Two, as approved by Council at its meeting on September 15, 2020, extended the term of services through December 31, 2020 for an additional \$1,000/month for each of three more consecutive months, October through December 2020.

For this ADDENDUM THREE, the City and the Consultant agree to modify the prior agreement and prior addendums as follows:

Section 2. Term of Agreement. The term of the services provided in the agreement shall be extended to **March 31, 2021.**

Section 3. Terms of Payment. The limitation of "not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices" shall be amended to state **"not to exceed Fifteen Thousand and no/100 dollars (\$15,000.00), payable at \$1,800/month for each of five consecutive months, April through June 2020; \$1,000/month for each of three consecutive months, July through September 2020, \$1,000/month for each of three consecutive months, October through December 2020; \$1,000/month for each of three consecutive months, January through March 2021; all requests for payment shall be accompanied by itemized invoices"**.

WHEREFORE, the City and the Consultant have executed this ADDENDUM THREE on the dates indicated below:

CONSULTANT

By: William J. McQuinn

Title: Partner

Date: December 9, 2020

Per Council Approval: 12/15/20

CITY OF SARATOGA SPRINGS

By: Mary Kelly

Title: Mayor

Date: 12-16-2020

**ADDENDUM FOUR TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS, NY  
AND BOLTON ST. JOHNS**

Original Agreement approved February 4, 2020  
Addendum One approved June 16, 2020  
Addendum Two approved September 15, 2020  
Addendum Three approved December 15, 2020

THIS ADDENDUM FOUR is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and BOLTON ST. JOHNS, with a place of business at 146 State Street, Albany, NY 12207 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement, as approved by the City Council at its meeting on February 4, 2020, that the Consultant would provide the City with government relations on an as needed basis for the period commencing on February 4, 2020 and ending on June 30, 2020. Fees under the original contract were established so as not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices.

The City and the Consultant further agreed to Addendum One, as approved by Council at its meeting on June 16, 2020, to extend the term of services through September 30, 2020 for a an additional \$1,000/month for each of three more consecutive months, July through September 2020. Addendum Two, as approved by Council at its meeting on September 15, 2020, extended the term of services through December 31, 2020 for a an additional \$1,000/month for each of three more consecutive months, October through December 2020. Addendum Three, as approved by Council at its meeting on December 15, 2020, extended the term of services through March 31, 2021 for a an additional \$1,000/month for each of three more consecutive months, January through March 2021.

For this ADDENDUM FOUR, the City and the Consultant agree to modify the prior agreement and prior addendums as follows:


Section 2. Term of Agreement. The term of the services provided in the agreement shall be extended to **June 30, 2021.**

Section 3. Terms of Payment. The limitation of "not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices" shall be amended to state **"not to exceed a cumulative total of Twenty-One Thousand and no/100 dollars (\$21,000.00) for the original agreement plus Amendments One, Two, Three, and Four. The said cumulative total shall include the additional amount of \$1,000/month for each of an additional three consecutive months, April through June 2021; all requests for payment shall be accompanied by itemized invoices"**.

WHEREFORE, the City and the Consultant have executed this ADDENDUM THREE on the dates indicated below:

CONSULTANT

CITY OF SARATOGA SPRINGS

By: 

By: \_\_\_\_\_

Title: Partner

Title: Mayor

Date: March 22, 2021

Date: \_\_\_\_\_

Per Council Approval: \_\_\_\_\_

**ADDENDUM TWO TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS,  
NY AND BOLTON ST. JOHNS**

Original Agreement approved February 4, 2020  
Addendum One approved June 16, 2020

THIS ADDENDUM TWO is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and BOLTON ST. JOHNS, with a place of business at 146 State Street, Albany, NY 12207 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement, as approved by the City Council at its meeting on February 4, 2020, that the Consultant would provide the City with government relations on an as needed basis for the period commencing on February 4, 2020 and ending on June 30, 2020. Fees under the original contract were established so as not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices.

The City and the Consultant further agreed to Addendum One, as approved by Council at its meeting on June 16, 2020, to extend the term of services through September 30, 2020 for a an additional \$1,000/month for each of three more consecutive months, July through September 2020.

For this ADDENDUM TWO, the City and the Consultant agree to modify the prior agreement and prior addendums as follows:

Section 2. Term of Agreement. The term of the services provided in the agreement shall be extended to **December 31, 2020.**

Section 3. Terms of Payment. The limitation of "not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices" shall be amended to state **"not to exceed Fifteen Thousand and no/100 dollars (\$15,000.00), payable at \$1,800/month for each of five consecutive months, April through June 2020, \$1,000/month for each of three consecutive months, July through September 2020, \$1,000/month for each of three consecutive months, October through December 2020; all requests for payment shall be accompanied by itemized invoices"**.

WHEREFORE, the City and the Consultant have executed this ADDENDUM TWO on the dates indicated below:

CONSULTANT

By: 

Title: Partner

Date: September 17, 2020

Per Council Approval: 9/15/20

CITY OF SARATOGA SPRINGS

By: 

Title: Mayor

Date: 9/29/20

**ADDENDUM TWO TO AGREEMENT BETWEEN THE CITY OF SARATOGA SPRINGS,  
NY AND BOLTON ST. JOHNS**

Original Agreement approved February 4, 2020  
Addendum One approved June 16, 2020

THIS ADDENDUM TWO is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and BOLTON ST. JOHNS, with a place of business at 146 State Street, Albany, NY 12207 ("Consultant").

WITNESSETH:

The City and the Consultant entered into an agreement, as approved by the City Council at its meeting on February 4, 2020, that the Consultant would provide the City with government relations on an as needed basis for the period commencing on February 4, 2020 and ending on June 30, 2020. Fees under the original contract were established so as not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices.

The City and the Consultant further agreed to Addendum One, as approved by Council at its meeting on June 16, 2020, to extend the term of services through September 30, 2020 for a an additional \$1,000/month for each of three more consecutive months, July through September 2020.

For this ADDENDUM TWO, the City and the Consultant agree to modify the prior agreement and prior addendums as follows:

Section 2. Term of Agreement. The term of the services provided in the agreement shall be extended to **December 31, 2020.**

Section 3. Terms of Payment. The limitation of "not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices" shall be amended to state **"not to exceed Fifteen Thousand and no/100 dollars (\$15,000.00), payable at \$1,800/month for each of five consecutive months, April through June 2020, \$1,000/month for each of three consecutive months, July through September 2020, \$1,000/month for each of three consecutive months, October through December 2020; all requests for payment shall be accompanied by itemized invoices"**.

WHEREFORE, the City and the Consultant have executed this ADDENDUM TWO on the dates indicated below:

CONSULTANT

By: 

Title: Partner

Date: September 17, 2020

CITY OF SARATOGA SPRINGS

By: 

Title: Mayor

Date: 9/29/20

Per Council Approval: 9/15/20



**ADDENDUM ONE TO AGREEMENT BETWEEN THE CITY OF SARATOGA  
SPRINGS, NY AND BOLTON ST. JOHNS**

Original Agreement approved February 4, 2020

THIS ADDENDUM ONE is made by and between THE CITY OF SARATOGA SPRINGS, NY ("City"), a municipal corporation with a place of business at 474 Broadway, Saratoga Springs, NY 12866 and BOLTON ST. JOHNS, with a place of business at 146 State Street, Albany, NY 12207 ("Consultant").

**WITNESSETH:**

The City and the Consultant entered into an agreement, as approved by the City Council at their meeting on February 4, 2020, that the Consultant would provide the City with government relations on an as needed basis for the period commencing on February 4, 2020 and ending on June 30, 2020. Fees under the original contract were established so as not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices.

This ADDENDUM ONE is supplemental to the Original Agreement approved February 4, 2020 and is incorporated into and made a part of those documents. All other terms, conditions, and provisions of the original February 4, 2020 remain in effect.

For this ADDENDUM ONE, the City and the Consultant agree to modify the prior agreement and prior addendums as follows:

Section 2. Term of Agreement. The term of the services provided in the agreement shall be extended to **September 30, 2020.**

Section 3. Terms of Payment. The limitation of "not to exceed Nine Thousand and no/100 dollars (\$9,000.00), payable at \$1,800/month for each of five consecutive months with itemized invoices" shall be amended to state **"not to exceed Twelve Thousand and no/100 dollars (\$12,000.00), payable at \$1,800/month for each of five consecutive months, April through June 2020, and \$1,000/month for each of three consecutive months, July through September 2020; all requests for payment shall be accompanied by itemized invoices"**.

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

CONSULTANT

By: Will McGe  
Title: Mary Patrice Bolton St Johns  
Date: 6-7-2020

CITY OF SARATOGA SPRINGS

By: Mary Kelly  
Title: Mayor  
Date: 6/22/20

Per Council Approval: 6/16/20



## City of Saratoga Springs, NY Contract

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
City Department: Finance Department Contact Person: Michele Madigan City Ext. 2577  
Company Name: Bolton St. Johns  
Company Address: 146 State Street, Albany, NY 12207  
Company Telephone No.: 518-462-4620 Company Fax No.: \_\_\_\_\_  
Vendor and/or Service Provider Primary Contact: Bill McCarthy, Sr. Title: Partner  
Primary Contact Email: wmccarthy@boltonstjohns.com  
Service to be Provided: Government Relations  
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 Gov't Relations, the Vendor and/or Service Provider submitted proposals dated 1/28/20 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by 6/30/20. 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, **\$1,800/month for each of five consecutive months, with itemized invoices subject to City Project Manager's approval, not to exceed a total of Nine Thousand and 00/100 dollars (\$9,000.00)**, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The ~~Mayor~~**Commissioner of Finance** is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Bill McCarthy, Sr. 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:** Bill McCarthy, Sr., Bolton St. Johns, 146 State Street, Albany NY 12207
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing

software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-:VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

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

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three (3) 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 (3) days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its' business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.



17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

**City Certification:** In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

**Vendor and/or Service Provider Certification:** In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: William J. McCarthy, Sr. Date: 2-3-2020  
 Print Name: William J. McCarthy, Sr. Title: Partner, Bolton St. Johns, LLC  
 City of Saratoga Springs' Signature: Meg Kelly Date: 2/5/2020  
 Print Name: Meg Kelly Title: Mayor City Council Approval Date: 2/4/2020

0005/2/5 0005/1/6

Jeffrey



**TO:** Michele Madigan, Commissioner of Finance, City of Saratoga Springs

**FROM:** Bill McCarthy, Sr., Partner, Bolton-St. Johns, LLC  
Bill McCarthy, Jr., Senior Vice President, Bolton-St. Johns, LLC

**RE:** Proposal for New York State Government Relations

**DATE:** January 27, 2020

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## Overview

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Bolton-St. Johns (BSJ) is a leading statewide government relations consulting firm with offices in New York City, Albany, and Buffalo. BSJ has a large practice in Albany and is regularly ranked in the top five government relations firms in the State. Our firm leverages relationships and know-how built over decades of experience to help our clients reach their goals.

BSJ proposes a contract for government relations consulting services with the City of Saratoga Springs (the City) in New York State. We will work with the City to develop a detailed legislative and budgetary campaign strategy and draft legislation necessary to accomplish the City's objectives. We will advise the City on interactions with state government officials, strategic planning, and creating on-point messaging to sway influential decision-makers towards supporting the City's agenda.

## Scope of Work

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As part of BSJ's representation of the City, BSJ will provide services including, but not limited to:

### General Guidance

- Work with the City's leadership and staff to develop and implement messaging and advocacy strategies to support the City's long-term and short-term priorities
- Assist the City in building relationships with Leadership in the New York State Senate, Assembly and Governor's Office
- Identify elected/appointed officials and government staff to cultivate as champions for the City's agenda
- Identify legislative and agency policy priorities and initiatives of interest to the City
  - Provide analysis of such priorities and initiatives
  - Work with the City's leadership and staff to develop a strategy to maximize opportunities related to such priorities and initiatives in furtherance of the City's goals
- Identify opportunities for the City to showcase strengths and partner with leadership in government



- Monitor/attend government hearings (oversight hearings, budget hearings & legislative hearings) of interest to the City and draft presentations and testimony as needed (*more on NYS Budget below*)
- Provide assistance to the City's administrative staff on contact information, background and biographical information and synopsis of the role and duties of elected/appointed officials and staff

#### **Timeline for Fiscal Year 2021 New York State Budget**

- On January 21, Governor Cuomo released his FY2021 New York State Executive Budget
- The Senate Finance Chair and the Assembly Ways and Means Chair will hold joint legislative budget hearings on the Governor's proposed FY2021 budget from January 27 through February 13 – *an opportunity for the City to testify at either or both the Local Government and Public Protection hearings on the Executive Budget proposal to eliminate VLT aid to the City*
- On February 11, the Governor will release his 21-day budget amendments
- On February 20, the Governor will release his 30-day budget amendments.
- The expected schedule for the FY2021 budget process is as follows (the budget is due April 1<sup>st</sup>):
  - Late February – Economic / Revenue reports are released
  - Early March – Joint Revenue Forecasting Conference is held and the Revenue Consensus Report is issued
  - Mid-March – One house budget bills are introduced and Conference committees commence
  - Late March - Conference committees end and Joint Budget bills are voted on.

#### **Legislative Assistance**

- Monitor all proposed legislation and share any proposals that may impact or be of interest to the City
- Work with the City to develop strategies to support or oppose legislation as appropriate
- Produce summary documents and background information for proposed and enacted legislation as needed
- Attend hearings on proposed legislation and provide re-cap of the hearing as well as briefing papers, testimony etc.
- Working with the City's leadership and staff, draft the City's testimony regarding proposed legislation

#### **Lobbying**

- Check-in regularly with elected/appointed officials and staff on their perceptions of the City's priorities and programs
- Troubleshoot any concerns or issues related to the City as expressed by elected/appointed officials and staff



- Assist in navigating complex government bureaucracy to expedite responses to the City's requests whenever possible
- Provide informal updates about the City to elected/appointed officials and staff on a regular basis
- Prepare, file, and provide copies of all necessary reports with the state agency responsible for lobbyist oversight that BSJ is required to file as the registered lobbyist for the City
- Provide guidance to the City on filing its principal registration and lobbyist reports (if any).

#### **Information Dissemination**

- Provide weekly roundup of important New York State and local news
- Track news and media in areas of interest to the City

#### **Cost Proposal**

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BSJ proposes a flat monthly fee of \$1,800 for a five-month term beginning February 1, 2020 and ending June 30, 2020. We do not charge for expenses, except for out of state travel.

LN	ORG ACCOUNT	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
					LINE DESCRIPTION	EFF DATE			
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2021	03	244 03/29/2021	BUDGET	CCM 32921	BUA TRANS-REG	1	1		
1	A3021314	54720	COMM FINANCE	CONTRACTED SERVICE	SERVICE CONTRACTS - PROF SERV	43,250.00	3,000.00	46,250.00	
	A	-30-2-1310-4-54720	-		FOR EXT OF BOLTON ST JOHNS	03/29/2021			
2	A3021374	54580	DISCOUNT ON TAXES	CS	DISCOUNTS ISSUED	362,431.00	-3,000.00	359,431.00	
	A	-30-2-1363-4-54580	-		FOR EXT OF BOLTON ST JOHNS	03/29/2021			
					** JOURNAL TOTAL		0.00		

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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL					ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC			
2021 3 244									
BUA A3021314-54720	03/29/2021	TRANS-REG	BUDGET	CCM 32921		SERVICE CONTRACTS - PROF SERV FOR EXT OF BOLTON ST JOHNS	5	3,000.00	
BUA A3021374-54580	03/29/2021	TRANS-REG	BUDGET	CCM 32921		DISCOUNTS ISSUED FOR EXT OF BOLTON ST JOHNS	5		3,000.00
JOURNAL 2021/03/244 TOTAL								.00	.00

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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

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

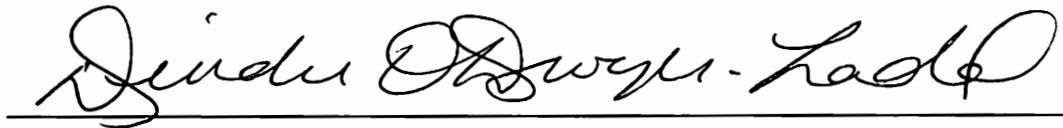


**CITY OF SARATOGA SPRINGS  
BUDGET TRANSFER REQUEST  
DEPARTMENT OF Finance  
FOR THE CITY COUNCIL MEETING 29-Mar-21**

TRANSFER TO ORG/OBJ/PROJ	AMOUNT	TRANSFER FROM ORG/OBJ/PROJ	AMOUNT	APPROPRIATION (Revised Budget)	% OF LINE APPROPRIATION
A3021314-54720 FINCANCE- Serv Cont-Prof Serv	1 \$3,000.00	A3021374-54580 Finance-Contingency	2 \$3,000.00	\$362,431.00	0.83%

**TOTALS**\$3,000.00\$3,000.00

Approved by



*In accordance with section 4.4.12 of the City Charter and the City's transfer policy, transfer requests that exceed 10% of the amount of a budget line appropriation shall be accompanied by a written explanation. Please provide explanation on this form, or if necessary attach a separate sheet.*

**Explanation - Use additional sheets if necessary**

To cover the cost of extending a contract for three months (\$1k/mo) with Bolton St Johns for Government Services.

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

03/29/2021

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

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

<b>PRODUCER</b> <b>Amsure - Albany</b> <b>12 Computer Drive West</b> <b>PO Box 15044</b> <b>Albany, NY 12212-5044</b>	<b>CONTACT NAME:</b> Michael J. McBride <b>PHONE (A/C, No, Ext):</b> 518 458-1800 <b>FAX (A/C, No):</b> 518 458-8390 <b>E-MAIL ADDRESS:</b> mmcbride@amsureins.com														
<b>INSURED</b> <b>Bolton-St. Johns, LLC</b> <b>146 State Street</b> <b>Albany, NY 12207</b>	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 447">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 474"><b>INSURER A : Phoenix Insurance Company</b></td> <td data-bbox="1433 453 1572 474"><b>25623</b></td> </tr> <tr> <td data-bbox="816 480 1433 501"><b>INSURER B : Travelers Indemnity Company</b></td> <td data-bbox="1433 480 1572 501"><b>25658</b></td> </tr> <tr> <td data-bbox="816 508 1433 529"><b>INSURER C : Travelers Indemnity Co. of America</b></td> <td data-bbox="1433 508 1572 529"><b>25666</b></td> </tr> <tr> <td data-bbox="816 535 1433 556"><b>INSURER D :</b></td> <td data-bbox="1433 535 1572 556"></td> </tr> <tr> <td data-bbox="816 562 1433 583"><b>INSURER E :</b></td> <td data-bbox="1433 562 1572 583"></td> </tr> <tr> <td data-bbox="816 590 1433 611"><b>INSURER F :</b></td> <td data-bbox="1433 590 1572 611"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Phoenix Insurance Company</b>	<b>25623</b>	<b>INSURER B : Travelers Indemnity Company</b>	<b>25658</b>	<b>INSURER C : Travelers Indemnity Co. of America</b>	<b>25666</b>	<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A : Phoenix Insurance Company</b>	<b>25623</b>														
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<b>INSURER D :</b>															
<b>INSURER E :</b>															
<b>INSURER F :</b>															

**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>6602389N715</b>	<b>02/14/2021</b>	<b>02/14/2022</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$500,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			<b>6602389N715</b>	<b>02/14/2021</b>	<b>02/14/2022</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION <b>\$10000</b>			<b>CUP2599T27A</b>	<b>02/14/2021</b>	<b>02/14/2022</b>	EACH OCCURRENCE <b>\$2,000,000</b> AGGREGATE <b>\$2,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <b>N</b> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<b>N/A</b>	<b>UB3K227381</b>	<b>02/14/2021</b>	<b>02/14/2022</b>	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>

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

**Re: work performed the certificate holder is named as additional insured, primary and non contributing for general liability per the written contract.**

**CERTIFICATE HOLDER****CANCELLATION**

<b>City Saratoga Springs</b> <b>474 Broadway</b> <b>Saratoga Springs, NY 12866</b>	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	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2021	03	194 03/29/2021	BUDGET	CCM 032921	BUA TRANS-CONT	1	1		
1	A3335654	54720	OFF STREET PARKING	CS	SERVICE CONTRACTS - PROF SERV	2,500.00	4,990.00	7,490.00	
	A	-33-3-5650-4-54720	-		EV STAION, ASSURE O&M WARRANTY	03/29/2021			
2	A3335652	52600	OFF STREET PARKING	EQ CAP OUT	SOFTWARE	.00	3,164.00	3,164.00	
	A	-33-3-5650-2-52600	-		EV STATION, CLOUD	03/29/2021			
3	A3335652	52230	OFF STREET PARKING	EQ CAP OUT	HARDWARE	.00	250.00	250.00	
	A	-33-3-5650-2-52230	-		EV STATION, MODEM	03/29/2021			
4	A3829999	59010	CONTINGENCY		CONTINGENCY	235,985.83	-8,404.00	227,581.83	
	A	-38-2-9990-9-59010	-		EV STATION,CLOUD, MODEM, WARRA	03/29/2021			
					** JOURNAL TOTAL		0.00		

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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YEAR PER	JNL						ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2021 3 194										
BUA A3335654-54720	03/29/2021	TRANS-CONT BUDGET CCM 032921				SERVICE CONTRACTS - PROF SERV	5		4,990.00	
						EV STAION, ASSURE O&M WARRANTY				
BUA A3335652-52600	03/29/2021	TRANS-CONT BUDGET CCM 032921				SOFTWARE	5		3,164.00	
						EV STATION, CLOUD				
BUA A3335652-52230	03/29/2021	TRANS-CONT BUDGET CCM 032921				HARDWARE	5		250.00	
						EV STATION, MODEM				
BUA A3829999-59010	03/29/2021	TRANS-CONT BUDGET CCM 032921				CONTINGENCY	5			8,404.00
						EV STATION,CLOUD, MODEM, WARRA				
JOURNAL 2021/03/194 TOTAL									.00	.00

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

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