



# CITY OF SARATOGA SPRINGS

## City Council Meeting



December 29, 2016      City Council Room

 [Print](#)

**1:00 PM**

**CALL TO ORDER**

**ROLL CALL**

**SALUTE TO FLAG**

**PUBLIC COMMENT PERIOD / 15 MINUTES**

**PRESENTATION(S):**

**EXECUTIVE SESSION:**

### **CONSENT AGENDA**

1. Approve Budget Amendments (Increases)
2. Approve Budget Transfers-Regular

### **MAYOR'S DEPARTMENT**

1. Discussion and Vote: Authorization for Mayor to sign agreement with City Center for room use on January 28, 2017 for the State of the City Address
2. Discussion and Vote: Accept donation of room rental fee from City Center

### **ACCOUNTS DEPARTMENT**

1. Discussion and Vote: Authorization for Mayor to Sign Agreement with FitzGerald, Morris, Baker & Firth for Article 7 Cases
2. Discussion and Vote: Authorization for Mayor to Sign Agreement with Towne, Ryan and Partners, P.C. for Article 7 Cases

### **FINANCE DEPARTMENT**

1. Discussion and Vote: Budget Transfers-Payroll
2. Discussion and Vote: Budget Transfers-Benefits

### **PUBLIC WORKS DEPARTMENT**

### **PUBLIC SAFETY DEPARTMENT**

**SUPERVISORS**

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BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2016 12	222 12/29/2016	BUDGET CCM 122916	BUA AMEND-INCR	1				
1 A104	42729	DPS MISC LOACL SOURCES		SPECIAL EVENTS REIMB OT TRAFFI	-5,000.00	-1,080.00	-6,080.00	
A	-10-4-0000-0-42729	-		REV OVER BUDG, TO SPECEV OT,SS 12/29/2016				
2 A3143311	51964	TRAFFIC CONTROL PS		SPECIAL EVENTS OT	5,000.00	1,000.00	6,000.00	
A	-31-4-3310-1-51964	-		REV OVER BUDG, TO SPECEV OT,SS 12/29/2016				
3 A3143311	58030	TRAFFIC CONTROL PS		CITY PORTION SOCIAL SECURITY	22,293.71	80.00	22,373.71	
A	-31-4-3310-1-58030	-		REV OVER BUDG, TO SPECEV OT,SS 12/29/2016				
4 A113	43501	DPW STATE AID		STATE AID CHIPS PROGRAM	-613,935.34	-140,136.85	-754,072.19	
A	-11-3-0000-0-43501	-		CHIPS PAVE NYS 2016 PROGRAM 12/29/2016				
5 A3335134	54100	CHIPS CS		RUBBLE BLACKTOP STONE OIL	449,793.62	140,136.85	589,930.47	
A	-33-3-5112-4-54100	-		CHIPS PAVE NYS 2016 PROGRAM 12/29/2016				
** JOURNAL TOTAL						0.00		

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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				
2016 12	222									
BUA A104-42729	12/29/2016	AMEND-INCR BUDGET CCM 122916				SPECIAL EVENTS REIMB OT TRAFFI 5				1,080.00
						REV OVER BUDG, TO SPECEV OT,SS				
BUA A3143311-51964	12/29/2016	AMEND-INCR BUDGET CCM 122916				SPECIAL EVENTS OT 5		1,000.00		
						REV OVER BUDG, TO SPECEV OT,SS				
BUA A3143311-58030	12/29/2016	AMEND-INCR BUDGET CCM 122916				CITY PORTION SOCIAL SECURITY 5		80.00		
						REV OVER BUDG, TO SPECEV OT,SS				
BUA A113-43501	12/29/2016	AMEND-INCR BUDGET CCM 122916				STATE AID CHIPS PROGRAM 5				140,136.85
						CHIPS PAVE NYS 2016 PROGRAM				
BUA A3335134-54100	12/29/2016	AMEND-INCR BUDGET CCM 122916				RUBBLE BLACKTOP STONE OIL 5		140,136.85		
						CHIPS PAVE NYS 2016 PROGRAM				
								<hr/>	<hr/>	
								.00		.00
BUA A-2960	12/29/2016	AMEND-INCR BUDGET CCM 122916				APPROPRIATIONS				141,216.85
BUA A-1510	12/29/2016	AMEND-INCR BUDGET CCM 122916				ESTIMATED REVENUES		141,216.85		
								<hr/>	<hr/>	
						SYSTEM GENERATED ENTRIES TOTAL		141,216.85		141,216.85
								<hr/>	<hr/>	
						JOURNAL 2016/12/222 TOTAL		141,216.85		141,216.85

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BUDGET AMENDMENT JOURNAL ENTRY PROOF

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FUND	ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
A	GENERAL FUND	2016 12	222	12/29/2016			
	A-1510				ESTIMATED REVENUES	141,216.85	
	A-2960				APPROPRIATIONS		141,216.85
					FUND TOTAL	141,216.85	141,216.85

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

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**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2016	12	212 12/29/2016	BUDGET	CCM 122916	BUA TRANS-REG	1				
1	A3011434	54740		HUMAN RESOURCES	SERVICE CONTRACTS - EQUIPMENT		.00	990.00	990.00	
	A	-30-1-1430-4-54740	-		TO COVER DEFICITS		12/29/2016			
2	A3011434	54720		HUMAN RESOURCES	SERVICE CONTRACTS - PROF SERV		1,000.00	-990.00	10.00	
	A	-30-1-1430-4-54720	-		TO COVER DEFICITS		12/29/2016			
3	A3011434	54410		HUMAN RESOURCES	PRINTING		-700.00	650.00	-50.00	
	A	-30-1-1430-4-54410	-		TO COVER DEFICITS		12/29/2016			
4	A3011434	54420		HUMAN RESOURCES	ADVERTISING		650.00	-650.00	.00	
	A	-30-1-1430-4-54420	-		TO COVER DEFICITS		12/29/2016			
5	A3011434	54410		HUMAN RESOURCES	PRINTING		-700.00	50.00	-650.00	
	A	-30-1-1430-4-54410	-		TO COVER DEFICITS		12/29/2016			
6	A3011434	54110		HUMAN RESOURCES	OFFICE SUPPLIES		730.00	-50.00	680.00	
	A	-30-1-1430-4-54110	-		TO COVER DEFICITS		12/29/2016			
7	A3143124	54330		POLICE DEPARTMENT CS	REPAIRS & MAINTENANCE EQUIPMEN		1,000.00	1,000.00	2,000.00	
	A	-31-4-3120-4-54330	-		TO COVER COSTS THRU YR END		12/29/2016			
8	A3143014	54291		COMM PUBLIC SAFETY CS	DRUG TESTING		3,000.00	-1,000.00	2,000.00	
	A	-31-4-3010-4-54291	-		TO COVER COSTS THRU YR END		12/29/2016			
9	A3051354	54740		ASSESSMENT OFFICE CS	SERVICE CONTRACTS - EQUIPMENT		3,221.28	31.38	3,252.66	
	A	-30-5-1355-4-54740	-		CORRECTION-122016 TREG #20		12/29/2016			
10	A3051414	54740		COMM OF ACCOUNTS CS	SERVICE CONTRACTS - EQUIPMENT		6,200.38	-31.38	6,169.00	
	A	-30-5-1410-4-54740	-		CORRECTION-122016 TREG #20		12/29/2016			
11	A3021314	54110		COMM FINANCE CONTRACTED SERVICE	OFFICE SUPPLIES		10,419.72	400.00	10,819.72	
	A	-30-2-1310-4-54110	-		COVER INVOICES THRU YR END		12/29/2016			
12	A3021314	54440		COMM FINANCE CONTRACTED SERVICE	BOOKS PUBLICATIONS & SUBSCRITI		1,500.00	105.00	1,605.00	
	A	-30-2-1310-4-54440	-		COVER INVOICES THRU YR END		12/29/2016			
13	A3021314	54120		COMM FINANCE CONTRACTED SERVICE	POSTAGE		6,800.00	-505.00	6,295.00	
	A	-30-2-1310-4-54120	-		COVER INVOICES THRU YR END		12/29/2016			
14	E3577164	54510		CITY CENTER AUTHORITY CS	REPAIRS & MAINTENANCE VEHICLE		2,010.00	58.72	2,068.72	
	E	-35-7-7160-4-54510	-		COVER COSTS PER CCA		12/29/2016			
15	E3577164	54670		CITY CENTER AUTHORITY CS	PHONES		8,897.33	200.00	9,097.33	
	E	-35-7-7160-4-54670	-		COVER COSTS PER CCA		12/29/2016			

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YEAR PER SRC ACCOUNT	JNL EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2016 12	212								
BUA A3011434-54740	12/29/2016	TRANS-REG	BUDGET	CCM 122916		SERVICE CONTRACTS - EQUIPMENT TO COVER DEFICITS	5	990.00	
BUA A3011434-54720	12/29/2016	TRANS-REG	BUDGET	CCM 122916		SERVICE CONTRACTS - PROF SERV TO COVER DEFICITS	5		990.00
BUA A3011434-54410	12/29/2016	TRANS-REG	BUDGET	CCM 122916		PRINTING TO COVER DEFICITS	5	650.00	
BUA A3011434-54420	12/29/2016	TRANS-REG	BUDGET	CCM 122916		ADVERTISING TO COVER DEFICITS	5		650.00
BUA A3011434-54410	12/29/2016	TRANS-REG	BUDGET	CCM 122916		PRINTING TO COVER DEFICITS	5	50.00	
BUA A3011434-54110	12/29/2016	TRANS-REG	BUDGET	CCM 122916		OFFICE SUPPLIES TO COVER DEFICITS	5		50.00
BUA A3143124-54330	12/29/2016	TRANS-REG	BUDGET	CCM 122916		REPAIRS & MAINTENANCE EQUIPMEN TO COVER COSTS THRU YR END	5	1,000.00	
BUA A3143014-54291	12/29/2016	TRANS-REG	BUDGET	CCM 122916		DRUG TESTING TO COVER COSTS THRU YR END	5		1,000.00
BUA A3051354-54740	12/29/2016	TRANS-REG	BUDGET	CCM 122916		SERVICE CONTRACTS - EQUIPMENT CORRECTION-122016 TREG #20	5	31.38	
BUA A3051414-54740	12/29/2016	TRANS-REG	BUDGET	CCM 122916		SERVICE CONTRACTS - EQUIPMENT CORRECTION-122016 TREG #20	5		31.38
BUA A3021314-54110	12/29/2016	TRANS-REG	BUDGET	CCM 122916		OFFICE SUPPLIES COVER INVOICES THRU YR END	5	400.00	
BUA A3021314-54440	12/29/2016	TRANS-REG	BUDGET	CCM 122916		BOOKS PUBLICATIONS & SUBSCRITI COVER INVOICES THRU YR END	5	105.00	
BUA A3021314-54120	12/29/2016	TRANS-REG	BUDGET	CCM 122916		POSTAGE COVER INVOICES THRU YR END	5		505.00
BUA E3577164-54510	12/29/2016	TRANS-REG	BUDGET	CCM 122916		REPAIRS & MAINTENANCE VEHICLE COVER COSTS PER CCA	5	58.72	
BUA E3577164-54670	12/29/2016	TRANS-REG	BUDGET	CCM 122916		PHONES COVER COSTS PER CCA	5	200.00	
BUA E3577164-54720	12/29/2016	TRANS-REG	BUDGET	CCM 122916		SERVICE CONTRACTS - PROF SERV COVER COSTS PER CCA	5	6,330.00	
BUA E3577162-52101	12/29/2016	TRANS-REG	BUDGET	CCM 122916		BUILDING EQUIPMENT COVER COSTS PER CCA	5		258.72
BUA E3577164-54611	12/29/2016	TRANS-REG	BUDGET	CCM 122916		BUILDING INSURANCE COVER COSTS PER CCA	5		6,330.00
BUA A3335134-54530	12/29/2016	TRANS-REG	BUDGET	CCM 122916		EQUIPMENT & VEHICLE RENTAL TO COVER COSTS THRU YR END	5	5,175.00	
BUA A3335134-54100	12/29/2016	TRANS-REG	BUDGET	CCM 122916		RUBBLE BLACKTOP STONE OIL TO COVER COSTS THRU YR END	5		5,175.00
BUA A3567144-54650-3000	12/29/2016	TRANS-REG	BUDGET	CCM 122916		UTILITIES TO COVER COSTS THRU YR END	5	500.00	
BUA A3567174-54650-3000	12/29/2016	TRANS-REG	BUDGET	CCM 122916		UTILITIES TO COVER COSTS THRU YR ENDM	5		500.00
BUA A3567194-54180-3000	12/29/2016	TRANS-REG	BUDGET	CCM 122916		OTHER SUPPLIES TO COVER COSTS THRU YR END	5	1,000.00	
BUA A3567174-54650-3000						UTILITIES	5		1,000.00

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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		
BUA A3021692-52230		12/29/2016	TRANS-REG	BUDGET	CCM 122916		TO COVER COSTS THRU YR END		
BUA A3021692-52600		12/29/2016	TRANS-REG	BUDGET	CCM 122916		HARDWARE	5	5,500.00
BUA A3567142-52300-3000		12/29/2016	TRANS-REG	BUDGET	CCM 122916		TO COVER EQUIPMENT COSTS		
BUA A3567172-52300-3000		12/29/2016	TRANS-REG	BUDGET	CCM 122916		SOFTWARE	5	5,500.00
		12/29/2016	TRANS-REG	BUDGET	CCM 122916		TO COVER EQUIPMENT COSTS		
		12/29/2016	TRANS-REG	BUDGET	CCM 122916		MISCELLANEOUS EQUIPMENT	5	596.61
		12/29/2016	TRANS-REG	BUDGET	CCM 122916		TO COVER EQUIPMENT COSTS		
		12/29/2016	TRANS-REG	BUDGET	CCM 122916		MISCELLANEOUS EQUIPMENT	5	596.61
		12/29/2016	TRANS-REG	BUDGET	CCM 122916		TO COVER EQUIPMENT COSTS		
							JOURNAL 2016/12/212 TOTAL		
								.00	.00

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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 \*\*



# SARATOGA SPRINGS CITY CENTER

522 BROADWAY  
SARATOGA SPRINGS □ NEW YORK 12866-2247  
(518) 584-0027 □ FAX (518) 584-0117

MARK E. BAKER  
President

TO: Joanne Yepsen  
City of Saratoga Springs

FROM: Susan Baker *SHB*  
Director of Sales

RE: Function Contract

DATE: December 2, 2016

Please find enclosed the Contract for the State of the City to be held Saturday, January 28, 2017.

If satisfactory, kindly sign page 1 of the contract and forward it back to me. We will sign and return a customer copy to you. A signed contract is required to reserve and confirm space, and must be received within the next 30 days.

The attached Contract/Addendum will only be in effect and valid for the next 30 days.

Also enclosed is a statement indicating insurance requirements, which should be forwarded to your insurance agency and received 30 days prior to your event.

Please refer to our website [www.saratogacitycenter.org](http://www.saratogacitycenter.org)  
for information regarding:  
Decorating Options  
Catering Options  
Internet & Phone Information

#646C  
SHB/kdb



**SARATOGA SPRINGS CITY CENTER**  
Function Contract

Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Saratoga Springs City Center (its agents and assigns) and City of Saratoga Springs (Herewith referred to as Lessee.)

**Lessee:** City of Saratoga Springs  
**Address:** 474 Broadway  
Saratoga Springs, NY 12866  
**Phone / Email:** 518-587-3550 x 2520/Lisa Shields, Executive Assistant  
**Fax / Web:** Lisa.shields@saratoga-springs.org  
**Lessee Contact or Agent:** Joanne Yepsen, Mayor

**Dates and Times of Contract:** Saturday January 28, 2017

**Function Description:** State of the City  
**Attendance:** ~150

**Rental Charges:** Meeting Room A  
Rental fee of \$475 waived 00.00  
Certificate of insurance required SHB

**Special Arrangements:** Additional charges for tables as needed.  
•Linen for tables arranged for by Lessee.  
•The SSCC offers free public grade wireless internet service throughout the facility.  
The Wi-Fi is designed specifically for your event attendees. Premium/dedicated services with greater bandwidth for people who want to upgrade their service to exhibitor grade Wi-Fi or wired access is available for order in advance from Spa.Net.

**LESSEE is responsible for ASCAP fees, security, decorating and all miscellaneous related charges, fees and costs.**

The Lessee, upon signing this contract, agrees to the correctness of this contract and agrees to abide by all the City Center rules and policies as presented on the attached page of this contract. This contract, when signed and dated by the respective authorized representative of City of Saratoga Springs and Saratoga Springs City Center will be considered in force and legally binding on both parties. By signing, each representative warrants: 1) he or she has the full right and authority to enter into this contract and bind his or her respective organizations to the obligations, commitments, responsibilities and liabilities specified in this contract; 2) they have read this contract and understand it in full; and 3) they are fully prepared to abide by all elements of this contract.

All event publicity will carry the location as Saratoga Springs City Center.

**DATE:** \_\_\_\_\_  
**ACCEPTED BY:** Joanne Yepsen, Mayor  
**FOR:** City of Saratoga Springs  
**CITY CENTER:** Mark E. Baker

**PLEASE READ CAREFULLY!**

**NOTE: Rental Terms and policies on the attached page(s) are part of this total contract.**

#### RENTAL TERMS

**\$500.00-function-deposit-required** **WAIVED** to reserve and confirm space rental. No refund of deposit after one (1) year prior to the event. 50% of total rental due no later than six (6) months prior to event.

Balance due Net 30 days prior to date of function. Only **Cashier's Check or Major Credit Cards** (Visa, MC, Discover) will be accepted after that date.

Only licensed and City Center approved vendors of alcoholic beverages will be allowed to serve in the facility.

Only licensed and City Center approved caterers will be allowed space in the facility.

Only City Center approved decorators will be allowed to function in our facility.

All Internet and Phone Service within the City Center shall be provided exclusively by **Spa.Net** under an exclusive agreement with the City Center Authority.

Nothing will be taped, nailed or affixed to any wall surfaces, without prior approval of the City Center President.

The Lessee acknowledges that the Saratoga Springs City Center/Saratoga Springs City Center Authority, upon cancellation, shall be entitled to a percentage of the total fee, whether paid or outstanding, depending on month of cancellation prior to event; 50% (5-12 months), 75% (3-5 months), 100% (0-3 months). In the event the City Center Authority commences legal action for the enforcement of the terms of this agreement or that this agreement shall be referred to an attorney who takes action in any manner to enforce this agreement, the Lessee shall be responsible for the reasonable attorney's fees and court costs of the City Center Authority.

The Lessee shall be responsible and liable for all production costs (including union, stagehand charges) and arrangements.

Any and all municipal charges (including police, traffic control and fire) incurred during the rental period for the event, shall be the expense of the lessee. Fees and charges will be paid by the lessee directly to the Saratoga Springs Comm. of Finance.

The Lessee shall provide a minimum of Waived uniformed security personnel from a licensed, bonded security service during the contract period. The cost and arrangements are the responsibility of the Lessee.

City of Saratoga Springs Shall obtain a liability insurance policy, from an insurance carrier licensed and authorized to do business in the State of New York, and with a rating of not less than an A rated carrier as rated by AM Best, naming the Saratoga Springs City Center Authority and the City of Saratoga Springs as a primary and non-contributing additional insured, General Liability Insurance shall have a limit of liability of not less than One Million Dollars (\$1,000,000.00), per occurrence/Two Million Dollars (\$2,000,000) general aggregate, and shall submit proof, satisfactory to the City Center Authority of the existence of said coverage for the rental period within thirty (30) days prior to the beginning date of the rental period herein.

#### Limits of Liability

Lessee shall indemnify and hold harmless the Saratoga Springs City Center Authority, its officers, agents, and employees from any and all liability, damages, loss, expense or costs, including but not limited to reasonable attorney's fees, arising out of any claim for recovery for bodily injury, death or property damage sustained by any person or entity arising out of or incidental to the rental herein by the Lessee herein, **except to the extent caused by the negligence or willful misconduct of the Saratoga Springs City Center Authority, its officers, agents, employees and the Lessee** further agrees to provide, at no cost to the City Center Authority, appropriate defense counsel in connection with any legal action or proceeding brought in connection with any such claim.

In the event that the City Center Authority shall be unable, for any reason whatsoever, to provide the rental space to the Lessee on the date (s) herein specified, the parties agree that the sole liability of the City Center Authority to the Lessee, shall be the refunding of the rental paid by Lessee, prorated in the event of unavailability for only a portion of the rental period.

The Saratoga Springs City Center/Saratoga Springs City Center Authority will not be responsible for loss of power, delays, damage, loss, increased cost or any unfavorable condition caused by circumstances beyond our control.

#### Security

The Lessee is solely responsible for its own material and that of any agent or consignor and should insure against loss or damage. All property of Lessee is understood to remain in the Lessee's care, custody and control in transit to or from or within the confines of the Saratoga Springs City Center.

#### Fire Laws

Federal, State and City Fire Laws must be strictly observed. Cloth and non-fire retardant materials must be flame-proofed. Electrical wiring must comply with the fire department and Underwriter's rules. Aisles and fire exits cannot be blocked by displays. The following is unacceptable and will not be allowed: open flame candles and compressed gas.

#### Failure To Hold Event

Except for Lessee voluntary cancellation, should any contingency prevent holding of event, the Saratoga Springs City Center/Saratoga Springs City Center Authority may retain such part of Lessee's rental as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred.

#### Amendment to Rules

Any matters not specifically covered by the preceding terms shall be communicated to the LESSEE in writing. The LESSEE shall have the opportunity to review and may discuss and negotiate any unanticipated issues with the City Center with the objective being a mutually acceptable resolution. **WITHOUT PRIOR REVIEW AND ACCEPTANCE/APPROVAL, LESSEE SHALL NOT BE BOUND BY ANY AMENDMENT TO THE RULES/TERMS WHICH INCREASES LESSEE'S DUTIES AND OR OBLIGATIONS UNDER THIS CONTRACT.**

#### Agreement to Rules

Lessee, for itself and its employees, agrees to abide by the foregoing rules of the Saratoga Springs City Center/Saratoga Springs City Center Authority.

#### No Assignment

This agreement shall not be assigned or transferred to any other person, firm or corporation without prior written consent of the City Center President.



# SARATOGA SPRINGS CITY CENTER

MARK E. BAKER  
President

522 BROADWAY  
SARATOGA SPRINGS □ NEW YORK 12866-2247  
(518) 584-0027 □ FAX (518) 584-0117

## **\*IMPORTANT INSURANCE REQUIREMENTS\***

To ensure proper insurance requirements are met, please make sure this sheet is forwarded to your insurance agency.

The following **two** [2] names and wording **MUST** appear on the lessee's insurance policy as follows:

**"City Center Authority & City of Saratoga Springs are hereby named  
as additional insured on a primary and noncontributory basis per  
written contract requirements."**

Lessee's General Liability policy shall have a limit of liability no less than:

**One Million Dollars [\$1,000,000.00] for any One Occurrence  
And Two Million [\$2,000,000.00] General Aggregate**

***\* Your Insurance Certificate must be on file at the Saratoga Springs City Center  
no later than 30 days prior to your event. Thank you!***

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

DATE (MM/DD/YYYY)

12/19/2016

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

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

<b>PRODUCER</b> <b>Adirondack Trust Insurance</b> <b>31 Church Street - 4th Floor</b> <b>PO Box 336</b> <b>Saratoga Springs, NY 12866</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 518 584-5300</b>		<b>FAX (A/C, No): 5185847306</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> <b>City of Saratoga Springs</b> <b>Office of Risk &amp; Safety; 474 Broadway</b> <b>Saratoga Springs, NY 12866</b>	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Travelers Indemnity Company</b>		<b>25658</b>
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<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> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			<b>ZLP21N62521</b>	<b>01/01/2017</b>	<b>01/01/2018</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>Excluded</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**Event: Named Insured's use of Holder's premises on January 28, 2017.**

**The Saratoga Springs City Center Authority is an Additional Insured for General Liability Coverage on a primary and non-contributory basis when required by written contract.**

**CERTIFICATE HOLDER****CANCELLATION**

**Saratoga Springs City Center  
 Authority, Inc.  
 522 Broadway  
 Saratoga Springs, NY 12866**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Engene G. Quirk*

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## City of Saratoga Springs, NY Contract

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
City Department: Accounts \_\_\_\_\_ Department Contact Person: Tony Popolizio \_\_\_\_\_ City Ext. 2551 \_\_\_\_\_  
Company Name: Towne, Ryan & Partners, PC \_\_\_\_\_  
Company Address: 450 New Karner Road, Albany, NY 12212 \_\_\_\_\_  
Company Telephone No.: 518-452-1800 \_\_\_\_\_ Company Fax No.: 518-452-6435 \_\_\_\_\_  
Vendor and/or Service Provider Primary Contact: James Towne \_\_\_\_\_ Title: \_\_\_\_\_  
Primary Contact Email: \_\_\_\_\_  
Service to be Provided: Legal services relating to Article 7 litigation \_\_\_\_\_  
Remit Name (If different from above): \_\_\_\_\_  
Remit Address: PO Box 15072, Albany, NY 12212 \_\_\_\_\_

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for legal services relating to Article 7 litigation, the Vendor and/or Service Provider submitted proposals dated in year January 6, 2009 (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 December 31, 2017. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed \$170.00 per hour, not to exceed \$18,500.00, 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 Accounts is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is Towne, Ryan & Partners, PC. 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 Accounts, 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: Towne, Ryan & Partners, PC
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

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

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

- A. For projects whose total value is between Zero and \$100,000:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - Excess Insurance: One Million Dollars per Occurrence Aggregate; AND
  - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. For projects whose total value is between \$100,000 and \$500,000:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - Excess Insurance: Three Million Dollars per Occurrence Aggregate; AND
  - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- C. For projects whose total value is between \$500,000 and \$1,000,000:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - Excess Insurance: Five Million Dollars per Occurrence Aggregate; AND
  - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- D. For projects involving the provision of professional services:
- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
  - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
  - Excess Insurance: Five Million Dollars per Occurrence Aggregate;
  - Professional Errors and Omissions: One Million Dollars per Claim with Two Million Dollars Aggregate; AND
  - NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- E. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

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

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Americans with Disabilities Act:** The Vendor and/or Service Provider agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Vendor and/or Service Provider agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

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

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

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

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

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

15. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 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.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and 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.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

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

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

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

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

Vendor and/or Service Provider Signature: [Signature] Date: 12-16-16

Print Name: JUSAN E. Bartkowski Title: Vice-President

City of Saratoga Springs' Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Joanne Yepsen Title: Mayor City Council Approval Date: December 20, 2016

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2016

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

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

PRODUCER Cool Insuring Agency Inc 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	CONTACT NAME:	
	PHONE (A/C, No, Ext): 518 783-2665	FAX (A/C, No): 5187838754
INSURED Towne, Ryan & Partners PC 450 New Karner Rd Albany, NY 12212	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Citizens Ins Co of America	NAIC # 31534
	INSURER B: Allmerica Financial Alliance In	10212
	INSURER C: Continental Casualty Company	20443
	INSURER D: Travelers Casualty & Surety of	31194
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:		OBSA61450801	05/01/2016	05/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		OBSA61450801	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		OBSA61450801	05/01/2016	05/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W2SA61451001	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab		425130425	05/01/2016	05/01/2017	\$5,000,000/\$10,000 DED
D	EPL		106291255	05/01/2016	05/01/2017	\$1,000,000/\$25,000 DED
D	CRIME		106991255	05/01/2016	05/01/2017	\$1,000,000/\$10,000 DED

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga  
474 Broadway  
Saratoga Springs, NY 12866

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Anthony J. Marchionto*

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Client#: 35512

TOWNERYANP

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2016

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<b>PRODUCER</b> Cool Insuring Agency Inc 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 518 783-2665 <b>FAX (A/C, No):</b> 5187838754 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Towne, Ryan & Partners PC 450 New Karner Rd Albany, NY 12212	<table border="1"> <thead> <tr> <th data-bbox="812 451 1380 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1380 451 1505 483">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 483 1380 514"><b>INSURER A:</b> Citizens Ins Co of America</td> <td data-bbox="1380 483 1505 514">31534</td> </tr> <tr> <td data-bbox="812 514 1380 546"><b>INSURER B:</b> Allmerica Financial Alliance In</td> <td data-bbox="1380 514 1505 546">10212</td> </tr> <tr> <td data-bbox="812 546 1380 577"><b>INSURER C:</b> Continental Casualty Company</td> <td data-bbox="1380 546 1505 577">20443</td> </tr> <tr> <td data-bbox="812 577 1380 609"><b>INSURER D:</b> Travelers Casualty &amp; Surety of</td> <td data-bbox="1380 577 1505 609">31194</td> </tr> <tr> <td data-bbox="812 609 1380 640"><b>INSURER E:</b></td> <td data-bbox="1380 609 1505 640"></td> </tr> <tr> <td data-bbox="812 640 1380 657"><b>INSURER F:</b></td> <td data-bbox="1380 640 1505 657"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Citizens Ins Co of America	31534	<b>INSURER B:</b> Allmerica Financial Alliance In	10212	<b>INSURER C:</b> Continental Casualty Company	20443	<b>INSURER D:</b> Travelers Casualty & Surety of	31194	<b>INSURER E:</b>		<b>INSURER F:</b>	
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## COVERAGES

## CERTIFICATE NUMBER:

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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		OBSA61450801	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		OBSA61450801	05/01/2016	05/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	W2SA61451001	05/01/2016	05/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab		425130425	05/01/2016	05/01/2017	\$5,000,000/\$10,000 DED
D	EPL		106291255	05/01/2016	05/01/2017	\$1,000,000/\$25,000 DED
D	CRIME		106991255	05/01/2016	05/01/2017	\$1,000,000/\$10,000 DED

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

Certificate Holder is an Additional Insured if required by written contract or agreement.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs 474 Broadway Saratoga Springs, NY 12866	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Anthony J. Marchese</i>
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**CITY OF SARATOGA SPRINGS LIVE**  
**BUDGET AMENDMENTS JOURNAL ENTRY PROOF**

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LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT				LINE DESCRIPTION					
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2016	12	224	12/29/2016	BUDGET CCM 122916	BUA TRANS-PAY	1				
1	E3577161	51541		CITY CENTER AUTHORITY PS	CITY CENTERPART TIME EMPLOYEES		8,121.50	163.00	8,284.50	
	E	-35-7-7160-1-51541	-		COVER COSTS PER CCA		12/29/2016			
2	E3577161	51900		CITY CENTER AUTHORITY PS	LABORER CITY CENTER		187,767.66	-163.00	187,604.66	
	E	-35-7-7160-1-51900	-		COVER COSTS PER CCA		12/29/2016			
3	A3143121	51960		POLICE DEPARTMENT PS	OVERTIME		490,225.22	2,000.00	492,225.22	
	A	-31-4-3120-1-51960	-		TO COVER COSTS THRU YR-END		12/29/2016			
4	A3143121	51850		POLICE DEPARTMENT PS	SCHOOL CROSSING GUARDS		110,000.00	-2,000.00	108,000.00	
	A	-31-4-3120-1-51850	-		TO COVER COSTS THRU YR-END		12/29/2016			
5	A3143121	51960		POLICE DEPARTMENT PS	OVERTIME		490,225.22	5,274.00	495,499.22	
	A	-31-4-3120-1-51960	-		TO COVER COSTS THRU YR-END		12/29/2016			
6	A3143121	51950		POLICE DEPARTMENT PS	COMP TIME		449,027.30	-5,274.00	443,753.30	
	A	-31-4-3120-1-51950	-		TO COVER COSTS THRU YR-END		12/29/2016			
7	A3143411	51710		FIRE DEPARTMENT PS	FIRE LIEUTENANTS		483,487.00	420.00	483,907.00	
	A	-31-4-3410-1-51710	-		TO COVER COSTS THRU YR-END		12/29/2016			
8	A3143411	51730		FIRE DEPARTMENT PS	FIREFIGHTERS		3,099,804.00	-420.00	3,099,384.00	
	A	-31-4-3410-1-51730	-		TO COVER COSTS THRU YR-END		12/29/2016			
9	A3143011	51261		COMM PUBLIC SAFETY PS	CODE ADMIN ASST & AP		58,431.00	1.00	58,432.00	
	A	-31-4-3010-1-51261	-		TO COVER COSTS THRU YR-END		12/29/2016			
10	A3143011	51410		COMM PUBLIC SAFETY PS	SENIOR ACCOUNT CLERK		17,095.00	-1.00	17,094.00	
	A	-31-4-3010-1-51410	-		TO COVER COSTS THRU YR-END		12/29/2016			
11	A3051411	51980		COMM OF ACCOUNTS PS	HOLIDAY PAY		.00	480.00	480.00	
	A	-30-5-1410-1-51980	-		TO COVER COSTS THRU YR-END		12/29/2016			
12	A3051411	58030		COMM OF ACCOUNTS PS	CITY PORTION SOCIAL SECURITY		27,394.50	-480.00	26,914.50	
	A	-30-5-1410-1-58030	-		TO COVER COSTS THRU YR-END		12/29/2016			
13	A3638181	51960		TRANSFER STATION PS	OVERTIME		8,650.00	300.00	8,950.00	
	A	-36-3-8180-1-51960	-		TO COVER COSTS THRU YR-END		12/29/2016			
14	A3537111	51960		PARK & CASINO PS	OVERTIME		11,363.89	300.00	11,663.89	
	A	-35-3-7110-1-51960	-		TO COVER COSTS THRU YR-END		12/29/2016			
15	A3031624	54180		CITY HALL CS	OTHER SUPPLIES		4,850.00	500.00	5,350.00	
	A	-30-3-1620-4-54180	-		TO COVER COSTS THRU YR-END		12/29/2016			

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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

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LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2016	12	224	12/29/2016	BUDGET CCM 122916	BUA TRANS-PAY	1	1	
16	A3031654	54180	CITY GARAGE CS	OTHER SUPPLIES		9,000.00	1,000.00	10,000.00
	A	-30-3-1623-4-54180	-	TO COVER COSTS THRU YR-END	12/29/2016			
17	A3335014	54180	STREETS CS	OTHER SUPPLIES		105,351.00	4,000.00	109,351.00
	A	-33-3-5010-4-54180	-	TO COVER COSTS THRU YR-END	12/29/2016			
18	A3537114	54180	PARK & CASINO CS	OTHER SUPPLIES		11,142.78	1,500.00	12,642.78
	A	-35-3-7110-4-54180	-	TO COVER COSTS THRU YR-END	12/29/2016			
19	A3335011	51900	STREETS PS	LABORER		1,499,889.88	-7,600.00	1,492,289.88
	A	-33-3-5010-1-51900	-	TO COVER COSTS THRU YR-END	12/29/2016			
22	E3577161	51420	CITY CENTER AUTHORITY PS	ACCOUNT CLERK		83,043.50	.50	83,044.00
	E	-35-7-7160-1-51420	-	TO COVER DEFICIT	12/29/2016			
23	E3577161	51900	CITY CENTER AUTHORITY PS	LABORER CITY CENTER		187,767.66	-.50	187,767.16
	E	-35-7-7160-1-51900	-	TO COVER DEFICIT	12/29/2016			
24	A3011471	51550	CIVIL SERVICE PERSONAL SERVICE	SECRETARY TO CIVIL SERVICE COM		52,800.00	.21	52,800.21
	A	-30-1-1431-1-51550	-	TO COVER DEFICIT	12/29/2016			
25	A3011471	51960	CIVIL SERVICE PERSONAL SERVICE	OVERTIME		1,000.00	-.21	999.79
	A	-30-1-1431-1-51960	-	TO COVER DEFICIT	12/29/2016			
26	A3567141	51391	RECREATION EXPENSES PS	ADMINISTRATIVE DIRECTOR		67,018.00	.28	67,018.28
	A	-35-6-7140-1-51391	-	TO COVER DEFICIT	12/29/2016			
27	A3567141	51410	RECREATION EXPENSES PS	SENIOR ACCOUNT CLERK		94,590.00	-.28	94,589.72
	A	-35-6-7140-1-51410	-	TO COVER DEFICIT	12/29/2016			
28	A3143621	58030	CODE ENFORCEMENT PS	CITY PORTION SOCIAL SECURITY		13,359.51	200.00	13,559.51
	A	-31-4-3620-1-58030	-	TO COVER DEFICIT	12/29/2016			
29	A3143131	51680	OTHER POLICE SERVICES PS	IDENTIFICATION CLERK		48,597.00	1.00	48,598.00
	A	-31-4-3121-1-51680	-	TO COVER DEFICIT	12/29/2016			
30	A3143621	51960	CODE ENFORCEMENT PS	OVERTIME		10,000.00	-201.00	9,799.00
	A	-31-4-3620-1-51960	-	TO COVER DEFICIT	12/29/2016			
31	E3577161	51132	CITY CENTER AUTHORITY PS	OPERATIONS MANAGER		65,808.99	.64	65,809.63
	E	-35-7-7160-1-51132	-	TO COVER DEFICIT	12/29/2016			
32	E3577161	51133	CITY CENTER AUTHORITY PS	WORKING SUPERVISOR		172,393.68	.63	172,394.31
	E	-35-7-7160-1-51133	-	TO COVER DEFICIT	12/29/2016			

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CITY OF SARATOGA SPRINGS LIVE  
BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG ACCOUNT	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION LINE DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND	
2016	12	224 12/29/2016	BUDGET	CCM 122916	BUA TRANS-PAY	1	1	
33	E3577161 51900		CITY CENTER AUTHORITY PS		LABORER CITY CENTER	187,767.66	-1.27	187,766.39
	E -35-7-7160-1-51900 -				TO COVER DEFICIT	12/29/2016		
					** 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	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2016	12	224									
BUA	E3577161	-51541	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	CITY CENTERPART TIME EMPLOYEES	5	163.00	
BUA	E3577161	-51900	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	COVER COSTS PER CCA	5		163.00
BUA	A3143121	-51960	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	LABORER CITY CENTER	5		
BUA	A3143121	-51850	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	COVER COSTS PER CCA	5	2,000.00	
BUA	A3143121	-51960	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OVERTIME	5		
BUA	A3143121	-51850	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5		2,000.00
BUA	A3143121	-51960	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	SCHOOL CROSSING GUARDS	5		
BUA	A3143121	-51950	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	5,274.00	
BUA	A3143121	-51950	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OVERTIME	5		
BUA	A3143121	-51950	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5		5,274.00
BUA	A3143121	-51950	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	COMP TIME	5		
BUA	A3143411	-51710	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	420.00	
BUA	A3143411	-51730	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	FIRE LIEUTENANTS	5		
BUA	A3143411	-51730	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5		420.00
BUA	A3143011	-51261	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	FIREFIGHTERS	5		
BUA	A3143011	-51410	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	1.00	
BUA	A3051411	-51980	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	CODE ADMIN ASST & AP	5		
BUA	A3051411	-58030	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5		1.00
BUA	A3051411	-58030	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	SENIOR ACCOUNT CLERK	5		
BUA	A3051411	-58030	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	480.00	
BUA	A3051411	-58030	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	HOLIDAY PAY	5		
BUA	A3051411	-58030	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5		480.00
BUA	A3638181	-51960	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	CITY PORTION SOCIAL SECURITY	5		
BUA	A3638181	-51960	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	300.00	
BUA	A3537111	-51960	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OVERTIME	5		
BUA	A3031624	-54180	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	300.00	
BUA	A3031624	-54180	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OVERTIME	5		
BUA	A3031624	-54180	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	500.00	
BUA	A3031654	-54180	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OTHER SUPPLIES	5		
BUA	A3031654	-54180	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	1,000.00	
BUA	A3335014	-54180	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OTHER SUPPLIES	5		
BUA	A3335014	-54180	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	4,000.00	
BUA	A3537114	-54180	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OTHER SUPPLIES	5		
BUA	A3537114	-54180	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5	1,500.00	
BUA	A3335011	-51900	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	LABORER	5		
BUA	A3335011	-51900	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER COSTS THRU YR-END	5		7,600.00
BUA	E3577161	-51420	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	ACCOUNT CLERK	5	.50	
BUA	E3577161	-51900	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5		
BUA	E3577161	-51900	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	LABORER CITY CENTER	5		.50
BUA	A3011471	-51550	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5	.21	
BUA	A3011471	-51550	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	SECRETARY TO CIVIL SERVICE COM	5		
BUA	A3011471	-51960	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5		.21
BUA	A3011471	-51960	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OVERTIME	5		
BUA	A3567141	-51391	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5	.28	
BUA	A3567141	-51391	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	ADMINISTRATIVE DIRECTOR	5		

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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			
BUA A3567141-51410	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5		.28
BUA A3143621-58030	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	SENIOR ACCOUNT CLERK	5		
BUA A3143131-51680	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5	200.00	
BUA A3143621-51960	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	CITY PORTION SOCIAL SECURITY	5		
BUA E3577161-51132	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5	1.00	
BUA E3577161-51133	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	IDENTIFICATION CLERK	5		
BUA E3577161-51900	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5		201.00
	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OVERTIME	5		
	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5	.64	
	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	OPERATIONS MANAGER	5		
	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5	.63	
	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	WORKING SUPERVISOR	5		
	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT	5		1.27
	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	LABORER CITY CENTER	5		
	12/29/2016	TRANS-PAY	BUDGET	CCM	122916	TO COVER DEFICIT			
JOURNAL 2016/12/224 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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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			
2016	12	223 12/29/2016	BUDGET	CCM 122916	BUA TRANS-BENE	1			
1	A3729068 58014			HOSPITALIZATION EB	HRA CO PAY REIMBURSMENT	938.64	10.00	948.64	
	A -37-2-9060-8-58014 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
2	A3729061 58030			HOSPITALIZATION PS	CITY PORTION SOCIAL SECURITY	650.25	.03	650.28	
	A -37-2-9060-1-58030 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
3	A3729068 58010			HOSPITALIZATION EB	HOSPITALIZATION	192,193.84	-10.03	192,183.81	
	A -37-2-9060-8-58010 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
4	A3739068 58014			HOSPITALIZATION	HRA CO PAY REIMBURSMENT	3,005.00	75.00	3,080.00	
	A -37-3-9060-8-58014 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
5	A3739068 58010			HOSPITALIZATION	HOSPITALIZATION	1,790,657.57	-75.00	1,790,582.57	
	A -37-3-9060-8-58010 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
6	A3759068 58014			HOSPITALIZATION	HRA CO PAY REIMBURSMENT	1,741.82	404.50	2,146.32	
	A -37-5-9060-8-58014 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
7	A3759061 58030			HOSPITALIZATION	CITY PORTION SOCIAL SECURITY	420.75	229.53	650.28	
	A -37-5-9060-1-58030 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
8	A3759068 58010			HOSPITALIZATION	HOSPITALIZATION	197,283.92	-634.03	196,649.89	
	A -37-5-9060-8-58010 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
9	A3749018 58020			NEW YORK STATE RETIREMENT SYSTEM	POLICE & FIRE RETIREMENT SYSTEM	2,914,066.18	.01	2,914,066.19	
	A -37-4-9010-8-58020 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
10	A3749068 58010			HOSPITALIZATION	HOSPITALIZATION	4,270,304.53	-.01	4,270,304.52	
	A -37-4-9060-8-58010 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
11	F3739068 58014			HOSPITALIZATION	HRA CO PAY REIMBURSMENT	60.00	120.00	180.00	
	F -37-3-9060-8-58014 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
12	F3739068 58010			HOSPITALIZATION	HOSPITALIZATION	388,741.87	-120.00	388,621.87	
	F -37-3-9060-8-58010 -				TO COVER COPAY REIMB, SS, RET 12/29/2016				
** JOURNAL TOTAL							0.00		

SRC ACCOUNT						ACCOUNT DESC	T OB	DEBIT	CREDIT
EFF DATE	JNL DESC	REF 1	REF 2	REF 3	LINE DESC				
2016 12 223									
BUA A3729068-58014					HRA CO PAY REIMBURSMNT	5	10.00		
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA A3729061-58030					CITY PORTION SOCIAL SECURITY	5	.03		
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA A3729068-58010					HOSPITALIZATION	5			10.03
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA A3739068-58014					HRA CO PAY REIMBURSMNT	5	75.00		
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA A3739068-58010					HOSPITALIZATION	5			75.00
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA A3759068-58014					HRA CO PAY REIMBURSMNT	5	404.50		
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA A3759061-58030					CITY PORTION SOCIAL SECURITY	5	229.53		
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA A3759068-58010					HOSPITALIZATION	5			634.03
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA A3749018-58020					POLICE & FIRE RETIREMENT SYSTE	5	.01		
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA A3749068-58010					HOSPITALIZATION	5			.01
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA F3739068-58014					HRA CO PAY REIMBURSMNT	5	120.00		
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
BUA F3739068-58010					HOSPITALIZATION	5			120.00
12/29/2016	TRANS-BENE	BUDGET	CCM	122916	TO COVER COPAY REIMB, SS, RET				
JOURNAL 2016/12/223						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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