City of Saratoga Springs
MAYOR'S OFFICE
CITY HALL
474 Broadway
Saratoga Springs, New York 12866

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JOANNE D. YEPSEN
Mayor

JOSEPH J. OGDEN
Deputy Mayor

GAYLE B. LASALLE
Executive Assistant to the Mayor

August 11, 2015

John P. Franck
Commissioner of Accounts
City Hall
474 Broadway
Saratoga Springs, NY 12866

Dear Commissioner Franck:

In accordance with the City Charter and on behalf of Mayor Yepsen, I am submitting to you the 2016 Capital Budget as recently adopted by the Capital Budget Committee. This draft budget is required to be filed with the City Clerk's Office five days prior to the first public hearing on the capital budget, which is scheduled to take place at the next regularly scheduled City Council meeting on August 18th.

If you or any members of the public have any questions or concerns, please feel free to reach out to me at x2523.

Sincerely,

Joseph J. Ogden
Deputy Mayor

2016-2021

Capital Budget & Program

City of Saratoga Springs

Submitted by Mayor Joanne D. Yepsen

August 11, 2015

2016-2021 Proposed CAPITAL PROGRAM - RANKING TABLE (Exp by Dept)

Line	DEPT CODE	DEPARTMENT PROJECT TITLE	COMM 2015 RANK	DEPT 2015 RANK	2016 TOTAL PROJECT	2016 BOND REQUEST		Cumulative 2016 TOTAL PROJECT	Cumulative 2016 BOND REQUEST
		Pitney Farm	0	1	$1,165,000	$1,165,000		$1,165,000	$1,165,000
		Landfill at Weibel Ave	0		*$1,000,000*	*$1,000,000*		$2,165,000	$2,165,000
	SC-1	SS Police Dept 911 System	1	1	$202,100	$202,100		$2,367,100	$2,367,100
		Ambulance	2	2	$165,000	$165,000		$2,532,100	$2,532,100
	SC-2	Stryker Powered Stretcher Ambulance	3	3	$58,037	$58,037		$2,590,137	$2,590,137
	SC-4	Saratoga Arts Council Foundation Drainage Gallery & Theatre Entrance	4		$327,000	$327,000		$2,917,137	$2,917,137
		Sewer Jet Machine	5	1	$252,000	$252,000		$3,169,137	$3,169,137
		Road Striping Truck Replacement	6	4	$178,218	$178,218		$3,347,355	$3,347,355
	SC-3	Security System Infrastructure	7		$55,011	$55,011		$3,402,366	$3,402,366
		Playgrounds and Facilities	8	1	$500,000	$0		$3,902,366	$3,402,366
		Dump Truck w/ Plow and Spreader (replace #11)	9	2	$174,000	$174,000		$4,076,366	$3,576,366
		Skate Park	10	2	$19,770	$0		$4,096,136	$3,576,366
		City Buildings and Facilities Repairs and Upgrades	11	9	$300,000	$250,000		$4,396,136	$3,826,366
		Chassis Cab with Boom (International; replace #29)	12	4	$137,000	$137,000		$4,533,136	$3,963,366
		Canfield Casino Rehabilitation Program	13	8	$350,000	$350,000		$4,883,136	$4,313,366
		Ice Resurfacer Machine (Zamboni)	14	7	$134,958	$134,958		$5,018,094	$4,448,324
		Dump Truck w/ Plow and Spreader (International; replace #38)	15	5	$89,000	$89,000		$5,107,094	$4,537,324
		Loader/Tool Carrier Machine (replace #51)	16	6	$162,000	$162,000		$5,269,094	$4,699,324
		Complete Streets/Greenbelt Trail Implementation	17	2	$100,000	$0		$5,369,094	$4,699,324
		City Way-Finding Program	18	3	$100,000	$100,000		$5,469,094	$4,799,324
		East Side Storm Water Project Phase II, III, IV, V	19	10	$250,000	$250,000		$5,719,094	$5,049,324
		Waterfront Park Redevelopment	20	4	$120,000	$120,000		$5,839,094	$5,169,324
		East Side and West Side Rec Improvements	21	3	$35,000	$0		$5,874,094	$5,169,324
	WS	Waste Water Pump Stations Annual Upgrades (Sewer)							

2016-2021 Proposed CAPITAL PROGRAM - RANKING TABLE (Exp by Dept)

Line	DEPT CODE	DEPARTMENT PROJECT TITLE	COMM. 2015 RANK	DEPT 2015 RANK	2016 TOTAL PROJECT	2016 BOND REQUEST		Cumulative 2016 TOTAL PROJECT	Cumulative 2016 BOND REQUEST
	WS	Infrastructure Improvement and Replacement Project (Water)							
	WS	Water Treatment Plant Pole Barn for Water Tanks							
		OCA Required Courtroom Part B (Construction)							
		Spider Slope Lawn Mower		3					
		Dump Truck w/ Plow (replace #17)		11					
		Dump Truck (International; replace #8)		12					
		Katrina Trask Stairway in Congress Park		13					
		Old Ballston Avenue Culvert Replacement Project							
		Trailer-Mounted Water Valve Turning Machine (new)							
		Leaf Machine (Smithco; new)							
		Dump Truck w/ Plow and Spreader (replace # 34)							
		Dump Truck w/ Plow and Spreader (replace #42)							
		International Dump Truck)							
		Dump Truck w/ Plow and Spreader (replace #13)							
		Dump Truck w/ Plow and Spreader (replace #63)							
		Dump Truck w/ Plow and Spreader (replace #70)							
		Dump Truck w/ Plow and Spreader (replace #59)							
		Dump Truck w/ Plow and Spreader (replace #58)							
		Dump Truck w/ Plow and Spreader (replace #16)							
		Dump Truck w/ Plow and Spreader (replace an International Dump Truck)							
		Loader/Tool Carrier Machine (replace #x, as needed))							
		Arial Bucket Truck Replacement		6					
		Station 1 Doors		7					
		East Side Fire and EMS Facility							
		New Recreation Field							
		Field Rehabilitation							

2016-2021 Proposed CAPITAL PROGRAM - RANKING TABLE (Exp by Dept)

Line	DEPT CODE	DEPARTMENT PROJECT TITLE	COMM 2015 RANK	DEPT 2015 RANK	2016 TOTAL PROJECT	2016 BOND REQUEST		Cumulative 2016 TOTAL PROJECT	Cumulative 2016 BOND REQUEST
		Veterans Memorial Park - Backstop							
		Summary							
		TOTAL PROJECTS			$5,874,094	$5,169,324			
		Less Projects funded by Water / Sewer Funds			$0	$0			
		Less Projects funded by Other Funds			$704,770				
		NET AMOUNT - TOTAL INCREASE IN DEBT LIMIT				*$5,169,324*			
		Anticipated Debt Retirement				$1,925,000			
		Safety Committee Recommendations			$579,000	$579,000			
		REQUESTS CONTINGENT ONLY UPON RECEIPT OF GRANT FUNDS							

2016-2021 Proposed CAPITAL PROGRAM - EXPENSES by Department

Line	DEPT CODE	DEPARTMENT PROJECT TITLE	COUNCIL 2015 RANK	DEPT 2016 RANK	2016 TOTAL PROJECT	2016 BOND REQUEST	2017 TOTAL	2018 TOTAL	2019 TOTAL	2020 TOTAL	2021 TOTAL
	1000	**MAYOR'S DEPARTMENT**									
		Pitney Farm	0	1	$1,165,000	$1,165,000					
		Waterfront Park Redevelopment	20	4	$120,000	$120,000					
		MAYOR'S DEPARTMENT sub-TOTAL			***$1,285,000***	***$1,285,000***	***$0***	***$0***	***$0***	***$0***	***$0***
	1100	**MAYOR'S DEPARTMENT - Community and Economic Development**									
		Complete Streets/Greenbelt Trail Implementation	17	2	$100,000	$0					
		City Way Finding Program	18	3	$100,000	$100,000					
		CED sub-TOTAL			***$200,000***	***$100,000***	***$0***	***$0***	***$0***	***$0***	***$0***
		MAYOR'S DEPARTMENT & CED TOTAL			***$1,485,000***	***$1,385,000***	***$0***	***$0***	***$0***	***$0***	***$0***
	2000	**FINANCE DEPARTMENT**									
		FINANCE DEPARTMENT TOTAL			**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
	3000	**PUBLIC WORKS DEPARTMENT**									
		Landfill at Weible Avenue	0		*$1,000,000*	*$1,000,000*					
	SC-4	Saratoga Arts Council Foundation Drainage Gallery & Theatre Entrance	4		$327,000	$327,000					
		Sewer Jet Machine	5	1	$252,000	$252,000					
		Dump Truck w/ Plow and Spreader (replace #11)	9	2	$174,000	$174,000					
		City Buildings and Facilities Repairs and Upgrades	11	9	$300,000	$250,000	$200,000	$200,000	$200,000	$200,000	$200,000
		Chassis Cab with Boom (International; replace #29)	12	4	$137,000	$137,000					
		Canfield Casino Rehabilitation Program	13	8	$350,000	$350,000	$300,000	$300,000	$300,000	$300,000	$300,000
		Ice Resurfacer Machine (Zamboni)	14	7	$134,958	$134,958					
		Dump Truck w/ Plow and Spreader (International; replace #38)	15	5	$89,000	$89,000					
		Loader/Tool Carrier Machine (replace #51)	16	6	$162,000	$162,000					
		East Side Storm Water Project Phase II, III, IV, V	19	10	$250,000	$250,000	$250,000	$250,000	$250,000		
		Dump Truck w/ Plow (replace #17)		11			$174,000				
		Dump Truck (International; replace #8)		12			$89,000				
		Katrina Trask Stairway in Congress Park		13			$90,000	$60,000			
	WS	Waste Water Pump Stations Annual Upgrades (Sewer)					$650,000	$200,000	$200,000	$200,000	$200,000
	WS	Infrastructure Improvement and Replacement Project (Water)					$1,200,000	$350,000	$350,000	$350,000	$350,000
	WS	Water Treatment Plant Pole Barn for Water Tanks					$570,000				
		OCA Required Courtroom Part B (Construction)					*$2,000,000*				
		Spider Slope Lawn Mower		3			$35,000				
		Old Ballston Avenue Culvert Replacement Project					$165,000				
		Trailer-Mounted Water Valve Turning Machine (new)									
		Leaf Machine (Smithco; new)									
		Dump Truck w/ Plow and Spreader (replace # 34)					$174,000				
		Dump Truck w/ Plow and Spreader (replace #42)					$174,000				
		Dump Truck w/ Plow and Spreader (replace an International Dump Truck)					$174,000				
		Dump Truck w/ Plow and Spreader (replace #13)						$174,000			
		Dump Truck w/ Plow and Spreader (replace #63)						$174,000			
		Dump Truck w/ Plow and Spreader (replace #70)							$174,000		
		Dump Truck w/ Plow and Spreader (replace #59)							$174,000		
		Dump Truck w/ Plow and Spreader (replace #58)							$174,000		
		Dump Truck w/ Plow and Spreader (replace #16)								$174,000	
		Dump Truck w/ Plow and Spreader (replace an International Dump Truck)								$174,000	
		Loader/Tool Carrier Machine (replace #x, as needed))									$162,000
		PUBLIC WORKS DEPT TOTAL			**$3,175,958**	**$3,125,958**	**$6,245,000**	**$1,708,000**	**$1,822,000**	**$1,398,000**	**$1,212,000**

2016-2021 Proposed CAPITAL PROGRAM - EXPENSES by Department

Line	DEPT CODE	DEPARTMENT PROJECT TITLE	COMM. 2016 RANK	DEPT. 2016 RANK	2016 TOTAL PROJECT	2016 BOND REQUEST	2017 TOTAL	2018 TOTAL	2019 TOTAL	2020 TOTAL	2021 TOTAL
	4000	**PUBLIC SAFETY**									
		Road Striping Truck Replacement	6	4	$178,218	$178,218					
		Arial Bucket Truck Replacement		6			$140,999				
		PUBLIC SAFETY sub-TOTAL			***$178,218***	***$178,218***	***$140,999***	***$0***	***$0***	***$0***	***$0***
	4100	**PUBLIC SAFETY - Police**									
	SC-1	SS Police Dept 911 System	1	1	$202,100	$202,100					
		POLICE sub-TOTAL			***$202,100***	***$202,100***	***$0***	***$0***	***$0***	***$0***	***$0***
	4200	**PUBLIC SAFETY - Fire**									
		Ambulance	2	2	$165,000	$165,000					
	SC-2	Stryker Powered Stretcher Ambulance	3	3	$58,037	$58,037					
		Station 1 Doors		7			$169,550				
		East Side Fire and EMS Facility					$3,000,000				
		FIRE sub-TOTAL			*$223,037*	*$223,037*	*$3,169,550*	*$0*	*$0*	*$0*	*$0*
		PUBLIC SAFETY DEPT TOTAL			***$603,355***	***$603,355***	***$3,310,549***	***$0***	***$0***	***$0***	***$0***
	5000	**ACCOUNTS DEPARTMENT**									
	SC-3	Security System Infrastructure	7		$55,011	$55,011					
		ACCOUNTS TOTAL			***$55,011***	***$55,011***	***$0***	***$0***	***$0***	***$0***	***$0***
	6000	**RECREATION DEPARTMENT**									
		Playgrounds and Facilities	8	1	$500,000	$0	$325,000				
		Skate Park	10	2	$19,770	$0					
		East Side and West Side Rec Improvements	21	3	$35,000	$0	$35,000	$35,000	$40,000	$40,000	$40,000
		New Recreation Field				$0	$1,550,000	$200,000			
		Field Rehabilitation					$95,256				
		Veterans Memorial Park - Backstop							$31,810		
		RECREATION DEPT TOTAL			***$554,770***	***$0***	***$2,005,256***	***$235,000***	***$71,810***	***$40,000***	***$40,000***
		Summary									
		TOTAL PROJECTS			$5,874,094	$5,169,324	$11,560,805	$1,943,000	$1,893,810	$1,438,000	$1,252,000
		Less Projects funded by Water / Sewer Funds			**$0**	**$0**	**$2,420,000**	**$550,000**	**$550,000**	**$550,000**	**$550,000**
		Less Projects funded by Other Funds			**$704,770**						
		NET AMOUNT - TOTAL INCREASE IN DEBT LIMIT				***$5,169,324***	***$9,140,805***	***$1,393,000***	***$1,343,810***	***$888,000***	***$702,000***
		Anticipated Debt Retirement				**$1,925,000**	**$1,910,000**	**$1,790,000**	**$1,865,000**	**$10,160,000**	
		Safety Committee Recommendations			**$894,148**	**$894,148**					**2020-2024**
		REQUESTS CONTINGENT ONLY UPON RECEIPT OF GRANT FUNDS									
		DEPARTMENT TOTAL			***$0***	***$0***	***$0***	***$0***	***$0***	***$0***	***$0***
		TOTAL CONTINGENT UPON RECEIPT OF GRANT FUNDING			**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

SC	**Safety Committee Ranking**
WF	**Indicates Water and Sewer Funds**
OF	**Indicates Other Funding Source**
G	**Contingent on Grant Funding**

CITY OF SARATOGA SPRINGS: 2016 - 2021 Proposed CAPITAL PROGRAM: REVENUE by DEPARTMENT

New LINE #	Dept Code	DEPARTMENT PROJECT TITLE	2016 Priority	2016 Priority	2016 MEANS	2016 METHOD	2016 TOTAL	2017 MEANS	2017 METHOD	2017 TOTAL	2018 MEANS	2018 METHOD	2018 TOTAL	2019 MEANS	2019 METHOD	2019 TOTAL	2020 MEANS	2020 METHOD	2020 TOTAL	2021 MEANS	2021 METHOD	2021 TOTAL
	1000	**MAYOR'S DEPARTMENT**																				
		Pitney Farm	0	1	LOCAL TAXES	BONDS	$1,165,000															
		Waterfront Park Redevelopment	20	4	LOCAL TAXES	BONDS	$220,000															
		MAYOR'S DEPT sub-TOTAL					*$1,385,000*			*$0*			*$0*			*$0*			*$0*			*$0*
	1100	**MAYOR'S DEPARTMENT - Community and Economic Development**																				
		Complete Streets/Greenbelt Trail Implementation	17	2	OTHER GOVT	RESERVE FUNDS	$200,000															
		City Way Finding Program	18	3	LOCAL TAXES	BONDS	$200,000															
		CED sub-TOTAL					*$400,000*			*$0*			*$0*			*$0*			*$0*			*$0*
		MAYOR'S DEPT & CED TOTAL					*$1,785,000*			*$0*			*$0*			*$0*			*$0*			*$0*
	2000	**FINANCE DEPARTMENT**																				
		FINANCE DEPT TOTAL					*$0*			*$0*			*$0*			*$0*			*$0*			*$0*
	3000	**PUBLIC WORKS DEPARTMENT**																				
	SC-4	Landfill at Weible Ave	0		LOCAL TAXES	BONDS	*$1,000,000*															
	SC-4	Saratoga Arts Council Foundation Drainage Gallery & Theater Entrance	4		LOCAL TAXES	BONDS	$327,000															
		Sewer Jet Machine	5	1	LOCAL TAXES	BONDS	$252,000															
		Dump Truck w/ Plow and Spreader (replace #11)	9	2	LOCAL TAXES	BONDS	$174,000															
		City Buildings and Facilities Repairs and Upgrades	11	9	LOCAL TAXES	BONDS	$250,000	LOCAL TAXES	BONDS	$200,000	LOCAL TAXES	BONDS	$200,000	LOCAL TAXES	BONDS	$200,000	LOCAL TAXES	BONDS	$200,000	LOCAL TAXES	BONDS	$200,000
			11	9	OTHER GOVT	RESERVE FUNDS	$50,000															
		Chassis Cab with Boom (International; replace #29)	12	4	LOCAL TAXES	BONDS	$137,000															
		Canfield Casino Rehabilitation Program	13	8	LOCAL TAXES	BONDS	$350,000	LOCAL TAXES	BONDS	$300,000	LOCAL TAXES	BONDS	$300,000	LOCAL TAXES	BONDS	$300,000	LOCAL TAXES	BONDS	$300,000	LOCAL TAXES	BONDS	$300,000
		Ice Resurfacer Machine (Zamboni)	14	7	LOCAL TAXES	BONDS	$134,958															
		Dump Truck w/ Plow and Spreader (International; replace #38)	15	5	LOCAL TAXES	BONDS	$89,000															
		Loader/Tool Carrier Machine (replace #51)	16	6	LOCAL TAXES	BONDS	$162,000															
		East Side Storm Water Project Phase II, III, IV, V	19	10	LOCAL TAXES	BONDS	$250,000	LOCAL TAXES	BONDS	$250,000	LOCAL TAXES	BONDS	$250,000	LOCAL TAXES	BONDS	$250,000						
		Dump Truck w/ Plow (replace #17)		11				LOCAL TAXES	BONDS	$174,000												
		Dump Truck (International; replace #8)		12				LOCAL TAXES	BONDS	$89,000												
		Katina Trask Stairway-Congress Park		13				LOCAL TAXES	BONDS	$90,000	LOCAL TAXES	BONDS	$60,000									
		Waste Water Pump Stations Annual Upgrades						SEWER FUND	OTHER	$650,000	SEWER FUND	OTHER	$200,000	SEWER FUND	OTHER	$200,000	SEWER FUND	OTHER	$200,000	SEWER FUND	OTHER	$200,000
		Infrastructure Improvement and Replacement Project						WATER FUND	OTHER	$1,200,000	WATER FUND	OTHER	$350,000	WATER FUND	OTHER	$350,000	WATER FUND	OTHER	$350,000	WATER FUND	OTHER	$350,000
		Water Treatment Plant Pole Barn for Water Tanks						WATER FUND	OTHER	$570,000												
		OCA Required Courtroom Part B (Construction)						LOCAL TAXES	BONDS	*$2,000,000*												
		Spider Slope Lawn Mower		3				LOCAL TAXES	BONDS	$35,000												
		Old Ballston Ave Culvert Replacement Project						LOCAL TAXES	BONDS	$165,000												
		Trailer-Mounted Water Valve Turning Machine (new)																				
		Leaf Machine (Smithco; new)																				
		Dump Truck w/ Plow and Spreader (replace # 34)						LOCAL TAXES	BONDS	$174,000												
		Dump Truck w/ Plow and Spreader (replace #42)						LOCAL TAXES	BONDS	$174,000												
		Dump Truck w/ Plow and Spreader (replace an International Dump Truck)						LOCAL TAXES	BONDS	$174,000												
		Dump Truck w/ Plow and Spreader (replace #13)									LOCAL TAXES	BONDS	$174,000									

CITY OF SARATOGA SPRINGS: 2016 - 2021 Proposed CAPITAL PROGRAM: REVENUE by DEPARTMENT

New LINE #	Dept Code	DEPARTMENT PROJECT TITLE			2016 MEANS	2016 METHOD	2016 TOTAL	2017 MEANS	2017 METHOD	2017 TOTAL	2018 MEANS	2018 METHOD	2018 TOTAL	2019 MEANS	2019 METHOD	2019 TOTAL	2020 MEANS	2020 METHOD	2020 TOTAL	2021 MEANS	2021 METHOD	2021 TOTAL
		Dump Truck w/ Plow and Spreader (replace #63)									LOCAL TAXES	BONDS	$174,000									
		Dump Truck w/ Plow and Spreader (replace #70)												LOCAL TAXES	BONDS	$174,000						
		Dump Truck w/ Plow and Spreader (replace #59)												LOCAL TAXES	BONDS	$174,000						
		Dump Truck w/ Plow and Spreader (replace #58)												LOCAL TAXES	BONDS	$174,000						
		Dump Truck w/ Plow and Spreader (replace #16)															LOCAL TAXES	BONDS	$174,000			
		Dump Truck w/ Plow and Spreader (replace an International Dump Truck)															LOCAL TAXES	BONDS	$174,000			
		Loader/Tool Carrier Machine (replace #x, as needed))																		LOCAL TAXES	BONDS	$162,000
		PUBLIC WORKS DEPT TOTAL					*$3,175,958*			*$6,245,000*			*$1,708,000*			*$1,822,000*			*$1,398,000*			*$1,212,000*
	4000	**PUBLIC SAFETY DEPARTMENT**																				
		Road Striping Truck Replacement	6	4	LOCAL TAXES	BONDS	$178,218															
		Arial Bucket Truck Replacement		6				LOCAL TAXES	BONDS	$140,999												
		PUBLIC SAFETY sub-TOTAL					*$178,218*			*$140,999*			*$0*			*$0*			*$0*			*$0*
	4100	**DEPARTMENT - Police**																				
	SC-1	SS Police Dept 911 System	1	1	LOCAL TAXES	BONDS	$202,100															
		POLICE sub-TOTAL					*$202,100*			*$0*			*$0*			*$0*			*$0*			*$0*
	4200	**DEPARTMENT - Fire**																				
		Ambulance	2	2	LOCAL TAXES	BONDS	$165,000															
	SC-2	Stryker Powered Stretcher Ambulance	3	3	LOCAL TAXES	BONDS	$58,037															
		Station 1 Doors		7				LOCAL TAXES	BONDS	$169,550												
		East Side Fire and EMS Facility						LOCAL TAXES	BONDS	$3,000,000												
		FIRE sub-TOTAL					*$223,037*			*$3,169,550*			*$0*			*$0*			*$0*			*$0*
		PUBLIC SAFETY DEPT TOTAL					*$603,355*			*$3,310,549*			*$0*			*$0*			*$0*			*$0*
	5000	**ACCOUNTS DEPARTMENT**																				
	SC-3	Security System Infrastructure	7		LOCAL TAXES	BONDS	$55,011															
		ACCOUNTS DEPT TOTAL					*$55,011*			*$0*			*$0*			*$0*			*$0*			*$0*
	6000	**RECREATION DEPARTMENT**																				
		Playgrounds and Facilities	8	1	OTHER GOVT	RESERVE FUNDS	$500,000	OTHER GOVT	RESERVE FUNDS	$200,000												
			8	1	STATE	GRANTS	$162,500	STATE	GRANTS	$62,500												
			8	1	PRIVATE	DONATIONS	$162,500	PRIVATE	DONATIONS	$62,500												
		Skate Park	10	2	OTHER GOVT	RESERVE FUNDS	$19,770															
		East Side and West Side Rec Improvements	21	3	OTHER GOVT	CURRENT TAXES	$35,000	OTHER GOVT	CURRENT TAXES	$35,000	OTHER GOVT	CURRENT TAXES	$35,000	OTHER GOVT	CURRENT TAXES	$40,000	OTHER GOVT	CURRENT TAXES	$40,000	OTHER GOVT	CURRENT TAXES	$40,000
		New Recreation Field						LOCAL TAXES	BONDS	$1,550,000	LOCAL TAXES	BONDS	$200,000									
		Field Rehabilitation						OTHER GOVT	RESERVE FUNDS	$95,256												
		Veterans Memorial Park - Backstop												LOCAL TAXES	BONDS	$31,810	LOCAL TAXES	BONDS				
		RECREATION DEPT TOTAL					*$879,770*			*$2,005,256*			*$235,000*			*$71,810*			*$40,000*			*$40,000*
		TOTAL					$6,499,094			$11,560,805			$1,943,000			$1,893,810			$1,438,000			$1,252,000
		Summary: Means and Method																				
					LOCAL TAXES		$5,369,324	LOCAL TAXES		$8,685,549	LOCAL TAXES		$1,358,000	LOCAL TAXES		$1,303,810	LOCAL TAXES		$848,000	Local Taxes		$662,000
					FEDERAL		$0	FEDERAL		$0	FEDERAL		$0	FEDERAL		$0	FEDERAL		$0	FEDERAL		$0
					STATE		$162,500	STATE		$62,500	STATE		$0	STATE		$0	STATE		$0	STATE		$0
					OTHER GOVT		$804,770	OTHER GOVT		$330,256	OTHER GOVT		$35,000	OTHER GOVT		$40,000	OTHER GOVT		$40,000	OTHER GOVT		$40,000
					PRIVATE		$162,500	PRIVATE		$62,500	PRIVATE		$0	PRIVATE		$0	PRIVATE		$0	PRIVATE		$0

CITY OF SARATOGA SPRINGS: 2016 - 2021 Proposed CAPITAL PROGRAM: REVENUE by DEPARTMENT

New LINE #	Dept Code	DEPARTMENT PROJECT TITLE	[illegible]	[illegible]	2016 MEANS	2016 METHOD	2016 TOTAL	2017 MEANS	2017 METHOD	2017 TOTAL	2018 MEANS	2018 METHOD	2018 TOTAL	2019 MEANS	2019 METHOD	2019 TOTAL	2020 MEANS	2020 METHOD	2020 TOTAL	2021 MEANS	2021 METHOD	2021 TOTAL
					SPECIAL FUND		$0	SPECIAL FUND		$0	SPECIAL FUND		$0	SPECIAL FUND		$0	SPECIAL FUND		$0	SPECIAL FUND		$0
					WATER FUND		$0	WATER FUND		$1,770,000	WATER FUND		$350,000	WATER FUND		$350,000	WATER FUND		$350,000	WATER FUND		$350,000
		$0			SEWER FUND		$0	SEWER FUND		$650,000	SEWER FUND		$200,000	SEWER FUND		$200,000	SEWER FUND		$200,000	SEWER FUND		$200,000
							$6,499,094			$11,560,805			$1,943,000			$1,893,810			$1,438,000			$1,252,000
						RESERVE FUNDS	$769,770		RESERVE FUNDS	$295,256		RESERVE FUNDS	$0		RESERVE FUNDS	$0		RESERVE FUNDS	$0		RESERVE FUNDS	$0
						GRANTS	$162,500		GRANTS	$62,500		GRANTS	$0		GRANTS	$0		GRANTS	$0		GRANTS	$0
						TRANSFER	$0		TRANSFER	$0		TRANSFER	$0		TRANSFER	$0		TRANSFER	$0		TRANSFER	$0
						CURRENT TAXES	$35,000		CURRENT TAXES	$35,000		CURRENT TAXES	$35,000		CURRENT TAXES	$40,000		CURRENT TAXES	$40,000		CURRENT TAXES	$40,000
						NOTES	$0		NOTES	$0		NOTES	$0		NOTES	$0		NOTES	$0		NOTES	$0
						BONDS	$5,369,324		BONDS	$8,685,549		BONDS	$1,358,000		BONDS	$1,303,810		BONDS	$848,000		BONDS	$662,000
						OTHER	$0		OTHER	$2,420,000		OTHER	$550,000		OTHER	$550,000		OTHER	$550,000		OTHER	$550,000
						DONATIONS	$162,500		DONATIONS	$62,500		DONATIONS	$0		DONATIONS	$0		DONATIONS	$0		DONATIONS	$0
						AGREEMENT	$0		AGREEMENT	$0		AGREEMENT	$0		AGREEMENT	$0		AGREEMENT	$0		AGREEMENT	$0
							$6,499,094			$11,560,805			$1,943,000			$1,893,810			$1,438,000			$1,252,000

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

Safety Committee Rank #1

7/14/15

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

2016 Capital Budget Safety Committee Submission

Department: Department of Public Safety: Safety Committee YR _____

Project Title: Saratoga Springs Police Department 911 System

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

Saratoga County Office of Emergency Services has placed the City on notice that its 911 infrastructure must be replaced. This proposal includes the requisite application software, operating system software, hardware and integration services necessary to provide a comprehensive installation solution for the City. The City has been placed on notice it must install this new system to conform to the county, regional and state requirements. The City's current carrier - Verizon will no longer provide 911 services to any municipality in New York State. This system replaces the City's obsolete system.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 183,727.59
Contract Administration		$
Contingency		$ 18,372.76
Operational (Annual)		$
	Total	$ 202,100.35

A. Source of Funding: Bond Grant Source: _____

B. Means of Financing:		
Prior Funding	$	
Local Taxes	$	202,100.35
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	

C. Methods of Financing		
Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	202,100.35
Donation	$	
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	10 to 20 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☒ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: Eileen J. Finnerty Date: 6/25/15

Please use additional sheets if necessary

TRITECH

Budgetary Proposal/Sales Quotation

Quote # 00017384

Quote Date: 06/16/2015

General & Client Information

System Name:	Saratoga Springs Police Department	**Bill To:** City Hall 5 Lake Avenue Saratoga Springs, NY 12866 USA
System Description:	Inform 911 – Persistent PSAP Connection	
Client Contact:	Assistant Chief John Catone	
Contact Phone:	(518) 584-1800	**Ship To:** Saratoga Springs Police Department City Hall 5 Lake Avenue Saratoga Springs, NY 12866 USA
Contact Email:	jcatone@saratogapolice.org	
Expiration Date:		
Presented By:	John Hunt	

Project Products & Services

TriTech Software License Fee(s)

Inform 911 Software License Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
Inform 911 Position	$7,000.00	3	$21,000.00	$0.00	$21,000.00
Inform 911 Server Software	$10,000.00	1	$10,000.00	$0.00	$10,000.00
Inform 911 Analytics	$5,000.00	1	$5,000.00	$0.00	$5,000.00
Inform 911 Fax ALI	$500.00	1	$500.00	$0.00	$500.00
Inform 911 Listener	$500.00	1	$500.00	$0.00	$500.00
Inform 911 Paging	$500.00	1	$500.00	$0.00	$500.00
			Inform 911 Software License Fee(s) Subtotal:		*$37,500.00*

TriTech Software License Fee(s) Total: ***$37,500.00***

TriTech Implementation Service Fee(s)

911 Implementation Service Fee(s)	Unit Price	Qty	List Price	Discount	Total Price
911 Calltaker Position Setup and Testing (per workstation)	$900.00	3	$2,700.00	$0.00	$2,700.00
CPE Back room Installation and Testing (Small Implementation up to 4 positions)	$23,400.00	1	$23,400.00	$0.00	$23,400.00
Inform 911 End User Training (up to 10 students)	$1,200.00	2	$2,400	$0.00	$2,400.00
Inform 911 Supervisor Training (up to 10 students)	$1,400.00	1	$1,400.00	$0.00	$1,400.00
Project Management 911 (Small Implementation 1-4 Positions)	$15,400.00	1	$15,400.00	$0.00	$15,400.00
			911 Implementation Service Fee(s) Subtotal:		*$45,300.00*

TriTech implementation Service Fee(s) Total: ***$45,300.00***

Custom Solution(s)

Product Name	Unit Price	Qty	List Price	Discount	Total Price

Cerium Hardware Software Solution	$7,656.33	1	$7,656.33	$0.00	$7,656.33
Workstations	$8,014.23	1	$8,014.23	$0.00	$8,014.23
Critical Spares	$2,929.17	1	$2,929.17	$0.00	$2,929.17
Backroom Equipment	$31,132.18	1	$31,132.18	$0.00	$31,132.18
Shipping	$1,789.73	1	$1,789.73	$0.00	$1,789.73
TriTech Extended Warranty	$2,667.70	1	$2,667.70	$0.00	$2,667.70
Cerium Extended Warranty	$10,671.72	1	$10,671.72	$0.00	$10,671.72
Cerium Services	$11,402.00	1	$11,402.00	$0.00	$11,402.00

Custom Solution(s) Total: *$76,263.06*

Project Related Fees(s)

Product Name	Unit Price	Qty	List Price	Discount	Total Price
SI Fee	$4,612.33	1	$4,612.33	$0.00	$4,612.33
Project Management	$0.00	1	$0.00		$0.00
Travel not included - to be billed as incurred	$5,000.00		$5,000.00	$0.00	$5,000.00

Project Related Fee(s) Total: *$9,612.33*

Annual Maintenance Fee(s) (Year 1)

Product Name	Support Level	Annual Maintenance Amount
Inform 911 Server Software	24 x 7 (911)	$1,800.00
Inform 911 Position	24 x 7 (911)	$3,780.00
Inform 911 Analytics	24 x 7 (911)	$900.00
Inform 911 Fax ALI	24 x 7 (911)	$90.00
Inform 911 Listener	24 x 7 (911)	$90.00
Inform 911 Paging	24 x 7 (911)	$90.00
Hardware	24 x 7 (911)	$8,302.20

Annual Maintenance Fee(s) (Year 1) Total: *$15,052.20*

Project Total: $183,727.59

Estimated Sales Tax:
(State: at %)

Taxable sales: $0.00

Subtotal: $183,727.59

Sales Tax Amount: $0.00

Budgetary Quote Total: $183,727.59

Terms and Conditions

Payment terms are as follows:

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation or completion of services (whichever comes later). Travel costs will be billed as incurred.

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, TriTech shall be entitled to reimbursement of any fees TriTech may incur associated with cancellation of travel and lodging for such training course.

TriTech reserves the right to assess $1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

TriTech reserves the right to assess 25% of the services fee, up to $1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of TriTech any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on TriTech's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from TriTech.

Please note that select custom development deliverables are marked with Rough Order of Magnitude (ROM) prices. These prices are estimates based upon limited information regarding the final functional/technical requirements for each. These ROM prices are subject to change once more definitive requirements information becomes available, documented, and agreed to by both parties.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

TriTech reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (TriTech Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.

TRITECH
SOFTWARE SYSTEMS

Saratoga Springs Police Department, NY

Executive Summary

INFORM CAD, INFORM MOBILE, INFORM RMS, INFORM FBR, INFORM IQ,

AND INFORM 911 SYSTEMS

JUNE 17, 2015

Executive Summary

INTRODUCTION

TriTech Software Systems ("TriTech") is pleased to offer the Saratoga Springs Police Department (hereafter referred to as "Saratoga Springs") a National Emergency Number Association (NENA) i3-compliant Next Generation 9-1-1 solution. TriTech's budgetary pricing proposal includes the requisite application software, operating system software, hardware, and integration services to provide a comprehensive solution that supports Saratoga Springs' goals and mission both today and in the future. It should be noted that this is a budgetary planning document and should not be construed to be an official proposal from TriTech. Additional information will be required to develop a final proposal.

TriTech provides an integrated, single-source solution, including services, training, and ongoing support. As Saratoga Springs prepares to engage the latest technologies, TriTech proposes a state-of-the-art solution that meets your current requirements, provides tools for enhanced operations, and facilitates product upgrades in the future. TriTech has successfully implemented the proposed Inform 911 solution in states and regions that have operational emergency services Internet Protocol networks (ESInets) and support wireline, wireless, and Voice over Internet Protocol (VoIP) calls via Session Initiation Protocol (SIP).

For more than two decades, TriTech has solely focused on developing, deploying, and supporting the most reliable and advanced information solutions in the public safety marketplace. Today, TriTech is the largest software developer and systems integrator focused exclusively on the needs of public safety clients, serving over 2,700 agencies worldwide. We attained the leader position in the market by providing exceptional products and superior services. TriTech has over 330 employees dedicated to delivering the same world class solutions proposed for the Counties.

TriTech has an unparalleled level of success and commitment to public safety agencies across the United States. TriTech is committed to becoming a leader in the NG9-1-1 market, and our commitment to the National Emergency Number Association's (NENA) i3 standards will ensure that Inform 911 will continue to meet evolving requirements. From small towns to major metropolitan cities, TriTech's flexible and configurable solutions enable clients to streamline operations, minimize response times, and maximize resources.

SOLUTION OVERVIEW

Today's 9-1-1 solutions require more integration and multimedia capabilities than ever before. Solutions need to be easy to use, integrated, and intuitive, allowing entities like Saratoga Springs to manage the current and emerging voice, data, and video requirements. To that end, based on our review of Saratoga Spring's current network diagram, TriTech recommends our Inform 911 platform with Avaya to replace the current call handling equipment and the associated desktop application to support critical call processing centers that operate 24 hours a day, 365 days a year. TriTech will achieve this level of performance through the design and implementation of our complete 9-1-1 solution that includes:

- Premiere hardware and software that delivers a proven NG9-1-1voice and data solution that is NENA i3-compliant today and designed to easily integrate evolving standards and technologies
- Open standards-based technology

Inform 911

Until recently, the computer and the telephone—two powerful but separate tools—have not worked together efficiently; however, the trend toward universal data access is changing the face of both technologies and accelerating their merger. Inform 911 is the amalgamation of computer processing and telephone calls. Everything that can be done using a telephone can now be performed on an Inform 911 intelligent workstation. With TriTech's workstation design, CAD and 9-1-1 can utilize the same monitor, increasing the efficiency of the telecommunication/ dispatch process. In addition, by adopting this proposal Saratoga Springs will position itself for the Next Generation 9-1-1/CAD functionality that TriTech's innovative Inform CAD+911 product will bring to the public safety marketplace.

The newly formed integration between Inform CAD and Inform 911 will enhance the PSAP telecommunication user experience while increasing officer and public safety. Features such as "Heads up Display" will allow an officer to see the address of a ringing 9-1-1 call before it is answered and allow the officer to hear the 9-1-1 audio as it is answered by the PSAP telecommunication. These features and the associated benefits are not the future for TriTech, but a reality in our constant effort to grow our products to meet the ever-changing demands of today's public safety community.

Inform 911 Management Information System

Inform 911's Management Information System (MIS) provides secure, comprehensive management and statistical reporting functionality to the PSAP management personnel with near real-time and historical information. It is user-friendly, customizable, and can generate reports for defined time periods. The reporting interface can integrate multiple databases into one report and allows users to add attachments to the call record.

The MIS can monitor all lines within Inform 911, including 9-1-1 and seven-digit emergency and administrative lines. The MIS incorporates the E9-1-1 call data records and telephone information into a personal computer for efficient storage, search, and retrieval of vitally important data and accessible analysis of system performance.

The MIS allows users to generate various reports with user-defined criteria, including:

- Total calls answered per position
- Average call ringing and call handling time per position
- Monitor trunk usage for system performance
- Retrieve and display call detail data on demand
- Track calls transferred
- Agent occupancy
- Agent answering performance for 9-1-1 calls
- 9-1-1 calls by trunk group
- Number of abandon calls
- Call volumes by half hour
- Agent average speed to answer at 10 seconds and 12 seconds and store ALI call information

Authorized users can drill up or down and parse the information to enable various agents, managers, supervisors, and executives to answer virtually any telecom question with the level

- Response time for queries to the ALI database.

In addition, the MIS allows the user to generate reports from varying time periods and auto-schedule the generation of predefined reports. Saratoga Springs can use the MIS to build ad hoc reports using information stored in Inform 911 rather than selecting filtered items from a list. Users can save customized reports for quick access and re-use.

Inform IQ and Inform Analytics

Departments across the country find themselves understaffed to efficiently deliver services to their communities. Public safety organizations need better visibility into their operations to implement strategies and align resources to effectively respond to current and future demands. Frequently, visibility into an agency's operations is obscured when information is confined within different applications and departmental silos. Inform IQ will empower Saratoga Springs with the intelligence and tools to monitor and improve operational performance. Inform IQ will aggregate data from multiple systems and provide robust investigative search tools, ad hoc reporting, and analysis capabilities.

Inform IQ and Inform Analytics:

- Aggregates data from multiple systems into one public safety-centric database
- Is a single tool to access and analyze information
- Provides automatic notifications when new data is entered that matches City-defined searches
- Provides structured and unstructured searches across all fields, narratives, and comments
- Supports multiple browsers, device types, and operating systems
- Supports centralized, secure search of 9-1-1, CAD, Records, and Jail events and entities

TECHNOLOGY

Inform 911 is highly configurable and extremely scalable. It provides optimal reliability, exceptional performance, and maximum value. Our solution includes the latest, most innovative applications for 9-1-1 call management and proven technologies from Avaya and industry icons like Cisco (servers and switches), Dell (workstations), VMware, EMC (SANs) and Microsoft.

TriTech's proposed solution is engineered to support future growth. If Saratoga Springs makes a significant expansion in its network or number of users, the proposed solution can expand incrementally without diminishing the investment in the initial

data from multiple systems and provide the City with robust investigative search tools, ad hoc reporting, and analysis capabilities.

Inform IQ and Inform Analytics:

- Aggregates data from multiple systems into one public safety-centric database
- Is a single tool to access and analyze information
- Provides automatic notifications when new data is entered that matches City-defined searches
- Provides structured and unstructured searches across all fields, narratives, and comments
- Supports multiple browsers, device types, and operating systems
- Supports centralized, secure search of 9-1-1, CAD, Records, and Jail events and entities

Inform CAD:

CAD dispatch software helps communications center personnel manage a large amount of information—unit locations, unit statuses, pending and active calls, and other critical data—while serving as a voice of reassurance to callers and providing vital information that links police officers, firefighters, and paramedics. Inform CAD dispatch software captures, manages, and prioritizes mission-critical data to enable rapid decisions in situations where every second counts.

Dynamic, cross-jurisdictional CAD dispatch software speeds response times:

Inform CAD provides flexibility to define and manage response plans to match the individual needs of each agency it serves. By utilizing the street network to determine a unit's estimated arrival time, the system provides recommendations for the closest unit to the incident by actual drive time, not distance—even crossing jurisdictions when the situation is critical.

Decision support tools to take quicker actions and improve productivity:

Inform CAD dispatch software provides an innovative information management tool (Advisor) to help staff process, prioritize, and take immediate action. The solution is highly configurable allowing each agency to set up the system according to an agency's individual business rules and processes.

Easy to use and administer to streamline day-to-day functionality:

Inform CAD's configuration utility allows System Administrators to easily make configuration changes on the fly, while the System Health Monitor actively monitors system performance and provides alerts on possible errors or warning conditions.

Inform Mobile:

TriTech's CAD and mobile software make it possible for personnel to get as much information as possible to make quick, informed decisions in the field. With Inform Mobile, your field personnel have real-time, secure access to information that can save lives and protect property.

Improve emergency response and personnel safety with real-time situational awareness:

Inform CAD/Mobile environment:

TriTech recommends the use of virtual desktop clients from the server to the WAN desktop machines to minimize the impact of these types of occurrences. If the client site experiences these types of issues, then the customer will need to look into alternative/stronger WAN connectivity or installation of Virtual desktop clients.

TriTech's proposed system design will allow the City to deploy a NG9-1-1 system that will be capable of providing service to multiple answering systems as the City's future plans continue to evolve. In addition to the traditional "primary and secondary PSAP" configuration, TriTech's Inform 911 system can support different connection types:

TriTech Proposes a Persistent connection to the Regional core network provided proposed to be provided by Albany City and Saratoga City.

- Persistent: A PSAP with back room equipment, dependent on core for CTI functionality; can maintain call taking capabilities if network connection is lost to the core.

TRAINING:

TriTech will collaborate with Saratoga Springs to create a comprehensive training program that meets the individual training and operational needs of the City.

Training occurs during the week(s) of installation at the client's site, unless otherwise noted. Training sessions are conducted in groups to include all users. The classes are scheduled based on participant availability and PSAP needs.

Training is hands-on and employs simulations using data, processes, and information relative to the PSAP. TriTech uses production configurations and environment for training that match those of the PSAP. TriTech believes the most productive and successful training sessions occur when agents and supervisors can relate the training to their jobs. All necessary training documentation will be provided by TriTech.

Training sessions are conducted by trained TriTech instructors and the syllabus is constantly reviewed and updated to meet the needs of our clients. All training courses are interactive and hands-on, using the client's production model to provide a realistic training environment for the students. Training materials are provided to each student.

Advanced training for System Administrators is provided in our training proposal.

SUPPORT:

TriTech proposes a high level of support to ensure that Saratoga Springs' systems are readily available. TriTech will be the sole point of contact for support for all solution components. TriTech support technicians will triage the system, identify the issue, and dispatch the appropriate support technician to resolve the issue. TriTech has included some critical spare parts to address immediate issues such as keyboard or speaker failure. TriTech has proposed same-day onsite support for all the key system components (Avaya, CISCO, Dell, etc.). In addition, TriTech's proposal includes a remote monitoring solution to proactively track system

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
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CAPITAL BUDGET PROJECT PROPOSAL 2015 - 2020

Department: Department of Public Safety - Fire Department Year: 2016

Project Title: Ambulance

Project Description (Purpose/Justification, include useful life, personnel, operational)

In April of 2012 we purchased a used 1999 F-450 ambulance with 80,480 miles, today that ambulance has over 88,400 miles. This ambulance was originally purchased as a reserve; however saw a significant amount of time as the primary ambulance. In 2014 we purchased a new ambulance in our effort to maintain a response ready resource and to handle the increased call volume. All three ambulances are rotated in as a first call and both fire stations have the capability to run an ambulance. At times we have the staffing to run an ambulance from both stations. Our Capital request is to replace the 1999 ambulance with new 2016 ambulance. This would leave the department with a 2007 (35,500 miles) , 2014 (6,150 Miles) and 2016 ambulance. We shouldn't need to replace the 2007 until 2018 or 2019 depending on condition. All ambulances are currently in good shape mechanically, however we have spent nearly $8,000 on the 1999 F-450 to date including $5,000 recently on new brakes and parking brake system. The anticipated increase in use of our ambulance fleet requires us to plan for their systematic replacement to maintain a response ready service.

Estimated Cost:			
	Ambulance	$	120,000.00
	Power Stretcher System	$	40,000.00
	Equipment	$	5,000.00
	Total	$	165,000.00

A. Source of Funding: **Bonding** Grant Source: _____

B. Means of Financing:

Prior Funding	$	-
Local Taxes	$	
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	
Donation	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	165,000.00
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	10+ Years
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No If yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget

I request the above Project be considered for inclusion in the City's Capital Budget

Signed: Eileen Finnerman Date: 7/2/15

Please use additional sheets if necessary

Office / Garage
183 Ushers Road
Town of Halfmoon

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Clifton Park, NY 12065

SHAKERLEY
Fire Truck Sales

A Division of V.R.S. Sales Ltd
Telephone: (518) 877-6565
Fax: (518) 877-6414

SERVING THE EMERGENCY SERVICES SINCE 1988

April 2nd 2015

Chief Williams
City of Saratoga Springs FD
60 Lake Avenue
Saratoga Springs, NY

Re: Type III 150 Current Model Year Pricing

Chief Williams,

I took the liberty of updating the pricing for a new duplicate ambulance to match last year's delivery.

The price for One (1) Medix Type III Ambulance on a Ford Chassis comes to **$118,900.00**. This price includes delivery and items as listed in the stripper sheet provided. The agency will be responsible for lettering the unit and any additional items that are added on after the fact.

Payment will be due upon acceptance of the vehicle Fire Headquarters, Saratoga Springs, N.Y.

We thank you for the opportunity to provide this proposal and feel free to contact me with any questions you may have.

Respectfully

Nate Shakerley

SWAB WAGON CO.

E-Mail: vrs@vrs-sales.com
WebSite: www.vrs-sales.com
1-800-253-8572

MEDIX

Unit #:
XX-XXXX

DEALER: Federal/Shakerley
CUSTOMER: City of Saratoga Springs
Street or P.O. Box 60 Lake Avenue
City, State, Zip Saratoga Springs, NY
VIN#: *To be assigned by MEDIX*

Sent for Approval
Rec'd Approved
Scheduled
Received

Chassis Model Yr		2015		
MEDIX Model		Metro Express 150 Type III		
CHASSIS		Ford E-350 XL Cutaway, 6.8 L V-10 Gas, 138" WB, 11,500 GVWR		
BODY		150"L x 94" W x 70" Interior Headroom		
QTY	**STD/OPT**	**Description**	**Cost Each**	**Total**
1	15-1000-CG	Chassis & Conversion		
	01-	**Flooring & Interior Colors**		
1	STD	Cabinets: Laminated Wood- (Specify Color)		
		Color: GRAY		
1	STD	Upholstery: (Specify Color)		
		Color: GRAY Brand: EVS		
1	100020	Lonseal- LonPlate (Diamond Plate)		
		Specify Color: GunPowder 424 TX		
1	100030	Dri-Dek in Exterior Compartments- Black		
	02-	**Body & Chassis**		
1	STD	All Exterior compartments coated with light gray colored Herculiner material.		
1	STD	Walk-Thru w/Sliding Door. Slides behind driver's seat		
1	STD	Fender Flares: Black Rubber		
1	200011	Air Horns, Buell dual horns through front bumper, momentary switch on front console, compressor, tank, fittings- Ford Only. Make sure to order (1) 10" and (1) 12" airhorn. Note: Extend air inlet 3" away from compressor.		
		Specify Location, Compressor: Celieng mounted Compt 2		
1	STD	Compartment Lights: Optronics ILL36CB LED Compartment lights- ALL Models		
		Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6.		
1	STD	Compartment #1 SS Forward: Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/rubber socket/nylon ball hold-open.		
1	STD	Compartment #2 SS Center: Smooth Aluminum body, ADP interior door panel, Open Storage, Door w/gas strut hold-open and Seat Belt Strap.		
1	99-0090	Stair Chair Carrier, ADP- Compartment #3 Interior Door Panel w/strap		
1	200080	Compartment #3: On 150 Body, 3/4 Height, SS Rear, with NO Inside/Outside Access, No shelf		
2	STD	Rear Entry Doors: Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.		

1	STD	Compartment #4/5 CS Forward: NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door w/gas strut hold-open. Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.		
1	STD	Curbside Entry Door: Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.		
1	STD	Compartment #6 CS Rear: Smooth Aluminum, Vertical backboard storage w/2 belts. Door w/ rubber socket/nylon ball hold-open.		
1	STD	All Entry Door paddle handle and rotary latching components meet the FMVSS 206 30G Test Requirement		
1	STD	Rear Bumper: ADP corner pods w/ rubber Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame		
1	200170	Mirrors: Velvac 2020XG for 2015 E-450, Kit #716346, motorized, heated deluxe head w/bottom convex, Turn Signals on arms, Black		
2	STD	IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench		
4	OPT	Stainless steel wheel covers w/valve extenders		
4	STD	Stone Guards, lower body corners, ADP		
1	STD	Rub Rails, C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.		
3	STD	Mirrors, OEM: (1) each cab door, (1) on interior windshield		
2	STD	Running Boards, formed ADP with front splash guards		
2	STD	Cast aluminum fuel fill bezel		
1	STD	Undercoating: Per QVM Guidelines		
1	200200	Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system (Does not include additional lock switches inside module)		
1	99-0678	Stealth Switch for Power Door Locks System, Push Button Switch (brackets: Ford 33-102402, GM 33-102397, no bracket req'd on F-series)		
		Specify Location(s): Front Grill		
1	200277	Running Boards: "Starburst" Grip Punched, Chevy/GMC, Ford, Sprinter Type III		
	03-	**Brake, Turn & Back-Up Lights**		
1	300010	Lights, Brake/Tail, Turn, Back Up: Whelen 7x3 LED Pkg, ILOS		
1	300050	Lights, Turn Arrow: Whelen 7x3 Amber LED, Front IATS		
1	STD	DOT Marker Lights: Optronics LED, rubber grommet bezels; (7) MCL11CAB Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) MCL11CRB Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.		
	04-	**Electrical, Power Distribution, Control Center & Interior Lighting**		
1	STD	Battery Switch, Automatic: TST CDR-357. Located in Electrical Cabinet.		
2	STD	Antenna, Radio Coax Cable terminated behind driver's seat w/Power & Ground for each		
1	400010	Antenna, Radio Coax, 12VDC Power/Ground, Additional		
		Specify Location: Behind 1st action area panel		
11	99-0522	Dome Light: Whelen LED, 18-diodes w/chrome flange MX80EHZA , switched separately with Hi/Lo functions- ILOS		

1	STD	Action Area Light: 16", 12 VDC LED Strip light, 18 diodes and On/Off switch on rear control panel		
1	99-0617	Shoreline: 125 VAC, 20-Amp, Kussmaul SUPER Auto Eject ILOS. Kussmaul P/N: 091-55-20-120 side wired w/hinged,yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on the Kussmaul Stainless Steel E-Z mounting plate w/indicator light for access. Kussmaul P/N: 091-185-009. Mating Connector to be shipped loose.		
1	400160	Inverter, Vanner 20-1050CUL- 1000watt w/battery charger, remote control w/switch in rear panel		
		Specify Location: Cabinet "E"		
1	STD	Timer: 5-minute check-out, wired to CS Hight mode dome lights		
1	400260	Timer, Rotary Style		
		Specify Location: Curbside Wall		
1	400170	Light, Gooseneck		
		Specify Location: Center Console officers side		
2	STD	12 VDC Outlets: (1) in Action Area, (1) in ALS Cabinet		
2	STD	125 VAC Outlets, Duplex: (1) in Action Area, (1) in ALS Cabinet		
1	STD	Spotlight: 400,000 CP, hand-held, hardwired w/momentary On.Off switch, located in cab		
1	STD	Rear Switch Panel: Engraved black plastic panel with (14) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), AC/Heat (1), Fan Speed (1), Spare switches, Thermostat and digital clock w/Mode Buttons. MX01516.		
1	STD	Front Console: Formed ABS body attached to engine cover. Switch panel with siren panel below		
1	STD	Electrical Cabinet: Located over pass-thru w/latching, recessed, vented door		
1	400270	Switches, Duplicate on CS Wall: (1) Heat/AC- On/Off; (1) Fan Speed; (1) SS Domes; (1) CS Domes in etched plastic bezel: MX01458		
	05-	**Warning Lights & Siren**		
1	500114	All LED Light Package- Ford, Chevy Type I-III Models ONLY		
		DELETE All Medix standard halogen Warning Lights.		
		Add LED lights with CLEAR lenses and chrome flanges in all standard locations.		
		Front of Body: Add (7) 9x7 Whelen LEDs- Specify pattern by LED Color (Red or White): _____ Outer (2) lights and (1) Center light flash on K-Spec flasher. Inner (4) flash independently on Light Bar switch on front console.		
		Sides of Body: (4) 9x7 Red LEDs: (2) each side in upper corners		
		Rear of Body: (4) 9x7 Red LEDs: (2) in upper corners, (2) Mid-Body wired as Warning/Brake; (1) 9x7 Amber LED in center rear.		
		Brake, Turn & Back-Up Lights: 7x3 LEDs		
		Lights, Warning, Intersection Lights: (2) 7x3 Red LEDs on front fenders (will be LINZ6R Red LEDs on the F-series chassis)		

2	99-0671	Light, Warning, Grille: LINZ6R Red LED & chrome flange on center grille bar, IATS		
		Specify Lens Color:		
		Specify Location:		
2	99-0670	Light, Warning, Grille: LINZ6C Clear LED & chrome flange on center grille bar, IATS		
		Specify Lens Color:		
		Specify Location:		
2	500300	Light, Warning, Whelen 9x7 LED Red/Blue Split- ILOS		
		Specify Lens Color: Clear		
		Specify Location: Rear Outer Corners		
6	500127	Light, Scene/Load, Whelen 9x7 LED w/8-32-degree optics- ILOS		
		Specify Location:		
1	STD	Flasher- For Warning Light System, Vanner 9860GCPE		
2	STD	Siren Speakers: Dual 100-watt drivers mounted through front bumper		
1	500480	Siren, Whelen 295HFSA7 Dual Amp- ILOS		
	06-	**Oxygen, Vacuum & Miscellaneous Items**		
3	STD	Oxygen Outlets: Quick-connect style, (2) in Action Area, (1) over Squad Bench		
1	STD	Suction Aspirator System: Rico disposable container, mounted in Action Area w/gauge and quick-connect; GAST vacuum pump mounted in lower pass-thru cabinet		
1	STD	Oxygen Cylinder Retention: For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1		
1	STD	O2 Regulator, Amvex, 50psi, pre-set		
2	600065	Bracket, O2 Cylinder, Portable, Medix M-14J w/mounting plate, for D-cyl or Jumbo D-cyl		
		Specify Location(s):		
	07-	**AC/Heat**		
1	STD	HVAC System: High capacity Free Blow combunation Heat-AC system, multi-speed fan and thermostatic control in Action Area. HVAC unit mounted in Front bulkhead above Tech Seat.		0.00
	08-	**Cabinets, Hardware & Miscellaneous Items**		
1	STD	Main Streetside Wall Cabinets: Specify desired configuration-		
		Full Wall of Cabinets		
		Cabinets with CPR Seat w/TriMark Latch, 2nd Action Area (Electrical Outlets not included, order separately)		
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding Lexan doors with full height extruded handles. See Prints for Configuration.		
1	OPT	Cabinet at rear of CPR seat, below cabinet "A" with two adjustable shelves, and sliding Lexan doors, duplicate previous City order		
1	800090	Corian Countertop- 1st / 2nd Action Area, Color: Gray Mist HL-027 w/Eclipse HL-039 top and perimeter accent lips. To extend over the edge of cabinet main		
1	STD	Action Area Overhead Cabinet: Single cabinet full-height/full-depth of Action Area with sliding Lexan doors and full height extruded handles.		

1	STD	Action Area and Switch Panel: Laminated, sealed countertop and vertical panel with Suction system collection cannister, Vacuum gauge, (2) Oxygen outlets, (1) 12VDC Outlet, and (1) 125VAC Outlet. Switch panel includes (14) switch positions, Thermostat and digital clock w/Mode Buttons. MX01516		
2	STD	Bulkhead Cabinets: Electrical Cabinet above walk-thru w/hinged, latching, vented door; Cabinet above ALS		
2	STD	Walk-Thru Cabinets: Upper cabinet- open storage w/hinged, latching door; Lower cabinet- open storage w/hinged, latching, vented door and location for inverter and vacuum pump on floor		
1	99-0249	ALS Cabinet, N.O.C.A. Configuration: Lower Locking storage w/15" high I.D. with outside access blocked; Middle & Upper Section w/28" high I.D. w/dual wood doors w/Lexan inserts, (1) adjustable shelf; Balance of Cabinet above ALS to have locking dual wood doors w/Lexan inserts. See Print		
1	99-0511	Cargo Net @ Head of Squad Bench- Type I / III 150 Models and Type III MN-86 ONLY. Sqd Bnch to accommodate A-Bar Plate and Cover. (150 PNs: 86-101702, 33-101868, 33-101869; MN-86 PNs: 86-101702, 33-100857, 33-100858) Requires squad bench assembly print different than standard.		
1	STD	**Squad Bench:**		
	1	Full length hinged lid w/TriMark latch for access to interior storage		
	2	Full length upholstered seat cushion except over Sharps/Waste Area; full width upholstered back rest cushion		
	3	(2) Belted seating positions w/(3) long bottom straps for 2nd Patient restraint		
1	STD	Sharps/Waste: Drop-in style w/Red polycarbonate hinged lid and standard containers, located at head of squad bench.		
1	STD	Cabinet, Rear Overhead: Cabinet over rear door opening w/Lexan sliding doors w/full height extruded handles		
1	STD	Technician's Seat: EVS Rear facing automotive style chair with Type II lap/shoulder belt mounted on steel base w/side access to storage.		
1	STD	Assist Rail, overhead off-center toward Streetside of unit.		
3	STD	Grab handle- stainless steel, mounted on each rear entry and curbside entry door		
1	STD	Pole, Medical Equipment: Chrome pole mounted on inboard rear corner of Action Area shelf and extended to upper cabinet		
8	STD	Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors.		
1	99-0660	Radio console with map pocket, located on floor behind ABS console between seats - Use Aluminum Add-On P/N: 44-A11380		
1	800170	Glove Box Holder, 3-Slots		
		Specify Location(s): Overhead Rear Compartment		
	09-	**Cots & Miscellaneous Items**		
1	STD	Cot Mount, Ferno 175-4, side and center mounts		
		Specify Cot Model to be used		
1	900075	Install Cot Safety Hook at Rear Threshold		
		Specify: Stryker or Ferno		
	10-	**Paint & lettering**		
1	STD	Paint: Body all OEM White		0.00
1	1000070	Paint: Mid-Body Down		
		Color:		
		Configuration: Supply drawings and/or photos		

1	OPT	Large Roof Number		
1	1000100	Roof Star ONLY, INSTALLED		
1	1000140	Chevrons, 2-Color: Full Rear, 6" Standard Grade Reflective Stripes		
		Color 1:		
		Color 2:		
		SHIP LOOSE		
2	STD	5 lb. Fire Extinguisher- Ship Loose		
TOTAL ORDER			**0.00**	

I have reviewed this Order and find it to be acceptable and ready to build.

_____ **Date:** _____

Dealer Signature

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

_____ **Date:** _____

Dealer Signature

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021
2016 Capital Budget Safety Committee Submission

Department: Fire Department - Safety Committee YR 2016

Project Title: Stryker Powered Stretcher Ambulance

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary) Safety Committee in cooperation with the Fire Department proposed the use of Stryker Stretchers to reduce the incidence of workers compensation injuries to paramedics responding to medical calls. The Stryker Stretchers have assisted the department in reducing back related injuries, but they continue as the obesity of the City's citizens continues to rise with the national trends. One paramedic has become personally disabled due to a lifting injury resulting from a patient lift into the ambulance. This requested equipment will retrofit the existing Stryker Stretchers allowing a motorized lift into the ambulance instead of a manual lift. Two motorized retrofits are requested - one for each ambulance.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 52,761.00
Contract Administration		$
Contingency		$ 5,276.00
Operational (Annual)		$
	Total	$ 58,037.00

A. Source of Funding: Bond Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ 58,037.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ 58,037.00
Donation	$
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	10 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by Health & Safety Initiative

E. Insurance mandate: ☒ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☒ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: Eileen Finnerty Date: 7/13/15

Please use additional sheets if necessary

stryker®

Comprehensive Quotation

Sales Account Manager
MELISSA GARCIA
melissa.garcia@stryker.com
Cell: 516-359-8796

Remit to:
P.O. Box 93308
Chicago, IL 60673-3308

End User Shipping Address
1249624
SARATOGA SPRINGS FIRE DEPT EAST
60 LAKE AVE
SARATOGA SPRINGS, NY 12866

Shipping Address
1249624
SARATOGA SPRINGS FIRE DEPT EAST
60 LAKE AVE
SARATOGA SPRINGS, NY 12866

Billing Address
1247184
DEPT OF PUBLIC SAFETY
474 BROADWAY
2ND FL CITY HALL
SARATOGA SPRINGS, NY 12866

Customer Contact	Ref Number	Date	PO Number	Reference Field	Quote Type
	4244491	06/24/2015	QUOTE		

Line #	Quantity	Item Description	Part #	Unit Price	Extended Price	Item Comments
1.00	2	PowerLOAD	6390000000	$22,359.92	$44,719.84	
		Options				
	2	PowerLOAD	6390000000	$22,359.92	$44,719.84	
	2	English Manual	6390600000			
	2	1 year parts, labor & travel	7777881660			
	2	Standard Comp 6390 Power Load	6390026000			
2.00	2	6506 PWRLD COMPAT UPGRADE KIT	6506700001	$1,495.61	$2,991.22	
3.00	2	ProCare Upgrade Charge	77100003	$310.00	$620.00	
4.00	2	KIT, XPS RETROFIT	6506700004	$2,215.00	$4,430.00	

Note:

Product Total	$52,761.06
Freight	$0.00
Tax	$0.00
Total Incl Tax & Freight	**$52,761.06**

Signature: _____ Title/Position: _____ Date: _____

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.
Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.
Terms: Net 30 Days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-STRYKER.
Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

Sam Bossley
Associate Marketing Manager – EMS

3800 E. Centre Ave.
Portage, MI 49002
t: 269 389 6628
sam.bossley@stryker.com

stryker®
Medical

Memo

Date: June, 2015
Re: Stryker EMS and SAE Solutions

On July 1, 2015 the KKK-A-1822F will be updated with Change Notice 8 (Triple-K) to meet the new SAE recommended testing. This means that the traditional "antler and rail" fastener system will no longer be compliant in states that adhere to KKK.

Last July, the Society of Automotive Engineers (SAE) released new safety requirements that affected nearly every part of the ambulance. Among these changes was the SAE J3027 requirement, which describes testing procedures for evaluating the integrity of ground ambulance patient litters, litter retention systems, and patient restraint systems. EMS equipment manufacturers have to develop and provide solutions that meet this new standard for current and future SAE compliant states. Stryker has done that for you by providing a solution to fit your SAE requirements.

Stryker's Power-LOAD® Cot Fastener System has been dynamically crash tested and meets SAE J3027 while improving operator and patient safety by supporting the cot throughout the loading and unloading process. The configuration below passes the recommended practices outlined in SAE.

- Power-LOAD® Cot Fastener System (Model 6390) [1]
- Compatible Power-PRO™ XT (Model 6506)
- X-Restraint Restraint Package

Stryker Medical is also developing a Manual Cot Fastener System which will be available in the first half of 2016. The configuration below will pass the recommended practices outlined in SAE J3027.

- Stryker's Manual SAE J3027 Cot Fastener System
- Compatible Power-PRO™ XT (Model 6506)
- Compatible Performance-PRO™ XT (Model 6086)
- X-Restraint Restraint Package

Customers have the option of upgrading their current fleet of Power-PRO™ XT cots to be compatible with Power-LOAD®. Similarly customers will be able to upgrade their Power-PRO™ XT and Performance-PRO™ XT cots to be compatible with Stryker's manual SAE J3027 Cot Fastener System. Stryker's Power-LOAD® and future Manual SAE J3027 Cot Fastener System will utilize the same floor plate for cross compatibility.

For more information call 800 784 4336, visit ems.stryker.com or contact your Account Manager.

Sincerely,

Sam Bossley

[1] Power-LOAD manufactured after May 29, 2014. Upgrades are available for units manufactured prior to May 29, 2014. Please contact your Stryker Sales Representative for further information.

stryker

Crash Testing Explained

EMS Equipment

3800 E. Centre Ave.
Portage, MI 49002 U.S.A.
t: 269 389 2100 f: 866 795 2233
toll free: 800 784 4336

www.ems.stryker.com

The front of the ambulance contains protective safety measures including seat belts and air bags. But what about the patient compartment and your patient? While accidents may be unavoidable, the Power-LOAD system meets dynamic crash test standards for maximized occupant safety.

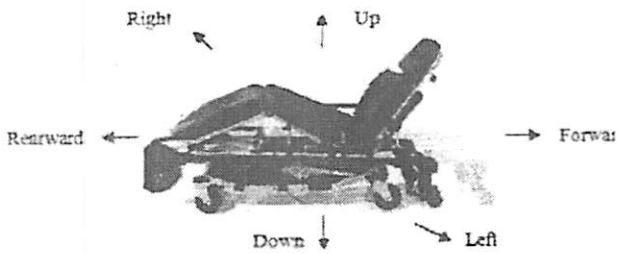

Figure 1. Test directions according to BS EN 1789

For over a decade, Europe and Australia have used dynamic crash testing to increase safety within the patient compartment. Europe established a 10g test in all six directions (Figure 1) while Australia enacted a 24g forward and 12g sideways requirement. But what does that mean to you? A simplified way to look at the crash testing is in terms of the acceleration (g's), duration (time) and a simulated occupant.

G's are a standard unit of acceleration. Acceleration is the rate at which your velocity changes; how fast you speed up or slow down. Rocketing a sports car from 0 to 60 mph in 4.6 seconds (0.59g) will throw you into the back of your seat, while doing the same in a hatchback in 9.1 seconds (0.3g) will not be quite as exciting. So the faster your velocity changes, the higher the acceleration.

For a rough comparison, here's a short list of activities and their associated g levels:

Free floating	0 g
Standing at sea level	1 g
Space Shuttle, maximum during launch/reentry	3 g
Roller coaster	3-5 g
Fighter Jet, typical maximum turn	9 g

Duration indicates how long the acceleration lasts; the longer the duration, the further you are thrown into your seat. For the European test, the 10g acceleration lasts a minimum of 50 milliseconds, while the 24g/12g Australian test has a minimum 20 millisecond duration.

Crash test dummies are test devices which represents a variety of human forms and sizes including men, women, and children. For both the European and Australian tests, a 50th percentile (171 lbs) male test dummy is used.

What constitutes a successful test? For both standards, the patient must remain attached to the cot, and the cot to the fastener. Furthermore, the test cannot create any sharp edges or flying parts which could endanger the patient or caregiver, and it must still be possible to safely extract the patient.

In summary, crash testing is intended to dynamically simulate potential real life forces exerted on the cot and fastener during a crash. This does not cover all circumstances or possible crashes, however, it provides an accepted level of safety within the patient compartment as defined by the European and Australian governments.

Contact your Stryker EMS Account Manager for more information.

References
"Some Typical Examples Of G Forces." <http://www.gforces.net/a-discussion-on-typical-examples.html>

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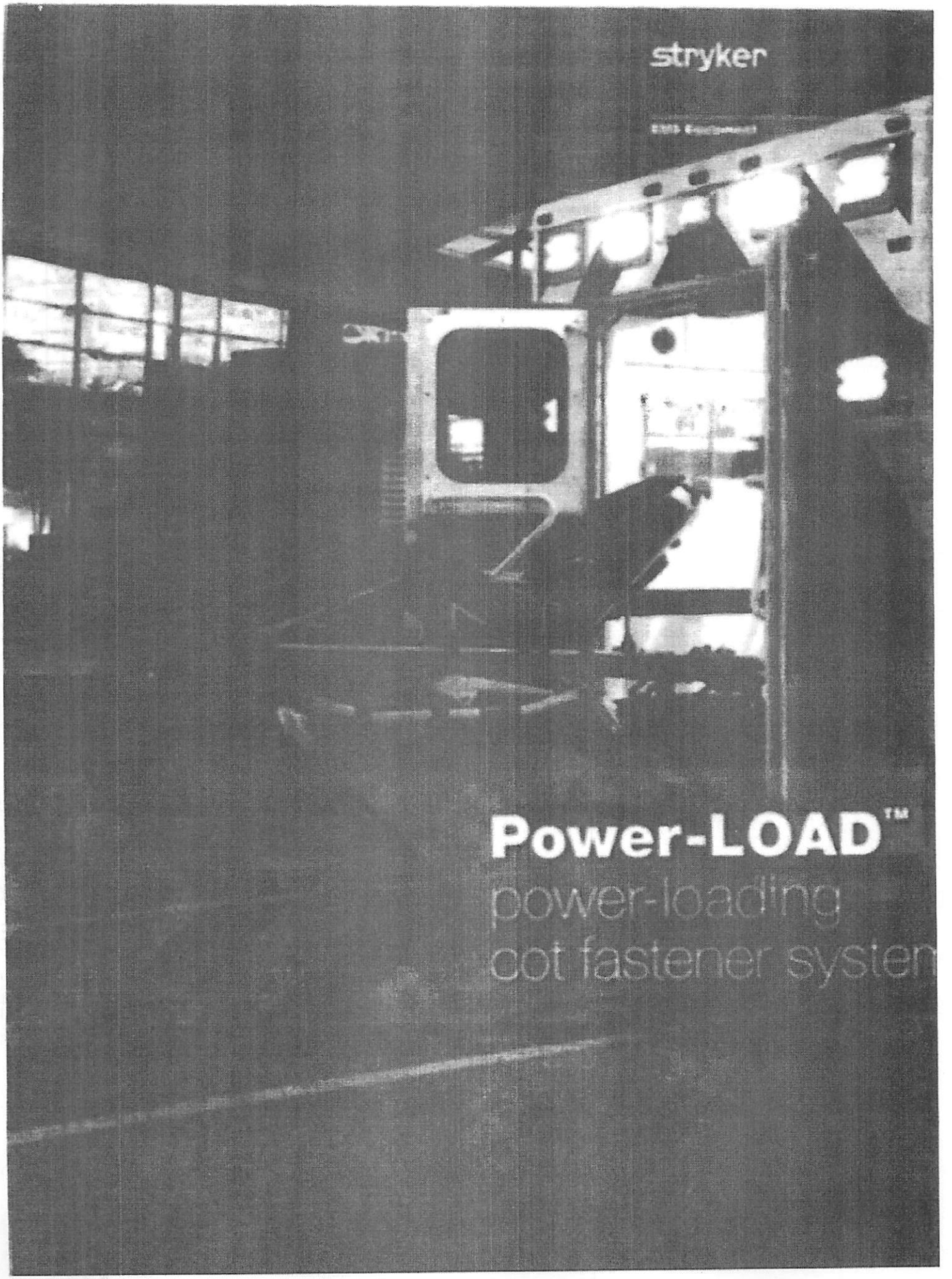
Mkt Lit-815 20 DEC 2012 Rev A.0

stryker
SAFETY.
SECURITY.
STANDARDS.
Power-LOAD Cot Fastener System with the Power-PRO XT Cot has been dynamically crash tested and meets SAE J3027 while improving operator and patient safety by supporting the cot throughout the loading and unloading process.
ZERO
BATTERY
GUIDED
MODULAR
CRASH
92% DECREASE
113,000
92% FEWER

stryker



Power-LOAD™

power-loading
cot fastener system

Power-LOAD
power loading cot fastener system

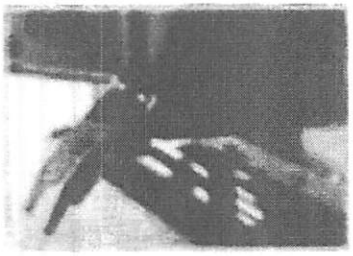
Reduce the risk of injuries when loading and unloading cots

Lifts and lowers the cot into and out of the ambulance, reducing spinal loads and the risk of cumulative trauma injuries.

The Power-LOAD cot fastener system improves operator and patient safety by supporting the cot throughout the loading and unloading process. The reduction in spinal load helps prevent cumulative trauma injuries. Power-LOAD wirelessly communicates with Power-PRO™ cots for ease of operation and maximum operator convenience.

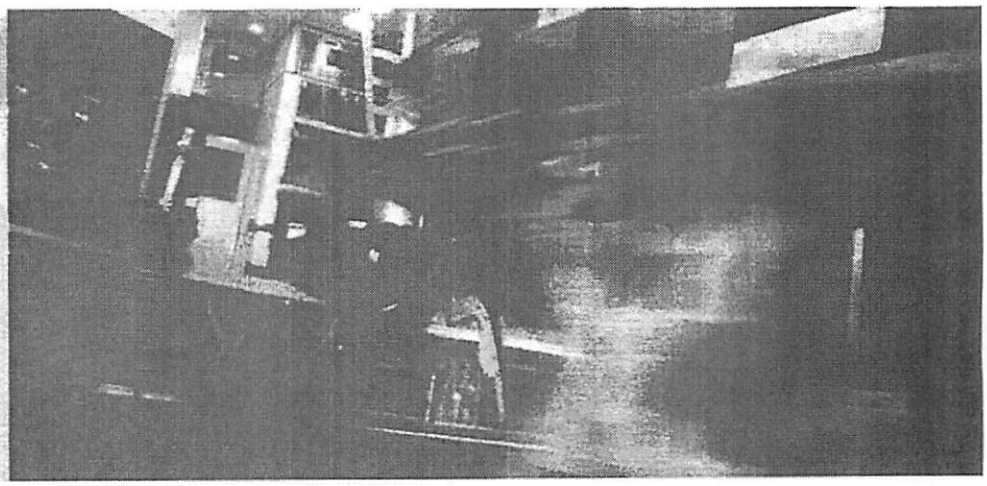
- **Eliminates the need to steer the cot into and out of the ambulance.**
- **Minimizes patient drops by supporting the cot until the wheels are on the ground.**
- **Meets dynamic crash test standards for maximized occupant safety.**
- **Features an easy-to-use manual back-up system, allowing complete operation in the event of power loss.**
- **Lifts or lowers the cot into and out of the ambulance, eliminating spinal loads that can result in cumulative trauma injuries.**

Power raise and lower for loading and unloading

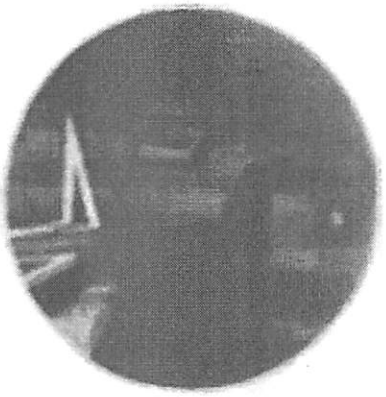


Load and unload patients with the touch of a button.
Operator injuries result from repetitive spinal loading. Our innovative Power-LOAD cot fastener system is designed to load and unload a compatible cot with the touch of a button – not your back.

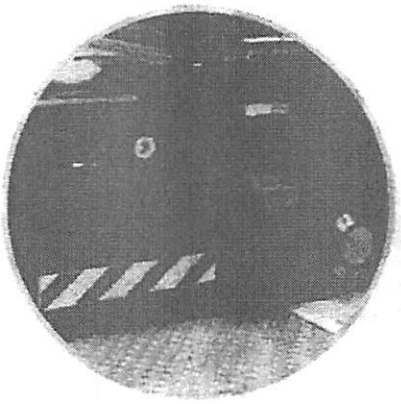
Save yourself from injury. Save your career with Power-LOAD.
Ergonomically designed to reduce operator and patient injuries, Power-LOAD hydraulically lifts patients weighing up to 700 lbs.



Cot Release Handles
Red release handles allow the cot to be disengaged from the Power-LOAD system when unloading.

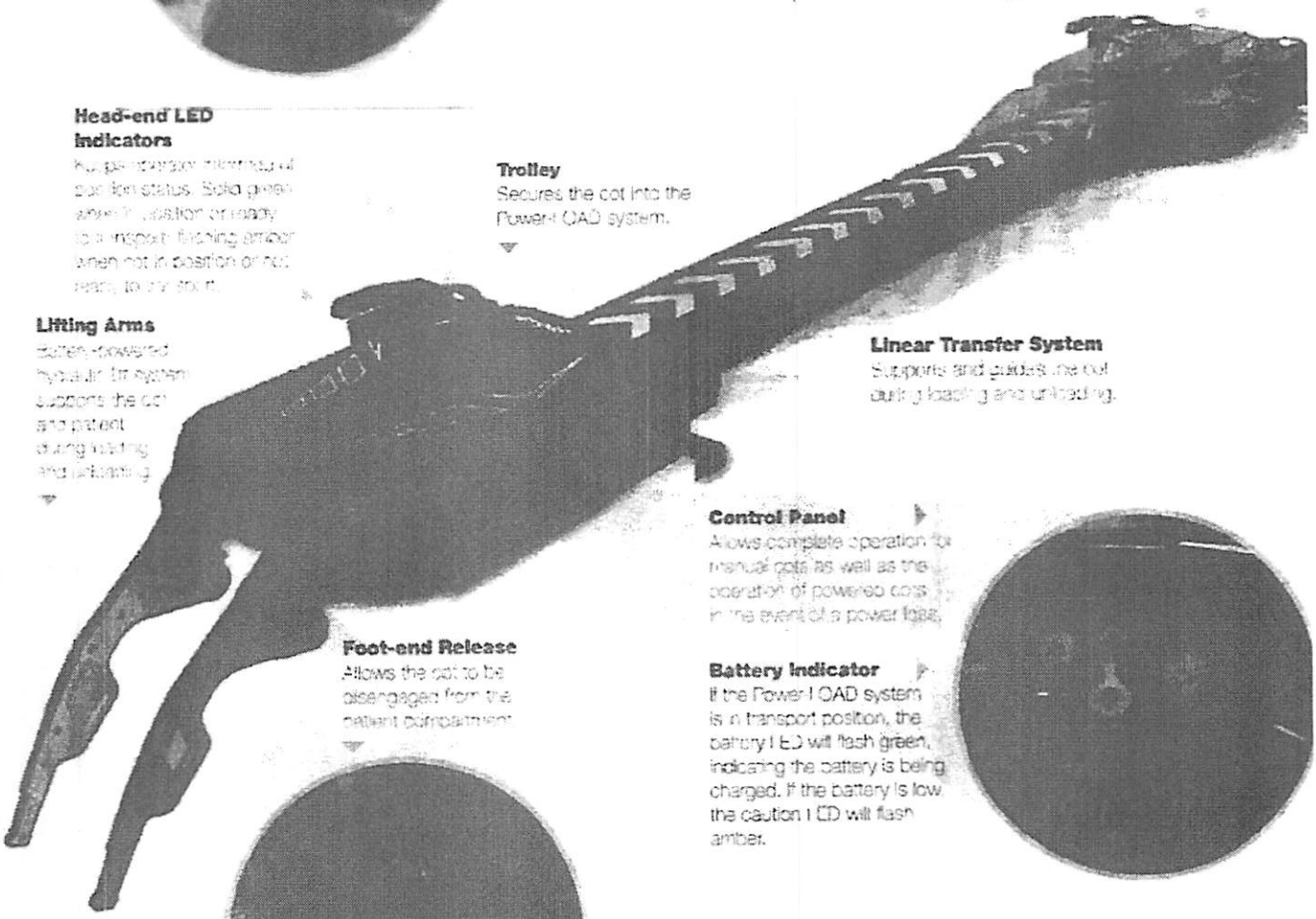


Duplicate LED Indicator
Displays Power-LOAD status at the head end for added operator convenience.



Manual Trolley Release
Allows trolley to be released when locked at the head end.

Inductive Charging
Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).



Head-end LED Indicators
Keeps operator informed of position status. Solid green when in position or ready to transport; flashing amber when not in position or not ready to transport.

Trolley
Secures the cot into the Power-LOAD system.

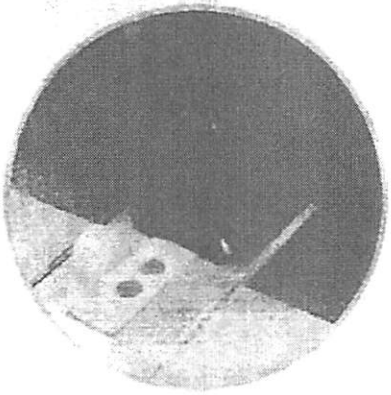
Lifting Arms
Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.

Linear Transfer System
Supports and guides the cot during loading and unloading.

Control Panel
Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.

Foot-end Release
Allows the cot to be disengaged from the patient compartment.

Battery Indicator
If the Power-LOAD system is in transport position, the battery LED will flash green, indicating the battery is being charged. If the battery is low the caution LED will flash amber.



Safety Hook
Assures handling confidence when loading and unloading in the event of power loss.

700lb
capacity

Features

1 Lifting Arms
Battery-powered hydraulic lift system supports the cot and patient during loading and unloading.

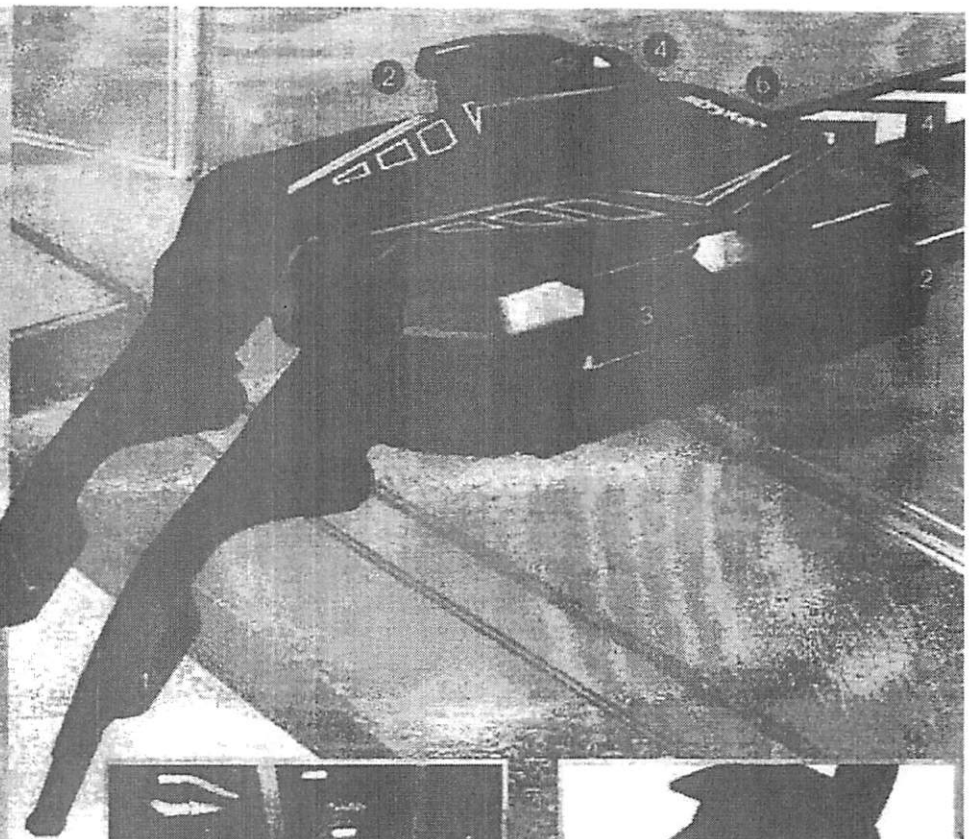
2 Head-end LED Indicators
Keeps operator informed of position status. Solid green when in position or ready to transport, flashing amber when not in position or not ready to transport.

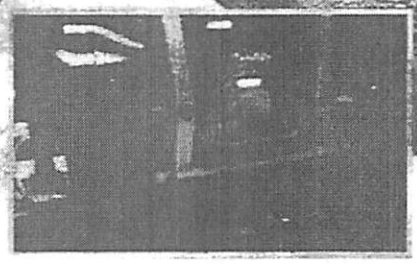
3 Control Panel
Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.

4 Cot Release Handles
Red release handles allow the cot to be disengaged from the Power-LOAD system when unloading.

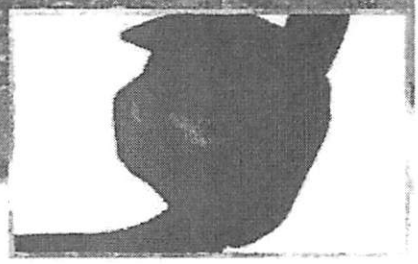
5 Linear Transfer System
Supports and guides the cot during loading and unloading.

6 Inductive Charging
Power-LOAD automatically charges the cot SMRT battery and Power-LOAD battery when in transport position (no cable or connectors required).

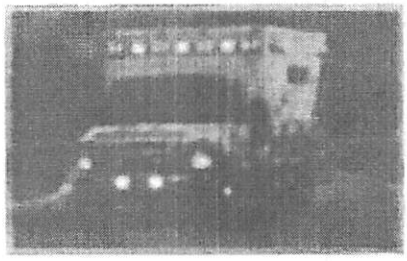




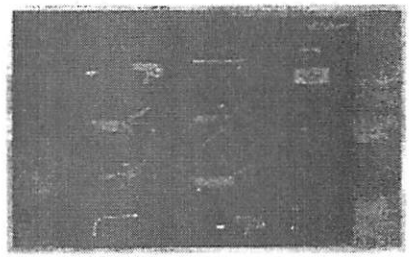
Inductive Charging
Power-LOAD automatically charges the SMRT battery when in transport position (no cable or connectors required).



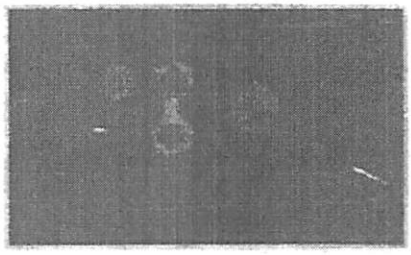
Power Controls
The Power-PRO cot controls the Power-LOAD system during loading and unloading for ease of operation and maximum convenience.



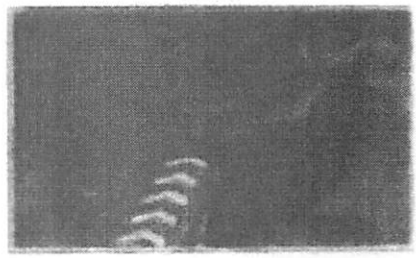
Low Electrical Demand
Power LOAD is self-powered, drawing minimal amperage from the vehicle (during charging process).



Operation Guide
Power-LOAD operation labels are provided and intended to be placed on the inside of the rear doors of the ambulance as a quick reference guide for Power-LOAD operation.



Control Panel
Allows complete operation for manual cots as well as the operation of powered cots in the event of a power loss.



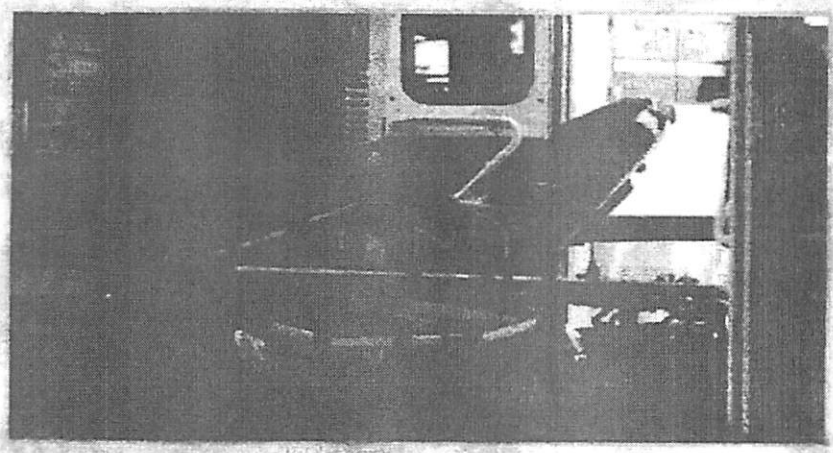
Marine Grade Hydraulic System
Provides reliable operation in harsh conditions.

Warranty

- [illegible]
- [illegible]

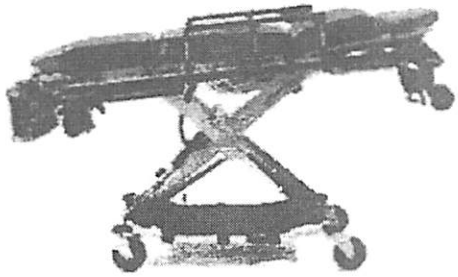
[illegible]

Certifications:
IPX6 IEC 60601-1
AS/NZS 4535:1999 BS EN 1789:2007

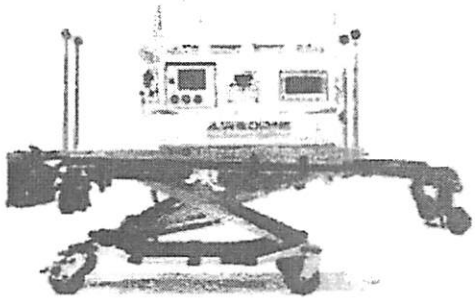


Power-LOAD Cot Compatibility

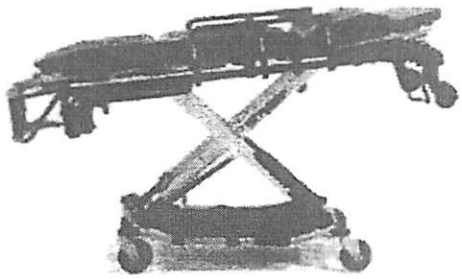
The Power-LOAD compatibility option is available for the Power-PRO XT, Power-PRO IT, and Performance-PRO. This system meets dynamic crash test standards for maximized occupant safety[1] and will automatically charge the Power-PRO XT and Power-PRO IT SMART battery.



Power-PRO XT Ambulance Cot

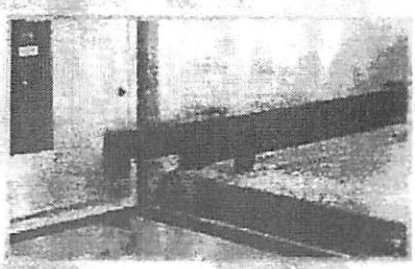


Power-PRO IT Ambulance Cot

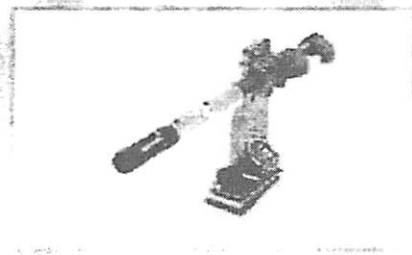


Performance-PRO XT Ambulance Cot

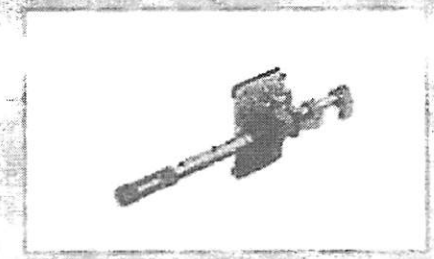
Optional Features



Wheel Guide
Required for applications when the Power-LOAD system is mounted near the wall. Keeps the wheels straight when loading and unloading.



Mass Casualty Floor Mount Assembly
Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.



Mass Casualty Wall Mount Assembly
Provides cot compatibility for non-upgraded Stryker X-frame cots. Assembly equipped with quick release mechanism for ease of operation.

Power-LOAD Specifications

Model Number	6390
Length	
[illegible]	[illegible]
[illegible]	[illegible]
Width	[illegible]
Weight	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Maximum Weight Capacity*	[illegible]
Minimum Operator Required	
[illegible]	[illegible]
[illegible]	[illegible]
Recommended Loading Height	[illegible]
Battery	[illegible]

[illegible]

stryker

Reconstructive

Hips
Knees
Trauma & Extremities
Joint Preservation
Orthobiologics

Medical & Surgical

Power Tools & Surgical Accessories
Image Guided Navigation
Endoscopy & Arthroscopy
Integrated Communications
Beds, Stretchers & EMS
Sustainability Solutions

Neurotechnology & Spine

Craniomaxillofacial
Interventional Spine
Neurosurgical, Spine & ENT
Neurovascular
Spinal Implants

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Portage, MI 49002 U.S.A.

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toll free: 800 327 0770

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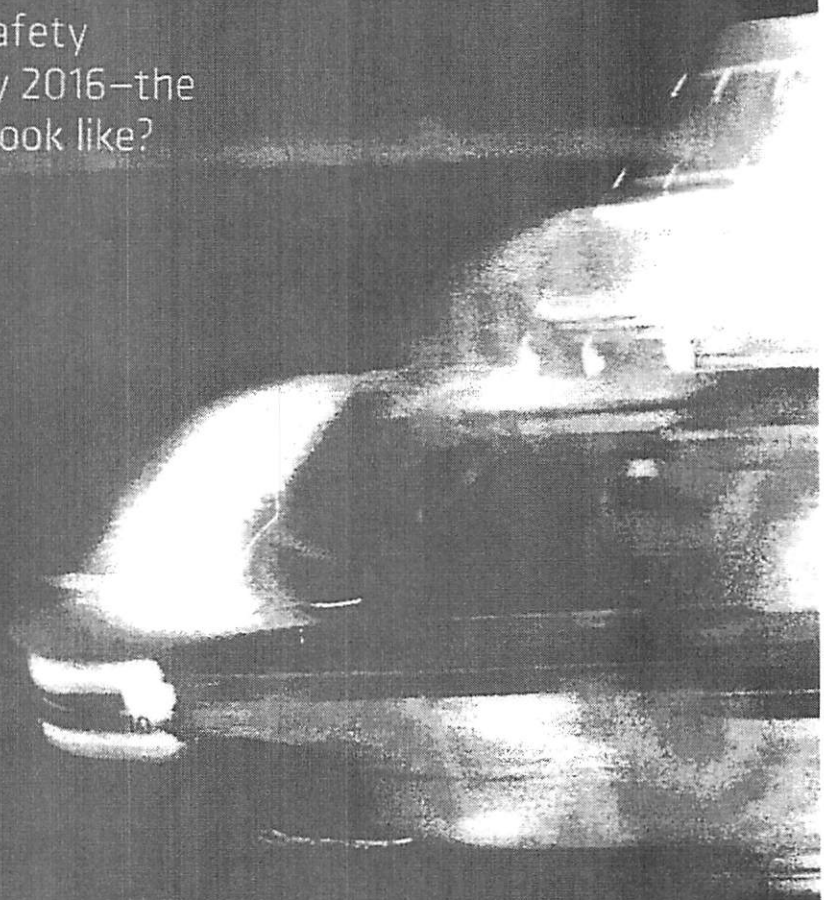
FSC
MIX
FSC® C020250

Addressing Ambulance

New ambulance design & safety standards will be in place by 2016—the question is, what will they look like?

By Jason Busch, Associate Editor



The safety and design standards for ambulances in the U.S. will soon be changing, but while the new requirements are supposed to be in place by 2016, the industry has yet to reach consensus on just what those standards will look like. This poses an interesting problem to ambulance manufacturers, which will need to abide by the new standards, and the office of EMS in each individual state, which will need to adopt one of two competing sets of requirements.

Since 1974, the KKK-A-1822 (A-1) purchasing specification—or "Triple K"—has served as the guideline by which federal agencies and grant recipients purchase ambulances. However, while a majority of states use the Triple K specs, ambulance manufacturers and their customers have raised concerns in recent years about the need for safety requirements that just aren't addressed in the guidelines. As a result, the Triple K standards are set to sunset at the end of this year and the EMS industry will need to adopt new guidelines beginning in 2016.

What's slowing that process down, however, are competing sets of standards on the table. Both the Commission on Accreditation of Ambulance Services (CAAS) and the National Fire Protection Association (NFPA) have proposed new ambulance guidelines, and each set of standards differs.

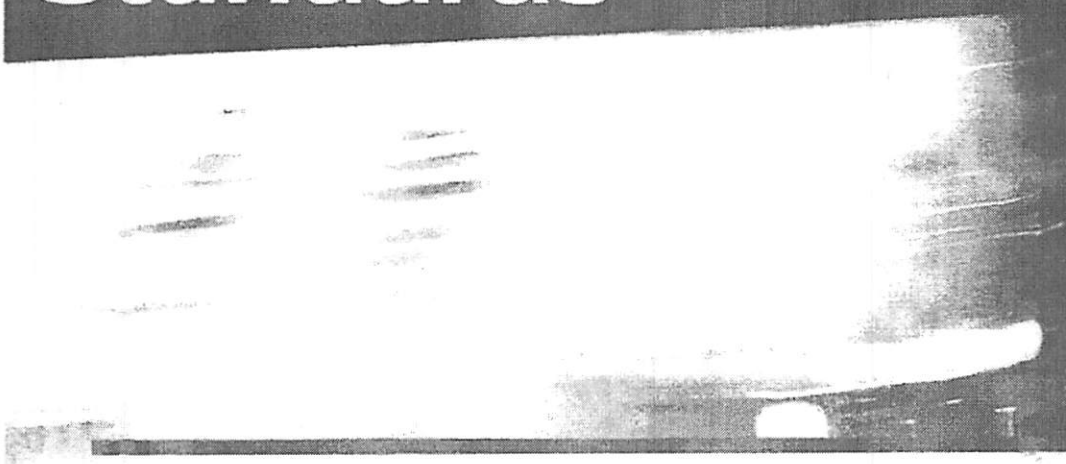
The NFPA's standard, NFPA 1917, is based on the organization's standards for fire apparatus. According to the NFPA, it was developed with consideration of the Federal Specification KKK-A-1822 and NFPA 1901, Standard for Automotive Fire Apparatus. NFPA 1917 defines the minimum requirements for the design, performance and testing of new automotive ambulances intended for use under emergency conditions to provide medical treatment and transportation of sick or injured people to appropriate medical facilities.

NFPA states the standard presents general requirements for ambulance design and performance, along with standalone chapters for ambulance components, including chassis, patient compartment, low-voltage electrical systems and warning devices, and line voltage electrical systems. NFPA 1917 also specifies provisions for test methods.

Published in 2012, NFPA 1917 immediately met with resistance from the EMS industry, which noted a number of requirements viewed as overly restrictive, including limits on design and speed.

Continued on page 54

Standards



THE TRIPLE K STANDARDS

AT THE END OF THIS YEAR.

Society of Automotive Engineers Releases Crash Safety Standards

When industry experts gathered in Nashville for EMS World Expo 2014 (see EMSWorld.com/12030641), among the topics of discussion was building ambulances to meet new crash safety requirements from the Society of Automotive Engineers (SAE). Those requirements, released in July 2014, are aimed at creating safer patient compartments and work environments for EMS personnel.

According to Jim Green, project officer, Division of Safety Research, National Institute for Occupational Safety and Health (NIOSH), the overarching goals of the effort to revise the ambulance crash safety standards were to:

- Provide patient compartment occupants with the same level of crash protection as passenger vehicles;
- Work with end users to ensure designs meet needs;
- Develop system-specific standards for publication to be referenced nationally or internationally in the near term;
- Incorporate changes into one or more bumper-to-bumper ambulance national standards in the long term; and
- Most important, ensure all proposed standards are based on actual test data.

Among the new requirements is the J3027 recommended practice that describes testing procedures for evaluating the integrity of ground ambulance patient litters, litter-retention systems and patient restraints in frontal and side-impact collisions. Its purpose, the SAE says, is to provide litter manufacturers, ambulance builders and users with testing procedures and acceptance criteria to ensure the patient litter, its retention system and the patient restraint utilize dynamic performance test methodologies similar to those applied to other vehicle seating and occupant restraint systems. It includes descriptions of the test setup, instrumentation, photographic/video coverage, test fixtures and performance metrics.

Released at the same time as J3027, J3043 explains dynamic and static testing procedures for evaluating the integrity of equipment-mount devices or systems in a frontal or side crash. It is intended to provide equipment manufacturers, ambulance builders and users with testing procedures and acceptance criteria to ensure mounting mechanisms meet the same performance criteria across the industry. It allows manufacturers to conduct either dynamic testing or static testing.

A third recommendation, J3026, specifies testing procedures to evaluate the integrity of ground ambulance occupant seating and restraint systems for workers and civilians transported in the patient compartment during frontal and side collisions. This practice is based on specific dynamics of the ambulance patient compartment and doesn't apply to other vehicle applications or seating positions. J3026 accommodates seating systems installed in multiple attitudes, including side-facing, rear-facing and forward-facing. Its purpose is to ensure ambulance occupant seating and restraint systems meet similar performance criteria as FMVSS 208 requires for seat-belted passengers in light vehicles.

Additional work on these standards remains underway, Green said. This includes:

- SAE J3057: Patient compartment structural integrity standard, which will dynamically and statically test the modular body to improve a builder's ability to design and test for roll impact loading. Likely to be published in summer 2015;
- SAE J3058: Cabinet and cabinet latch integrity standard, which will ensure cabinets retain equipment using established crash pulses. Likely to be published in summer 2015;
- Interior surface delethalization involves making impact surfaces less likely to injure the worker or patient; and
- EMS Worker Anthropometry Study, which will assess body sizes and shapes (620 human subjects planned—480 completed so far).

TABLE 1: COMPARING THE TRIPLE K, CAAS AND NFPA AMBULANCE STANDARDS

Requirement	KKK A-1822F	CAAS GVS-2015
Access handrails	Grab handle on the inside of each door or adjacent body structure	Grab handle on the inside of each door and recessed overhead grab rail are required
Access to patient	Primary attendant seat positioned a minimum of 25" from head of cot	Primary attendant seat positioned a minimum of 25" from head of cot
AMO testing to verify compliance	AMO tests 1-26 are required	AMO tests 1-26 are required
Bulkhead/partition	Bulkhead with latchable door	Bulkhead with window required and sliding door optional
Cabinet storage load	Not specified pending SAE requirements	Not specified pending SAE requirements
Chevrons	Optional	Purchaser to specify
CO monitor	Testing per AMO 007 required	Testing per AMO 007 required
Engine hour meter	Optional	Optional
Equipment stowage criteria	Minimum 35 cubic feet of internal storage, all devices to be fastened to manufacturers' requirements	Purchaser to specify stowage requirements
Floor loading height	Maximum is 34"	Maximum is 34"
Floor testing requirements	AMO 20 floor deflection test required to prove floor load capacity	AMO 20 floor deflection test required to prove floor load capacity
Generator requirements	Not specified	Not specified
Ground lighting/grabs vehicle	Step wells to be illuminated	Step wells to be illuminated
Litter fasteners and anchorages	NIOSH/SAE J3027 may be required in Change #7 effective July 2015	NIOSH/SAE J3027 standard required
Main electrical printed circuit board	Certified to "Class 3 life support" standard	Certified to "Class 3 life support" standard
Mounting and retention of equipment	NIOSH/SAE J3043 may be required in Change #7 effective July 2015	NIOSH/SAE J3043 standard required
Occupant payload calculations	Weight calculated at 175 lbs. per person	Weight calculated at 175 lbs. per person
Patient compartment seating	NIOSH/SAE J3026 may be required in Change #7 effective July 2015	NIOSH/SAE J3026 standard required
Payload requirements	Type II 1,500 lbs. before options; Type III 1,750 lbs. before options; Type III AD 2,250 lbs. before options	All types 1,800 lbs. minimum payload after all options
Reflective striping	6"-14" orange reflective stripe around body	Purchaser to specify
Required door openings	Rear and side doors required; minimum dimensions provided	Rear and side doors required; minimum dimensions provided
Seat belt warning	"Fasten Seat Belt" label required	"Fasten Seat Belt" label required
Suspension clearance angles	Approach: 20 degrees; breakover: 10 degrees; departure: 10 degrees	Approach: 20 degrees; breakover: 10 degrees; departure: 10 degrees
Tire pressure monitor	Optional	Optional
Vehicle type certification	Proof of compliance and complete certification testing by ISO-approved laboratory is required for each type	Proof of compliance and complete certification testing by ISO-approved laboratory is required for each type
Warning indicators	Door ajar light	Door ajar light
Warning lights	KKK or NFPA configuration acceptable	Purchaser to specify
Wire harness protective loom	300° F maximum rated	300° F maximum rated
Wiring	SXL, CXL copper wiring or better	SXL, CXL copper wiring or better

NFPA 1917
Interior or exterior grab handles on the cab and patient compartment at each step location
Seat to seat dimension provided to allow for multiple set positions
Some AMD body required
Bulkhead with optional window
Each cabinet to be labeled with maximum load
50% of stair required to have reflective chevrons in specific red-yellow/green-blue
Monitor required
Required
All equipment 3 lbs. or more to be mounted or stored in an enclosure or bracket
No maximum load height specified
AMD 20 compliance not required. NFPA minimum face load is lower
Detailed requirements included
Under body lighting required at all chassis/axle points
NIOSH/SAE J827 may be required in 2016 edition
Certified to "Class 2 commercial/industrial assembly" standard
NIOSH/SAE J2061 may be required in 2016 edition
Weight calculated at 175 lbs. per person
NIOSH/SAE J2026 may be required in 2016 edition
Purchaser to set minimum payload
4" reflective stripe covering minimum 25% of front and 50% of length
Two means of escape required, minimum size 20" x 24"
Seat belt monitoring system required with visual and audible alarms in cab and patient compartment
Approach 10 degrees, breakover 10 degrees, departure 10 degrees
Visual indicator or monitor required
Manufacturer may self-certify with exception of generator installation which requires third-party testing
"DO NOT MOVE" lights attached to open-down equipment rack not closed, or attached device open/deployed
NFPA zone lighting or KKK acceptable
1947 maximum rated
310, 535 or C45 acceptable; strands other than copper permitted

In response, CAAS, a not-for-profit ambulance accreditation organization, came out with its own set of standards, the CAAS Ground Vehicle Standard (GVS-2015). Developed by a coalition of industry groups from EMS and the fire service, the CAAS guidelines identify the minimum requirements for new EMS ground ambulances built on OEM chassis and prepared for use as an ambulance. This standard applies to new vehicles only and does not include:

- Military vehicles/combat support ambulances
- Wheelchair vans/transport vehicles
- Mass-casualty vehicles/ambulance buses
- Refurbished or remounted ambulances
- Fire apparatus

According to CAAS, the purpose of the CAAS GVS-2015 is to "best serve patients by providing ground ambulances that are safe, nationally recognized, properly constructed, easily maintained, and when professionally staffed and provisioned, will function reliably in prehospital or other mobile emergency medical service."

BOTH THE NFPA AND CAAS HAVE PLANNED REVISIONS TO THEIR STANDARDS DURING 2015.

Right now, there's no easy resolution in sight. Both the NFPA and CAAS have planned revisions to their standards during 2015, and as of now neither plan seems to have gained a foothold across the entire EMS industry.

But if one plan does gain universal acceptance, it's going to dramatically affect the way ambulances are designed for years to come. Right now ambulance manufacturers can design and build to any standard. But if there's just one accepted standard going forward, it's going to make it easier and more cost effective for manufacturers to build vehicles. And it very likely could mean new safety features on ambulances that better protect the lives of patients and providers.

REFERENCES

CAAS. Ground Vehicle Standard (GVS-2015). www.groundvehiclestandard.org.

NASEMSO. Differences Between NFPA 1917 (8/29/12), KKK-F and ASTM. www.nasemso.org/Projects/AgencyAndVehicleLicensure/documents/NFPAfinalcondensedcomparisons11-12.pdf.

NFPA. NFPA 1917: Standard for Automotive Ambulances. www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1917.

City of Saratoga Springs

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Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

Safety Committee
Rank #4
7/14/15

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021
2016 Capital Budget Safety Committee Submission

Department: **DPW Safety Committee** YR **2016**

Project Title **Saratoga Arts Council Foundation Drainage Gallery & Theater Entrance**

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The Saratoga Arts Council has severe moisture and drainage issues that have impacted the structural integrity of the foundation that faces Broadway. Substantial mold remediation will need to occur as the foundation is dug out, drainage installed and mold remediation completed. There is a potential issue for continued occupancy in the downstairs level in space that the Film Forum and children's programs occur. This structural issue has been identified for several years, but has reached a critical status that is impacting the structural integrity of the building.

Estimated Cost:

Engineering and Construction	$	$ 270,000.00
Mold Remediation	$	30,000.00
Contract Administration	$	
Contingency	$	27,000.00
Operational (Annual)	$	
Total	$	327,000.00

A. Source of Funding: Bond Grant Source:

B. Means of Financing:

Prior Funding	$	
Local Taxes	$	327,000.00
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	327,000.00
Donation	$	
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	20 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☐ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by Life and Safety Issues

E. Insurance mandate: ☒ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☒ High Mandated by Protection of People and Buildin

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: [signature] Date: 7/14/15

Please use additional sheets if necessary

SCAC shall bear no responsibility for the public restroom facilities described in Section1 of this lease and indicated as attachment "A". The City shall exercise exclusive possession, control and maintenance of said restroom facilities. The City shall also be responsible for establishing a method or methods to provide and pay for heat, water, and electricity to said restroom facilities separately from the Leased Premises.

SECTION 9. LANDLORD'S RESPONSIBILITIES.

Under this Lease, the City shall maintain and repair the leased premises' foundation, floors, roof, exterior walls, all interior weight-bearing structural members such as columns, beams and girders, and the building's air conditioning and heating plant, mechanical, electrical and plumbing systems. However, if the repair or maintenance of the aforementioned components is caused in whole or in part by the act, neglect, fault or omission of SCAC or SCAC's agents, SCAC shall be responsible to pay for such repair or maintenance and shall indemnify City for and hold the City harmless from and against all other liabilities incurred by the City in connection therewith. The City shall have a reasonable time after receiving written notice from SCAC to perform necessary repairs or maintenance to the aforementioned components. SCAC waives all rights granted under any law to make repairs to the aforementioned components at the City's expense.

SECTION 10. ENTRY BY LANDLORD.

The City shall have the right of access to the leased premises at reasonable times and upon reasonable notice to SCAC for examining and inspecting the leased premises and for necessary maintenance and repairs. The City's entry on the premises shall not, under any circumstances, be deemed to be a forcible or unlawful entry into, or a detainer of, the leased premises.

SECTION 11. LIENS AND ENCUMBRANCES.

SCAC agrees to keep the leased premises free from all liens, security interests and encumbrances of any kind, and to hold the City, its officials, employees, agents and representatives, harmless from and against all such liens, security interests and encumbrances and all liabilities which may be incurred by the City or its officials, agents, representatives or employees in connection with any liens, security interests and encumbrances. If SCAC fails to keep the premises free of liens, security interests and encumbrances, then, in addition to any other rights and remedies available to the City, the City may take any action necessary to discharge any liens, security interests or encumbrances, including, but not limited to, payment to the claimant on whose behalf the lien, security interest or encumbrance was filed.

City of Saratoga Springs

OFFICE OF CITY ENGINEER
CITY HALL
474 Broadway
Saratoga Springs, New York 12866

Telephone 518-587-3550
Fax 518-580-9480

PAUL K. MALE, P.E., P.L.S.
CITY ENGINEER

DEBORAH M. LABRECHE, P.E.
ASSISTANT CITY ENGINEER

STAN BORDEN
SENIOR ENGINEERING TECHNICIAN

ARTS COUNCIL ROOF & FOUNDATION DRAINAGE

I. EXISTING PROBLEMS:

1. Roof and ground runoff concentrate water/cause ponding next to foundation
2. Lack of positive drainage away from perimeter
3. Lack of foundation drain, damp proofing on foundation wall, free-draining layer next to wall.
4. Permeable surface next to foundation.
5. Shade on north and west sides.
6. Vegetation creates debris on roof. Gutter clogged at Theater entrance and not functioning.
7. Runoff from Spring St and site grades around north entrance cause mud and ponding.
8. Lack of established turf on north side from shade and acid from pine tree.
9. No overhangs, water saturates brick façade.
10. Valleys concentrate water, splashing on building.
11. Catch basins at main entrance and north elevation not effective.
12. Possible undersized/plugged storm drains around west and north elevations.

II. ROOF – Considerations:

1. Construct overhangs? Not likely with existing architectural features.
2. Trees: Trim and/or remove large pine on north elevation. Trim maple on east elevation. Trim and/or remove mulberry at southwest corner. (Dee Sarno complained of mulberries tracking into building.)
3. Install durable gutters (with screening), leaders and downspouts at valleys. Tie into existing storm drain basins (if functioning per Al Flick) or into new roof drain pipe at footing (see below).

III. FOUNDATION & SITEWORK– Considerations:

1. Slope grade away from building. Provide 6' wide low permeability soil/surface cap (6' min. width) sloping away from foundation.
2. Do test hole(s) to expose foundation on north and west elevations to determine drainage conditions.
3. Install footing perimeter drain with perforated pipe and crushed stone wrapped w/ fabric. Possibly install second solid roof drainpipe to tie downspouts into (parallel to perf'd pipe).
4. Damp proof foundation wall and add free-draining insulation, backfill with crushed stone wrapped w/ fabric.
5. Based on Al Flick's investigation, replace catch basin(s) and storm drain(s) as needed.
6. Establish turf on north side.
7. Regrade north access & sidewalk, install new curb on Spring St. **These site grades are to be designed by Syvertsen Architecture under the restrooms project currently underway.**

Prepared by Debbie LaBreche, P.E. 11/15/07

2

SARATOGA ARTS

Joel Reed <jreed@saratoga-arts.org>

Leaks at Gallery Entrance

1 message

Debbie Labreche <debbie.labreche@saratoga-springs.org> Fri, Jun 3, 2011 at 2:43 PM
To: Joel Reed <jreed@saratoga-arts.org>

Joel:

Here are the photos from yesterday's visit showing the leaking at the gallery entrance and music room below. As we noted, it appears that the water is splashing against the brick wall and getting into the open mortar joints. Also, there should be a diverter/cricket at both sides of the round roof. As you mentioned, there are other areas where the slate and rubber need repair. Will you be providing a description of the roof's problems as we discussed?

Debbie

Confidentiality/Privilege Notice:
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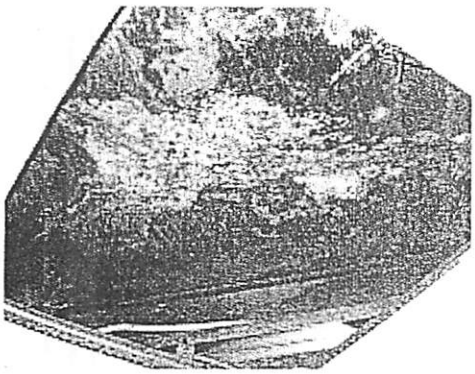
information from the City of Saratoga Springs and are intended solely for the use of the individual(s)
or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified
that any disclosure, copying, distribution, or taking any other action with respect to the contents of
this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify
the sender by return e-mail. Thank you for your cooperation.

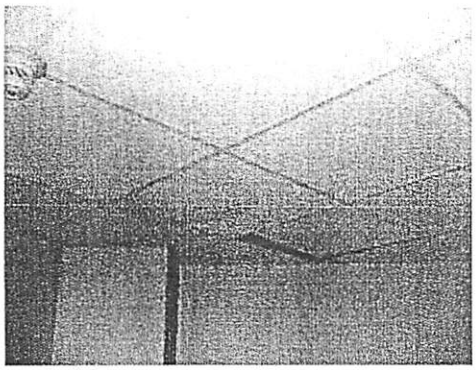
5 attachments

6-2-11 Arts Council Gallery Entrance Leak 004.jpg
92K

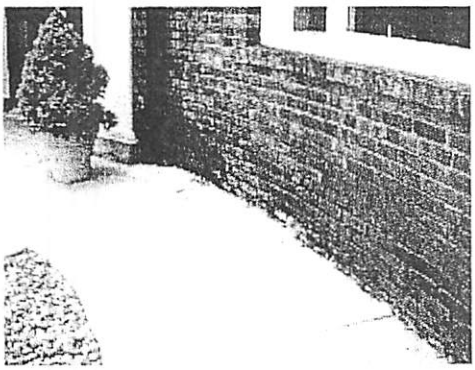
see other side



6-2-11 Arts Council Gallery Entrance Leak 001.jpg
112K



6-2-11 Arts Council Gallery Entrance Leak 002.jpg
131K



6-2-11 Arts Council Gallery Entrance Leak 003.jpg
90K

debbie_labreche.vcf
1K

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL 2016

Department _____ DPW

Project Title: Sewer Jet Machine

This machine would replace the current sewer cleaning machine truck No 56 a 1991 International Cab-Chassis equipped with high velocity Camel-jet sewer cleaner. This machine is a critical piece of equipment used for general maintenance and emergency cleaning of City's sanitary and storm water sewer systems. Given the age and general mechanical condition of this machine it is recommended this truck be replaced consistent with our fleet safety and replacement program.

Estimated Cost:

Design	$
Construction (equipment)	$ $252,000.00
Contract Administration	$
Contingency	$
Operational (Annual)	$
Total	$

A. Source of Funding: Sewer Budget Grant Source: _____

B. Means of Financing:

	Prior Funding	$
	Local Taxes	$
	Federal	$
	State	$
	Private (non-gov't)	$
water / sewer budget	Other Government	$ $252,000.00
	Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$
other debt obligation	$ $252,000.00

D. Useful Life (provide data for 3 years)

Estimated length useful life	25 years
Annual Maintenance/upkeep cost	Gen Fund/Reg Maint
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: [signature] Date: 7/15/15

Please use additional sheets if necessary

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL

Department Department of Public Safety-Traffic Maintenance

Project Title Road Striping Truck Replacement

Project Description (Purpose/Justification, include useful life, personnel, operational)

Replacement of an aging roadway striping truck. The Kelly Creswell truck mounted striper is a 1993, 50 gallon capacity atomized air paint machine that is essential for installing and maintaining the City's longitudinal roadway pavement markings, and has served the City for 22 years. It is in different degrees of operational capabilities and has a number of serious and minor deficiencies. Some major deficiencies include insufficient capacity, out dated technology that is no longer manufacture supported and extremely difficult to obtain repair parts, and is not capable of achieving current Federal and State retro reflective standards or line thickness requirements.

Estimated Cost:	Road Striping Truck	$ 178,218
		$
		$
		$
		$
	Total	$ 178,218.00

A. Source of Funding: Bonding Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ 178,218.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ 178,218.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

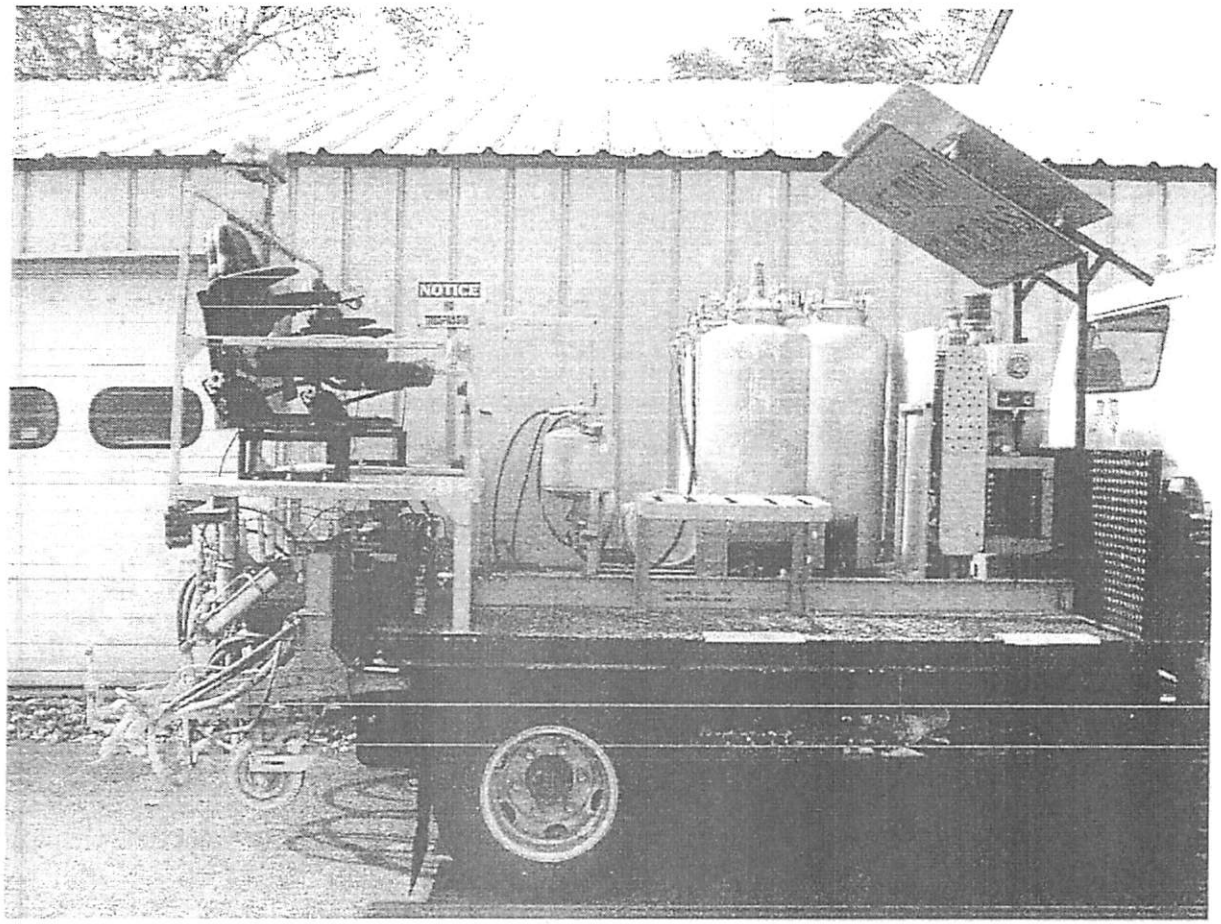
☐ Low ☐ Medium ☒ High Mandated by _____

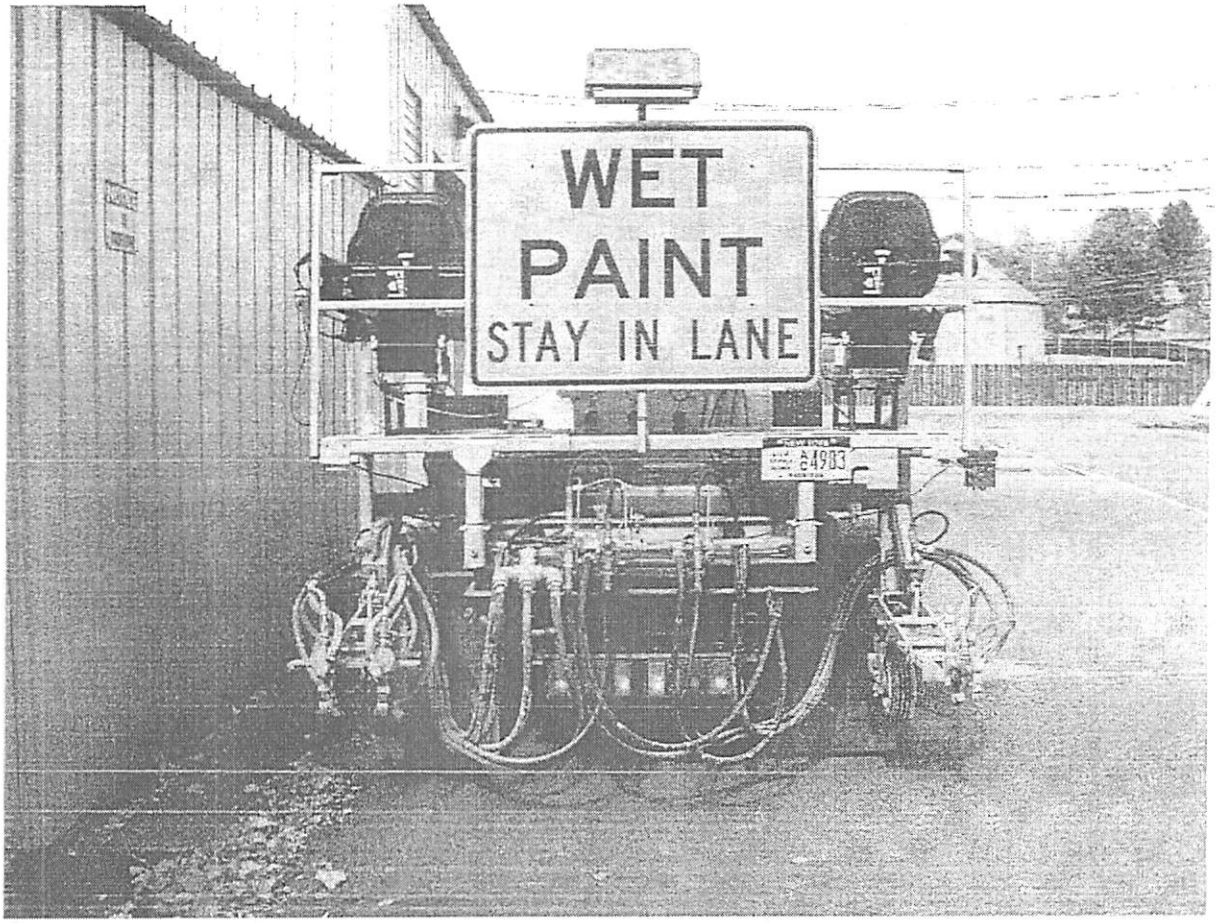
I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: [signature] Date: 6/24/15

Please use additional sheets if necessary

1993 Paint striping Truck




WET
PAINT
STAY IN LANE
A 4903

Proposed Paint Striping Truck Replacement

JCL Equipment Co.

PO Box 396
XENIA OH 45385

Ph: (800) 765-4637
Fx: (937) 374-0666

Email: info@jclequipment.com

www.jclequipment.com

Mr. Mark Benacquista
Department of Public Works
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

August 19, 2014

Dear Mark,

I apologize for the delay in getting you this quote. My right hand man, Tom retired after 20 years of service, and I am a little behind.

We are very interested in building your city a small airless striper. We would build it with the following components:

- Isuzu 2015 model NRR DSL REG Cab over truck, 19,950# GVW with 6,830# front axle, 12,980# rear axle, 5.19 liter 215 HP Isuzu motor with automatic transmission, 132.5" wheelbase, air conditioning, am/fm/cd two extra leaf springs on the rear axle
- Hydraulic Centerline carriage with two (2) Graco paint guns outside gun dual color and two (2) Graco bead guns. The paint guns will be mounted on electric vertical actuators.
- Hydraulic Edge line carriage with one (1) Graco paint gun and one (1) Graco bead gun with an adjustable width deflector. The paint gun will be mounted on electric vertical actuators.
- Two 60 gallon stainless steel paint tanks
- 750 pound pressure bead tank
- 35 cfm hydraulically driven compressor
- 2 x 8 gpm stainless steel paint pumps.
- 32 gpm load sense hydraulic pump to run the paint pumps, steering, compressor, vacuum pump, and pointer.
- 40 hp Kubota diesel engine with fuel run from the truck tank.
- 25 gallon hydraulic reservoir with 12 volt cooler
- Four (4) gun programmable skip line controller with a built-in linear foot counters
- David Clarke U3800 intercom system
- One 1 1/2" stainless steel loading pump
- Three (3) gun actuators
- Vacuum bead loading system

The total cost for the above truck would be $178,218.00. Generally we build these trucks in 4-5 weeks after we get the chassis, however our build schedule for next spring in filling up fast and it could take as long as 7-9 weeks in the months of Jan through May.

Optional Equipment:

1. Camera System with 2 cameras mounted

on actuators, a monitor, crosshair generator which are controlled from the cab	$10,425.00
2. Shade roof over the rear operator stations, built to customer's specification	$1,464.00
3. Hand paint gun mounted on rear of paint truck,	$585.00
4. Hand bead gun,	$935.00
5. Night light package including 8 LED work lights	$948.00
6. Work platform on the back of the truck 88" x 24"	$1,265.00

We customize all of our trucks to meet the needs of each striping crew. I would be happy to sit down with you and your crew to determine how to build a truck that will meet your striping requirements before you write procurement specifications.

If you have any questions or need additional information please contact me on 800.765.4637.

Sincerely,

Jim Lunay
President

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

Safety Committee Rank #3
7/14/15

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021
2016 Capital Budget Safety Committee Submission

Department: **Accounts: Risk and Safety** YR **2016**

Project Title **Security System Infrastructure**

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

This 2016 Capital Budget request is an extension of the City's existing security infrastructure. The request is for the addition of cameras to the existing security camera infrastructure in the Woodlawn Parking Garage and the installation of a security system in the City's owned Senior Center given the escalation of vandalism and vagrancy in these areas. Additionally, monies are requested to increase the retention and the storage capacity of the IT infrastructure in compliance with the insurance company's request. Lastly the existing cameras in City Hall are failing. Monies are requested to replace eight (8) existing cameras in City Hall that cannot be repaired, are poor in focus and exist in key locations for security purposes. Please see the attached sheets for details.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 50,010.00
Contract Administration		$
Contingency		$ 5,001.00
Operational (Annual)		$
	Total	$ 55,011.00

A. Source of Funding: Bond Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ 55,011.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ 55,011.00
Donation	$
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	10 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by Life and Safety Issues

E. Insurance mandate: ☒ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☒ High Mandated by Protection of People and Buildings

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ Date: 7/13/15

Please use additional sheets if necessary

Project Location	Description	Projected Cost
City Hall IT Infrastructure	City Street System Server with Increased Storage Capacity	$24,941.00
Woodlawn Parking Garage	Woodlawn Parking Garage Camera Additions 1st and 4th Floors	$7,654.56
Senior Center	Camera Installations Exterior and Entry Points	$12,814.00
City Hall Camera Replacements	Project Eight (8) Known Camera Replacements at $575/camera	$4,600.00
	Total Projected Cost	*$50,009.56*

City Street System Server w/Storage

002023
Version: 2

Digital Surveillance Solutions, Inc.
2727 Broadway Street
Buffalo, NY 14227
716-597-0369
www.dssvideo.com

Prepared For
City of Saratoga Springs
Marilyn Rivers
474 Broadway
Saratoga Springs, NY 12866
marilyn.rivers@saratoga-springs.org
5185873550

Prepared By
Mike Ruthman
Phone: 716-597-0369
Email: miker@dssvideo.com

Hardware		Price	Qty	Extended
Hardware pricing sourced from NYS OGS Contract PT65344				
Retriever54Tv2	DSS Recording Server - 2U High Density NVR - 6 Core 1.6Ghz; 8GB RAM; (9x) 6TB HDDs; (2x) 500GB HDDs; (2x) 400GB Intel SSD; RAID 0, 5, 6, 48TB usable storage, includes 5 year on-site NBD warranty, Windows Server 2012R2	$21,079.32	1	$21,079.32
			Hardware Subtotal	**$21,079.32**

Software		Price	Qty	Extended
Milestone pricing sourced from NYS OGS Contract PT65344				
Milestone Corporate Camera Licenses - New City/Street Surveillance Server {Milestone will provide special pricing of 50% off MSRP for this project.}				
XPCODL	Milestone XProtect Corporate Device Channel License XProtect Corporate Device Channel License	$164.50	7	$1,151.50
YXPCODL	Milestone One yr SUP for XProtect Corporate Camera/Device Channel License One year SUP for XProtect Corporate Device Channel License	$30.00	7	$210.00
			Software Subtotal	**$1,361.50**

Services		Price	Qty	Extended
Labor pricing sourced from NYS OGS Contract PT65344				
Service - T&M	Configuration & Programming - Installation - Make All Necessary Connections - Video Software/Archive Configuration - Move Cameras from Exacq NVR - Customer Training	$125.00	14	$1,750.00
Service - T&M	Project Management	$125.00	6	$750.00
			Services Subtotal	**$2,500.00**

City Street System Server w/Storage

002023
Version: 2

Digital Surveillance Solutions, Inc.
2727 Broadway Street
Buffalo, NY 14227
716-597-0369
www.dssvideo.com

Recap	Amount
Hardware	$21,079.32
Software	$1,361.50
Services	$2,500.00
Total	**$24,940.82**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____ Date _____

Woodlawn Parking Garage Camera Additions 1st and 4th Flr

002227
Version: 1

Digital Surveillance Solutions, Inc.
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Buffalo, NY 14227
716-597-0369
www.dssvideo.com

Prepared For
City of Saratoga Springs
Marilyn Rivers
City Hall, 2nd Floor 474 Broadway
Saratoga Springs, NY 12866
marilyn.rivers@saratoga-springs.org
5185873550

Prepared By
Mike Ruthman
Phone: 716-597-0369
Email: miker@dssvideo.com

Hardware		Price	Qty	Extended
Products sourced from NYS OGS Contract PT65344.				
0547-001	Axis M3026-VE 3 Megapixel Network Camera - Color, Monochrome - M12-mount - CMOS - Cable - Fast Ethernet	$610.06	2	$1,220.12
5503-921	T94F01M J-BOX/GANG BOX PLATE F/ M3006/7	$27.26	2	$54.52
1213F 0101000	Belden CAT5E+ 4PR F/UTP CMP REEL	$0.67	500	$335.00
Products sourced as NYS OGS Contract PT65344 Ancillary Items.				
EIRP410-2SFP-T	E-Linx 8 Port PoE w/SFP, Hardened Switch	$658.80	1	$658.80
EIRSP1	E-Linx EIRSP1, Surge Suppressor	$123.75	1	$123.75
DSR-240-48	E-Linx DSR-240-48 Power Supply	$203.75	1	$203.75
NB181608-1HFS	18x16x8 Inch 120VAC W/P Enc w/Solid Fan/Heat Cont 18x16x8 Inch 120 VAC Weatherproof Enclosure w/Solid State Fan/Heat Controller	$526.50	1	$526.50
Miscellaneous	Miscellaneous - 1/2" EMT 10' x qty 10 Miscellaneous	$50.00	1	$50.00
Miscellaneous	Miscellaneous Misl Cabling Materials, Boxes, Firestop, Sleeves, Velcro, Metal Jacketed RJ45 connectors, etc. Miscellaneous	$50.00	1	$50.00
		Hardware Subtotal		**$3,222.44**

Software		Price	Qty	Extended
XPESCL	XProtect Essential Camera License XProtect Essential Camera License	$46.06	2	$92.12
		Software Subtotal		**$92.12**

Digital Surveillance Solutions, Inc.
2727 Broadway Street
Buffalo, NY 14227
716-597-0369
www.dssvideo.com

Services		Price	Qty	Extended
DSS Labor - NYS OGS PT65344				
Service - T&M	Service - T&M - Pipe & Core Drilling Service or project labor billed at actual work role rates.	$120.00	14	$1,680.00
Service - T&M	Service - T&M - Camera & Cable Installation Service or project labor billed at actual work role rates.	$120.00	10	$1,200.00
Service - T&M	Service - T&M - Software Testing and Tuning Service or project labor billed at actual work role rates.	$100.00	2	$200.00
Non-Contract Items				
Travel	Travel/Per Diem	$1,260.00	1	$1,260.00
		Services Subtotal		**$4,340.00**

Hardware-2nd and 3rd Floor Option	*Optional	Price	Qty	Extended
Products sourced from NYS OGS Contract PT65344.				
0547-001	Axis M3026-VE 3 Megapixel Network Camera - Color, Monochrome - M12-mount - CMOS - Cable - Fast Ethernet	$610.06	2	$1,220.12
5503-921	T94F01M J-BOX/GANG BOX PLATE F/ M3006/7	$27.26	2	$54.52
1213F 0101000	Belden CAT5E+ 4PR F/UTP CMP REEL	$0.67	450	$301.50
Products sourced as NYS OGS Contract PT65344 Ancillary Items.				
Miscellaneous	Miscellaneous - 1/2" EMT 10' x qty 8 Miscellaneous	$40.00	1	$40.00
Miscellaneous	Miscellaneous Misl Cabling Materials, Boxes, Firestop, Sleeves, Velcro, Metal Jacketed RJ45 connectors, etc. Miscellaneous	$50.00	1	$50.00
	***Hardware-2nd and 3rd Floor Option Optional Amount**			**$1,666.14**

Software-2nd and 3rd Floor Option	*Optional	Price	Qty	Extended
XPESCL	XProtect Essential Camera License XProtect Essential Camera License	$46.06	2	$92.12
	***Software-2nd and 3rd Floor Option Optional Amount**			**$92.12**

Digital Surveillance Solutions, Inc.
2727 Broadway Street
Buffalo, NY 14227
716-597-0369
www.dssvideo.com

Services-2nd and 3rd Floor Option	*Optional	Price	Qty	Extended
DSS Labor - NYS OGS PT65344				
Service - T&M	Service - T&M - Pipe & Core Drilling Service or project labor billed at actual work role rates.	$120.00	14	$1,680.00
Service - T&M	Service - T&M - Camera & Cable Installation Service or project labor billed at actual work role rates.	$120.00	10	$1,200.00
Service - T&M	Service - T&M - Software Testing and Tuning Service or project labor billed at actual work role rates.	$100.00	2	$200.00
Non-Contract Items				
Travel	Travel/Per Diem	$1,260.00	1	$1,260.00
			***Services-2nd and 3rd Floor Option Optional Amount**	**$4,340.00**

Recap	Amount
Hardware	$3,222.44
Software	$92.12
Services	$4,340.00
Total	**$7,654.56**

*Optional Expenses	Amount
Hardware-2nd and 3rd Floor Option	$1,666.14
Software-2nd and 3rd Floor Option	$92.12
Services-2nd and 3rd Floor Option	$4,340.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Senior Center

002154
Version: 1

Digital Surveillance Solutions, Inc.
2727 Broadway Street
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Prepared For
City of Saratoga Springs
Marilyn Rivers
City Hall, 2nd Floor 474 Broadway
Saratoga Springs, NY 12866
marilyn.rivers@saratoga-springs.org
5185873550

Prepared By
Mike Ruthman
Phone: 716-597-0369
Email: miker@dssvideo.com

Hardware		Price	Qty	Extended
Products sourced from NYS OGS Contract PT65344.				
JackRT8T	Ultra-Small Footprint NVR - Pentium G2020T; 4GB RAM; 120GB SSD Live RAID 0/1; 8TB Archive RAID 0/1; 500GB OS RAID 0/1	$3,374.25	1	$3,374.25
JackRTE3Upg	E3-1220V2 Quad Core Upgrade for DSS JackRT Servers - Must be ordered at time of purchase.	$374.25	1	$374.25
0547-001	Axis M3026-VE 3 Megapixel Network Camera - Color, Monochrome - M12-mount - CMOS - Cable - Fast Ethernet	$610.06	5	$3,050.30
SwitchGP8	8 Port 10/100/1000 PoE+ Fully Managed L2 Switch - 67W PoE Budget; 2 Dual-Personality GbE Uplinks	$650.37	1	$650.37
2413 005A1000	Belden Cat 6+ Plenum, non-shielded, GREEN Belden Cat 6+, Plenum, non-shielded, GREEN	$0.39	500	$195.00
AX101320	Belden 1 Port Mod Jack KeyConnect, Cat6, WHITE 1 Port Mod Jack KeyConnect, Cat6	$7.16	12	$85.92
AX104132	Belden 1 port side entry box Belden 1 port side entry box	$2.35	5	$11.75
			Hardware Subtotal	**$7,741.84**

Software		Price	Qty	Extended
XPESBL	XProtect Essential Base License XProtect Essential Base License (includes 2 camera licenses and 1 year SUP)	$93.06	1	$93.06
XPESCL	XProtect Essential Camera License XProtect Essential Camera License	$46.06	3	$138.18
			Software Subtotal	**$231.24**

Services	Price	Qty	Extended
DSS Labor - NYS OGS PT65344			

Digital Surveillance Solutions, Inc.
2727 Broadway Street
Buffalo, NY 14227
716-597-0369
www.dssvideo.com

Services		Price	Qty	Extended
Service - T&M	Service - T&M - Camera & Cable Installation Service or project labor billed at actual work role rates.	$120.00	32	$3,840.00
Service - T&M	Service - T&M - Server installation Service or project labor billed at actual work role rates.	$125.00	4	$500.00
Service - T&M	Service - T&M - Project Meetings & Management Service or project labor billed at actual work role rates.	$125.00	1	$125.00
Service - T&M	Service - T&M - Software Testing and Tuning Service or project labor billed at actual work role rates.	$125.00	2	$250.00
Service - T&M	Service - T&M - Administrator/End User Training & System Documentation Service or project labor billed at actual work role rates.	$125.00	1	$125.00
		Services Subtotal		**$4,840.00**

Recap	Amount
Hardware	$7,741.84
Software	$231.24
Services	$4,840.00
Total	**$12,813.08**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

Digital Surveillance Solutions, Inc.
2727 Broadway Street
Buffalo, NY 14227
716-597-0369
www.dssvideo.com

Policy

Project Notes:
- Ethernet cable will be installed above ceiling tile or open spaces to/from camera locations and server.
- DSS will provide Cat 6+ cabling and testing to/from camera locations and server.
-Saratoga Springs will provide 120v electrical power for recording server.
-Saratoga Springs will provide UPS back up for recording server and PoE switch.
-Saratoga Springs IT will provide IP scheme for cameras and recording server.
- An 8 port PoE switch has been quoted for this system to be connected to building network.
-Milestone Smart Client to be installed on customer provided workstation with network connectivity for camera viewing and administration.
- Support Agreements are available from DSS. Please inquire regarding support plan options. If customer does not have a support plan for this system all support/work performed after warranty period will be at T&M rates.

DSS will provide a 90 day workmanship warranty for this project.

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department Recreation Department YR **2016**

Project Title: Playgrounds and Facilities

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The playgrounds are in need of updating and expansions. Expansion plans may include an adult fitness park, additional youth equipment, and/or replacement of current equipment Some or all of the following parks may be included: East, West, North, South, and Veterans Memorial. Other items may include building and grounds renovations.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 500,000.00
Contract Administration		$
Contingency		$ -
Operational (Annual)		$
	Total	$ 500,000.00

A. Source of Funding: Sub Division Rec Grant Source: Pending

B. Means of Financing:

Prior Funding	$	
Local Taxes	$	
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	300,000.00
Donation	$	200,000.00
Reserve Funds	$	300,000.00
Grants	$	200,000.00
Transfers	$	
Current Taxes School Tax	$	
Notes	$	
Bonds	$	
Other debt obligation	$	

C. Methods of Financing

D. Useful Life (provide data for 3 years)

Estimated length useful life	15-25 yrs
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _____

E. Insurance mandate: [ ] Yes [X] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Hilinski Date: 8/3/2015

Please use additional sheets if necessary

East Side

KOMPAN

SALES PROPOSAL

COROCORD

KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-888-579-8223 * Fax 1-888-579-8224 * www.kompan.com

KOMPAN is a proud supplier partner of

U.S. COMMUNITIES
GOVERNMENT PURCHASING ALLIANCE

Date	06/30/14
Expiration Date	
Proposal No.	SP31392
Project	East Park
Ship to State/Zip	NY 12866
Customer Service Representative	Joedi Rice
Sales Representative	Brie Martinez
Payment Terms	NET 30

Site Location: 520236
East Park
Option 2
Corner Caroline St & Granger
Saratoga Springs, 12866
United States

Invoice-to: 630006
City of Saratoga Springs - Rec
Recreation Department
15 Vanderbuilt Ave.
Saratoga Springs, New York 12866
United States
John Hirliman

Ship-to:
East Park
Corner Caroline St & Granger
Saratoga Springs, NY 12866
United States

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		U.S. Communities Contract #110171				
		Equipment				
		Swing: 3 bay, 2 belt, 1 ADA, 1 infant				
1	SW910201-0809	SWING Complete Frame Double	1,173.00	1,173.00	15.00	997.05
2	SW910801-0809	SWING Start-End Double	952.00	1,904.00	15.00	1,618.40
2	SW990011-01	SWING SEAT- BELT	90.00	180.00	15.00	153.00
2	SW990021-00	INFANT SEAT	310.00	620.00	15.00	527.00
2	S67855	Made-For-Me Seat, 8' beam	602.00	1,204.00	15.00	1,023.40
1	ELE-CUSTOM	Elements Custom Config. ELE9401354	34,288.00	34,288.00	15.00	29,144.80
1	M26101-3418P	Daisy Desk w/Cover Patch	1,670.00	1,670.00	15.00	1,419.50
1	M17501-12P	WATER LILIES	920.00	920.00	15.00	782.00
1	M10670-12P	GANDER	970.00	970.00	15.00	824.50
1	M16801-12P	Ladybug HDPE In Ground- 60CM	920.00	920.00	15.00	782.00
1	ELE400021-3718	Blazer In Ground-90cm	4,150.00	4,150.00	15.00	3,527.50
1	M57170-3317P	ROTATING TABLE HDPE	1,240.00	1,240.00	15.00	1,054.00
						41,853.15

Continued on page 2.....

		Continued from page 1				41,853.15
1	ELE-CUSTOM	Elements Custom Config. ELE400104	4,685.00	4,685.00	15.00	3,982.25
2	ELE400024-3717BL	Spinner Bowl, Blue In Ground (colors TBD)	970.00	1,940.00	15.00	1,649.00
1	ELE400060-3717	Multispinner-Blue,Red, Green	8,499.00	8,499.00	15.00	7,224.15
1	GXY801421-3717	Spica 1 In Ground -90cm	2,120.00	2,120.00	15.00	1,802.00
		Swing: 5 Bay, 10 belts				
1	SW910201-0809	SWING Complete Frame Double	1,173.00	1,173.00	15.00	997.05
4	SW910801-0809	SWING Start-End Double	952.00	3,808.00	15.00	3,236.80
10	SW990011-01	SWING SEAT- BELT	90.00	900.00	15.00	765.00
1	EDGE-CUSTOM	Edge Custom ELE5900569	30,360.00	30,360.00	15.00	25,806.00
1	COR-CUSTOM	Custom Dome w/ Parkor & Nets	70,710.00	70,710.00	15.00	60,103.50
4	M87402-3617	Orbit 300 mm	230.00	920.00	15.00	782.00
1	FRT-PA	Freight Middletown PA	3,261.00	3,261.00		3,261.00
1	INSTALLATION	Installation	43,588.50	43,588.50	5.00	41,409.07
		Surfacing				
******	TFG-NYCE-14-00	EWF/CFH 14'/12""comp. 520 CY	1.03	10,704.79	10.00	9,634.31
1	FRT-OTHER	Freight for EWF	4,916.00	4,916.00		4,916.00
520	INSTALLATION	Installation of EWF per CY	12.00	6,240.00	5.00	5,928.00
18	PRP-R13C4836	Under Surface Mat	107.00	1,926.00	10.00	1,733.40
1	FRT-OTHER	Freight for swing/slide mats	378.00	378.00		378.00
18	INSTALLATION	Installation of swing mats	33.363	600.53	5.00	570.50
1	DEMOLITION	Demolition & disposal of existing Equipment	2,667.00	2,667.00	5.00	2,533.65
Total						**218,564.83**

Comments:
Please allow 14-16 weeks for product delivery upon order placement.
This quote assumes direct delivery.
This quote includes a charge for liftgate service.
Charges for payment / performance bonding are not included. An appropriate amount will be added if applicable.
Charges for permits are not included. An appropriate amount will be added if applicable.
Price assumes NO overhead (13'6" or lower) or underground (within 3'6" of surface) obstacles.
Please provide us with a copy of your tax-exempt certificate if applicable.
Customer is responsible for disposal of refuse / garbage.
The site should be as level as possible, and MUST have no more than a 1" (inch) in 10' (feet) slope
or change in elevation over the full length and width of the playground area.
This proposal assumes that there is no Prevailing Wage requirement for this job.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	173,150.00	25,972.50	147,177.50
Subtotal - Other Products	1,204.00	180.60	1,023.40
Subtotal - Surfacing	12,630.79	1,263.08	11,367.71
Subtotal - Installation & Other Services	53,096.03	2,654.81	50,441.22
Subtotal - Freight	8,555.00	0.00	8,555.00
Subtotal	**248,635.82**	**30,070.99**	**218,564.83**

Estimated Tax Rate	(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)	0.00
Total		**218,564.83**

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Argeement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days.

This proposal may be withdrawn if not accpeted by 08/29/14.

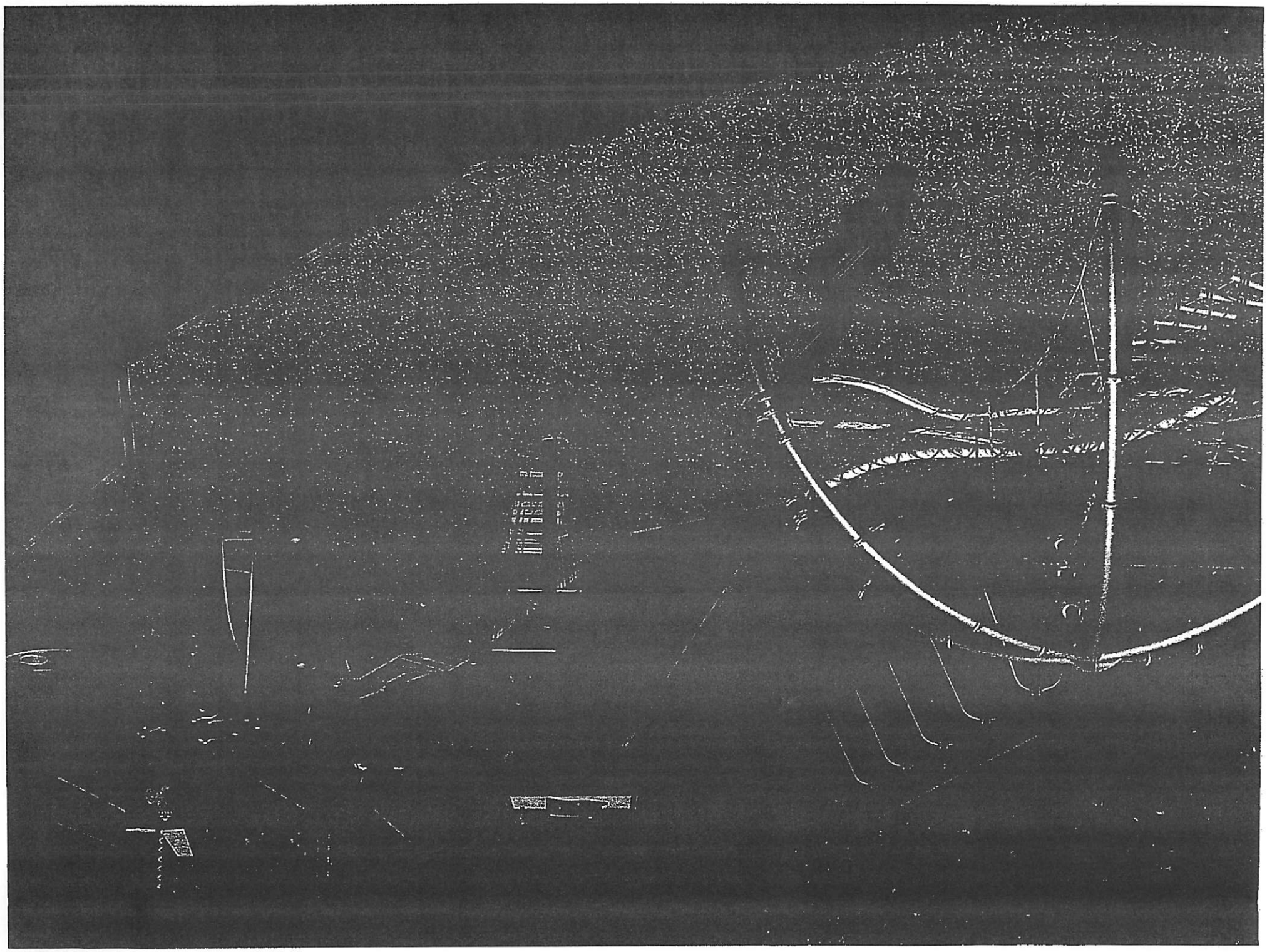
KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American"provision of the ARRA of 2009.

KOMPAN Authorized Signature:

Accepted By (signature): _____

Accepted By (please print): _____

Date: _____



East Side

EAST PARK

Project:
Model: As Noted
Rep: KOMPAN - Brie Buske-Martinez

KOMPAN

Date: 06/23/14
PSC:
Designer: chaled

SCALE: 1/16" = 1'-0"

FOR QUOTING ONLY
NOT FOR CONSTRUCTION

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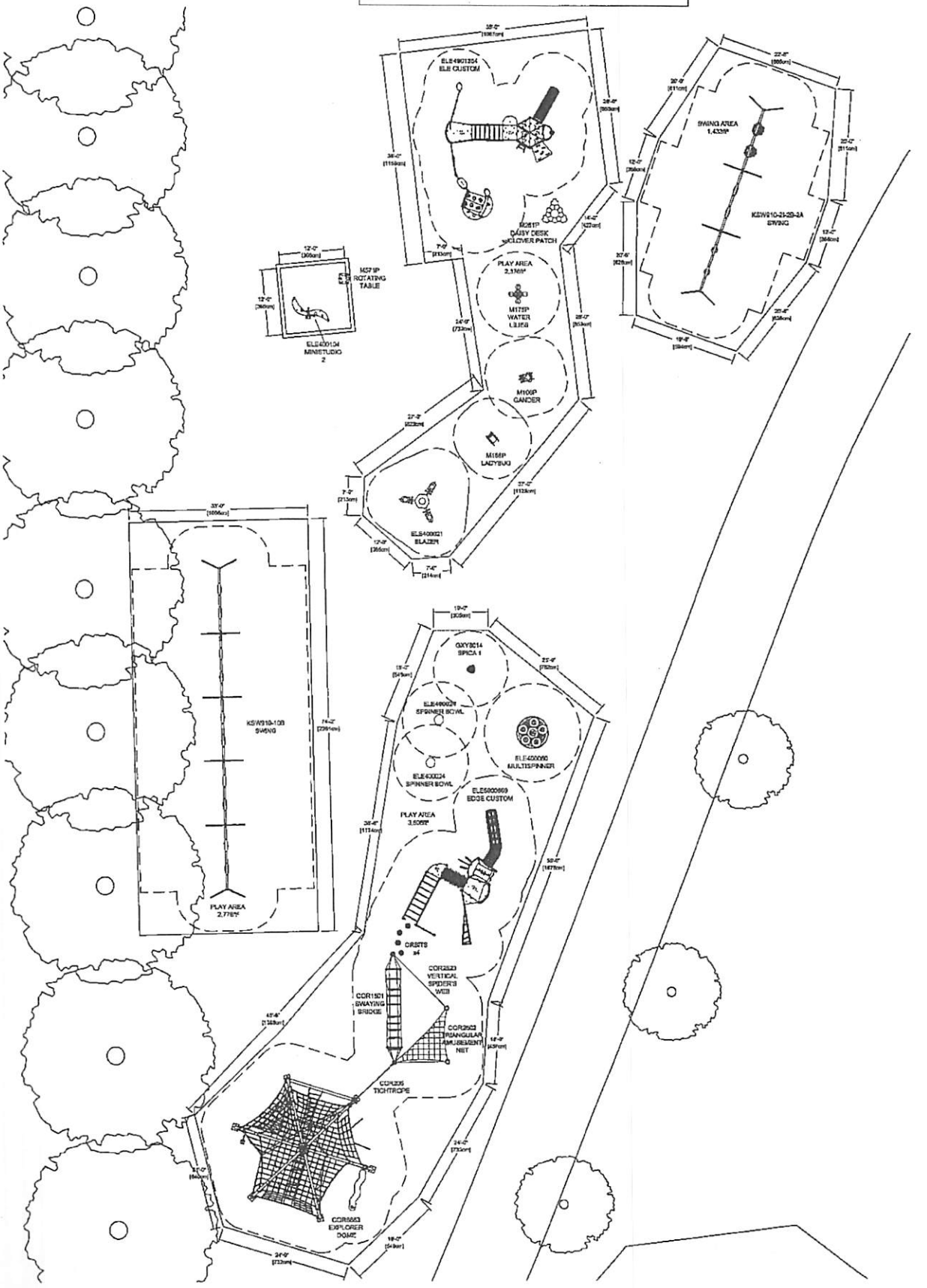
All composite structures shown require a site grade of 1% maximum.

For surface mount options, the concrete requirements may be up to 5½" of 3,500 psi minimum compressive strength. Contact KOMPAN for specific product requirements.

Site representation is based upon estimated site dimensions and cannot be used as an accurate way of determining site area.

Layout is in accordance with ASTM F1487-11



Name: Veterans Over $200K
Discount Applied: 15%

Discription	Number	Color Code	Full Price	Discounted Price	Weight	Installation
$ Bay Swing						
1Basket/1A/2I/3B		R	$9,935.00	$8,444.75	1,167	$2,483.75
Bloqx 4	BLX4103	G	$25,490.00	$21,666.50		$6,372.50
Spinner Bowl	ELE400024	G	$1,000.00	$850.00		$250.00
Spacenet	COR1011	R	$15,190.00	$12,911.50		$3,797.50
Supernova	GXY916	G	$7,590.00	$6,451.50		$1,897.50
Lg Rope Trail	COR2084	Y	$30,640.00	$26,044.00		$7,660.00
Explorer	ELE400008	G	$4,910.00	$4,173.50		$1,227.50
Speeder	ELE400019	Y	$1,190.00	$1,011.50		$297.50
Blazer	ELE400021	Y	$4,270.00	$3,629.50		$1,067.50
Flow 3	ELE400055	Y	$33,360.00	$28,356.00		$8,340.00
Epic	ELE500015	Y	$56,720.00	$48,212.00		$14,180.00
Free Runner	KPX120	Y	$4,800.00	$4,080.00		$1,200.00
Leg Lift Station	KPX126	Y	$2,650.00	$2,252.50		$662.50
Hand Bike	KPX130	G	$5,120.00	$4,352.00		$1,280.00
Dbl Chest Press	KPX131	Y	$6,430.00	$5,465.50		$1,607.50
Core Cycler	KPX222	Y	$6,830.00	$5,805.50		$1,707.50
Flex Trainer	KPX224	G	$3,170.00	$2,694.50		$792.50
Picnic Tables x2	KPL204	R	$3,380.00	$2,873.00	480	$845.00
Boarders & Mats	Guestimate		$5,000.00	$3,000.00		$1,250.00
				$0.00		$0.00
			$227,675.00	$192,273.75		$56,918.75

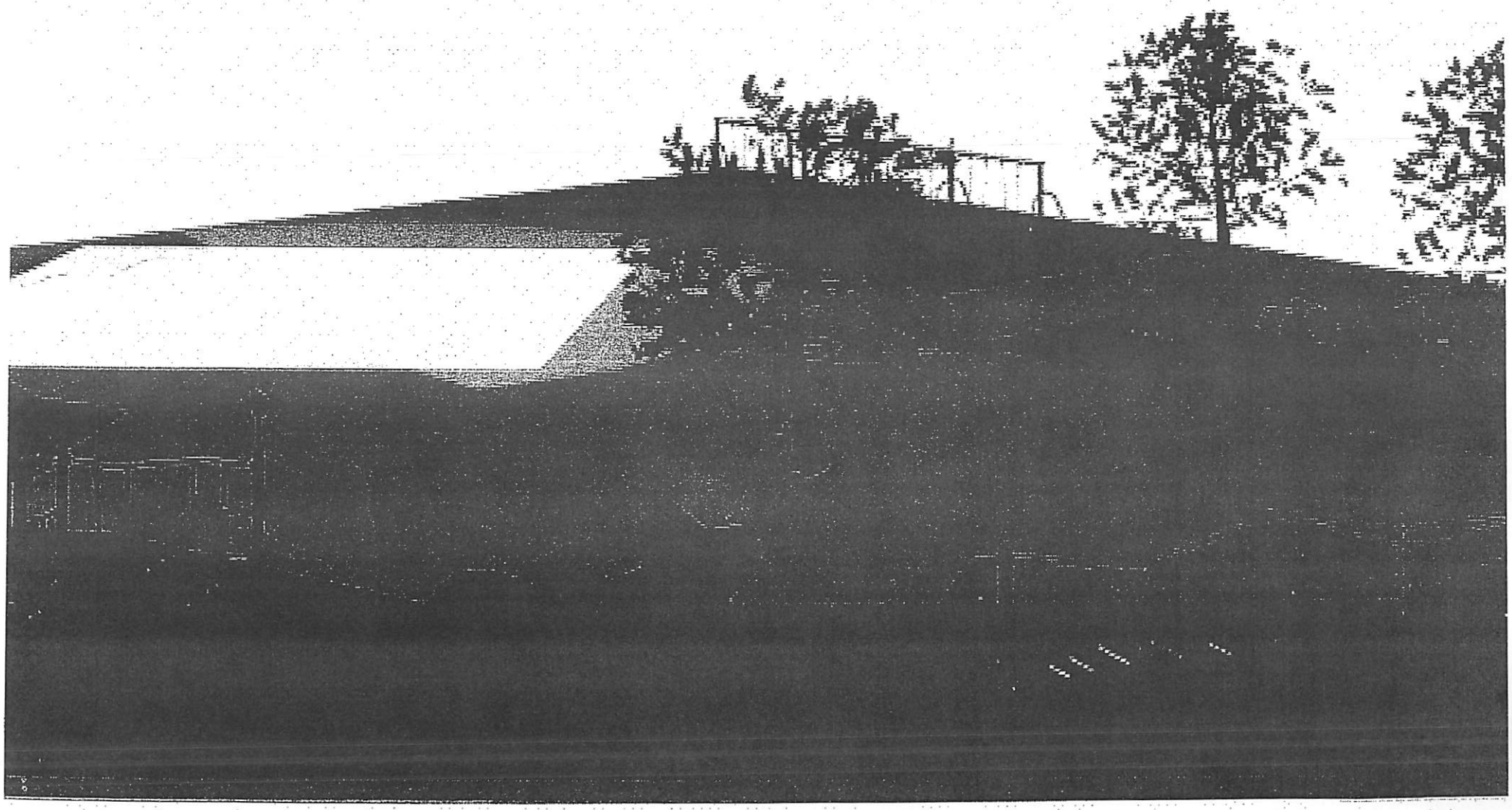
MWF Guestimate including Install:

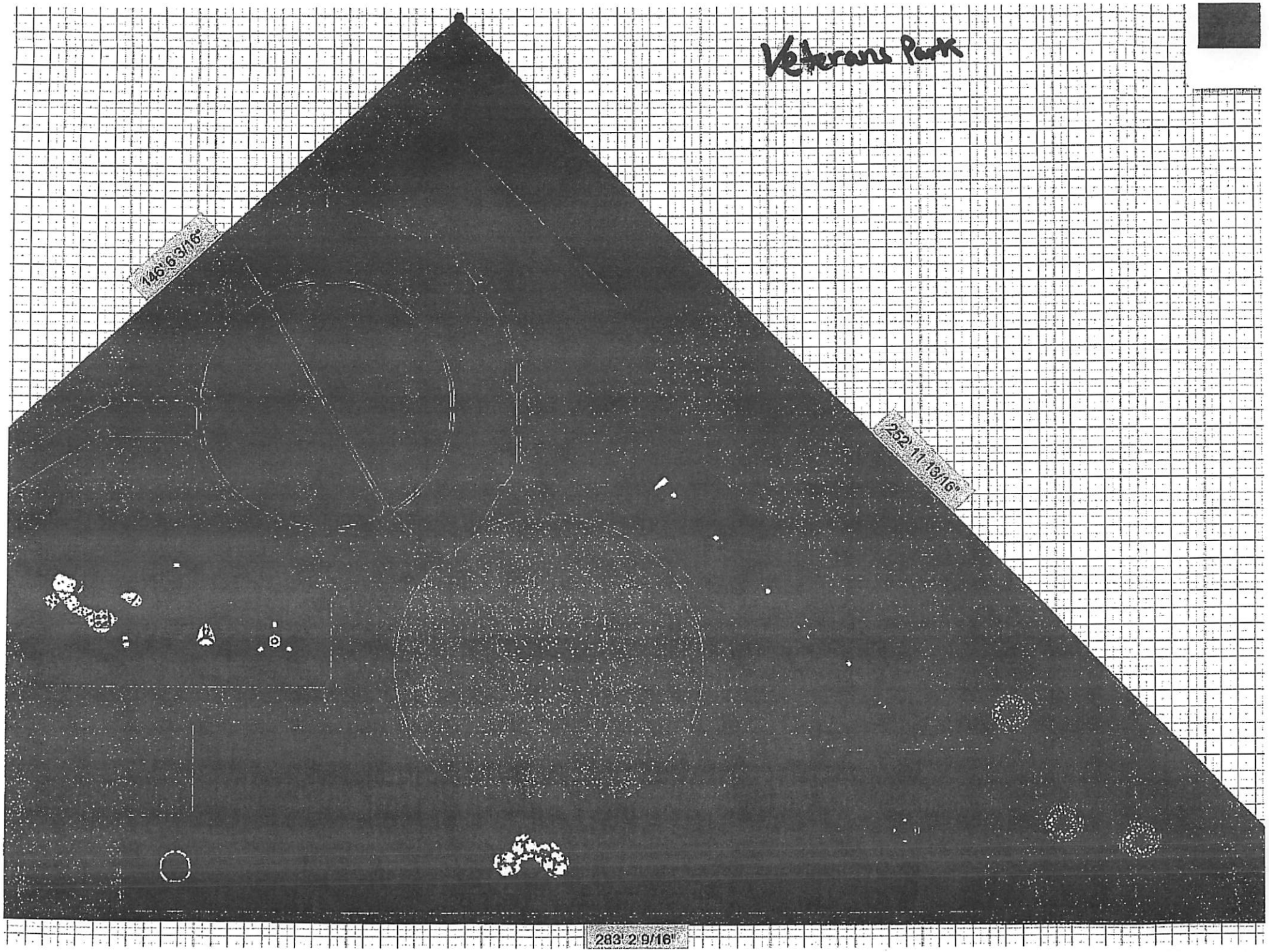
sq'	9919	$1.50	14878.5
			13390.65

Freight: $2,000.00

Projected Total w/Surfacing $264,583.15

Veterans Park




Veterans Park
146' 6 3/16"
252' 1 13/16"
263' 2 9/16"

Name: West Park Over $200K

Discount Applied: 15%

Discription	Number	Color Code	Full Price	Discounted Price	Weight	Installation
4 Bay Swing 1Basket/1A/2I/3B		R	$9,935.00	$8,444.75	1,167	$2,483.75
6'7" Swing set 2T			$1,500.00	$1,275.00		$375.00
6'7" Swing set 2I			$1,500.00	$1,275.00		$375.00
Spica	GXY8014		$2,180.00	$1,853.00		$545.00
Supernova	GXY916	G	$7,590.00	$6,451.50		$1,897.50
Corocord Sway Bridge	COR15011		$5,730.00	$4,870.50		$1,432.50
Corocord Rope Screw	COR15071		$2,310.00	$1,963.50		$577.50
Corocord Magic Carpet	COR15081		$3,990.00	$3,391.50		$997.50
Performer Dome	COR8842		$42,430.00	$36,065.50		$10,607.50
Spinner Bowl x2	ELE400024	G	$2,000.00	$1,700.00		$500.00
Talus	ELE500014		$39,990.00	$33,991.50		$9,997.50
Regulus	GXY939012		$23,620.00	$20,077.00		$5,905.00
Garden Seesaw	M18670P		$6,390.00	$5,431.50		$1,597.50
Toddler Spica	M191p		$1,360.00	$1,156.00		$340.00
Zip Line	M87202		$15,000.00	$12,750.00		$3,750.00
Toddler Tower Castle	MSC542400p		$13,190.00	$11,211.50		$3,297.50
Global Toddler Triple Tower	PCM300110		$30,190.00	$25,661.50		$7,547.50
Talk and tumble	PCM000510		$7,100.00	$6,035.00		$1,775.00
Garden Table x2	M23070		$5,820.00	$4,947.00		$1,455.00
Picnic Tables x2	KPL204	R	$3,380.00	$2,873.00	480	$845.00
Boarders & Mats	Guestimate		$5,000.00	$3,000.00		$1,250.00
				$0.00		$0.00
			$230,205.00	$194,424.25		$57,551.25

Freight: $5,000.00

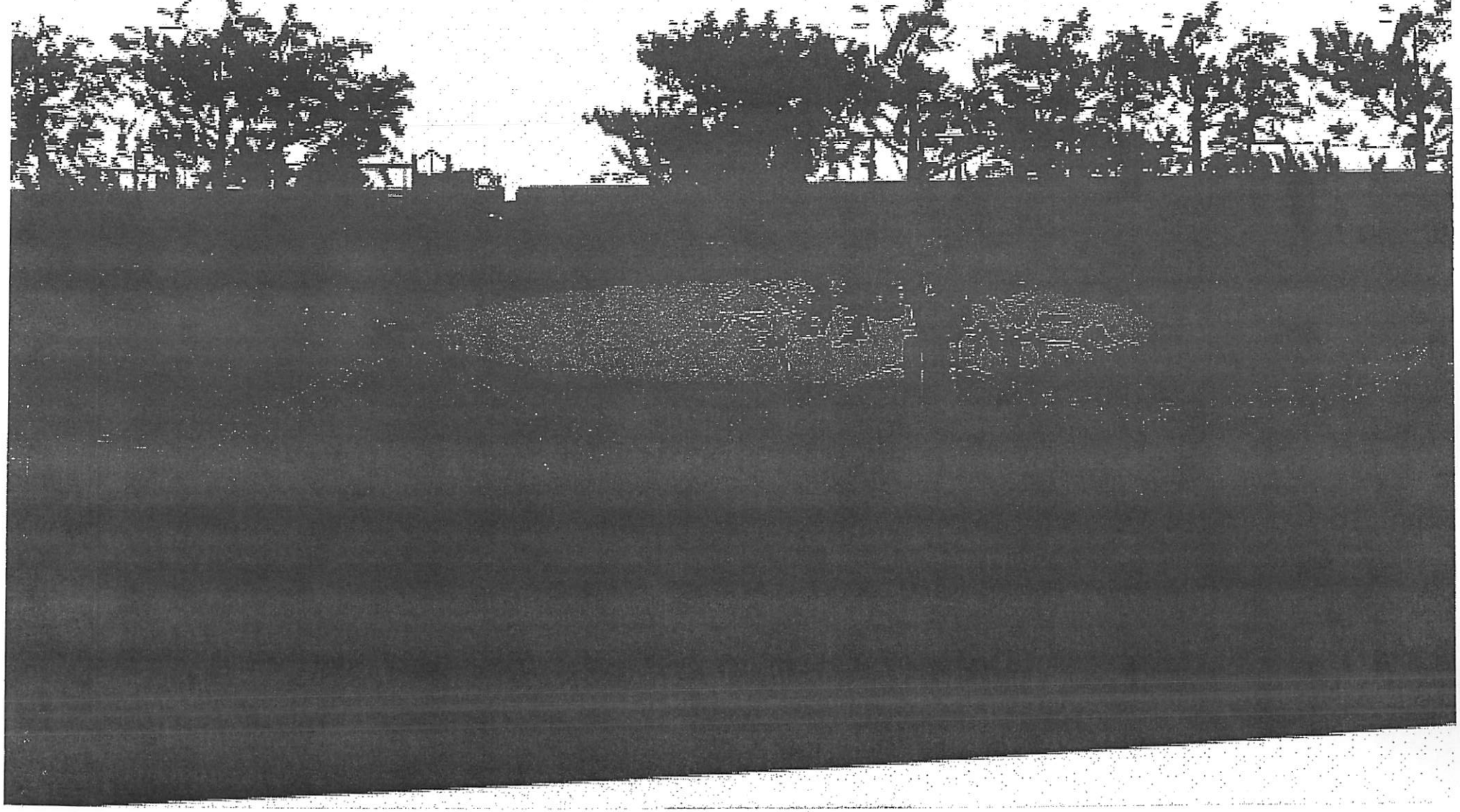
MWF Guestimate including Install:

sq' 13993 $1.50 20989.5

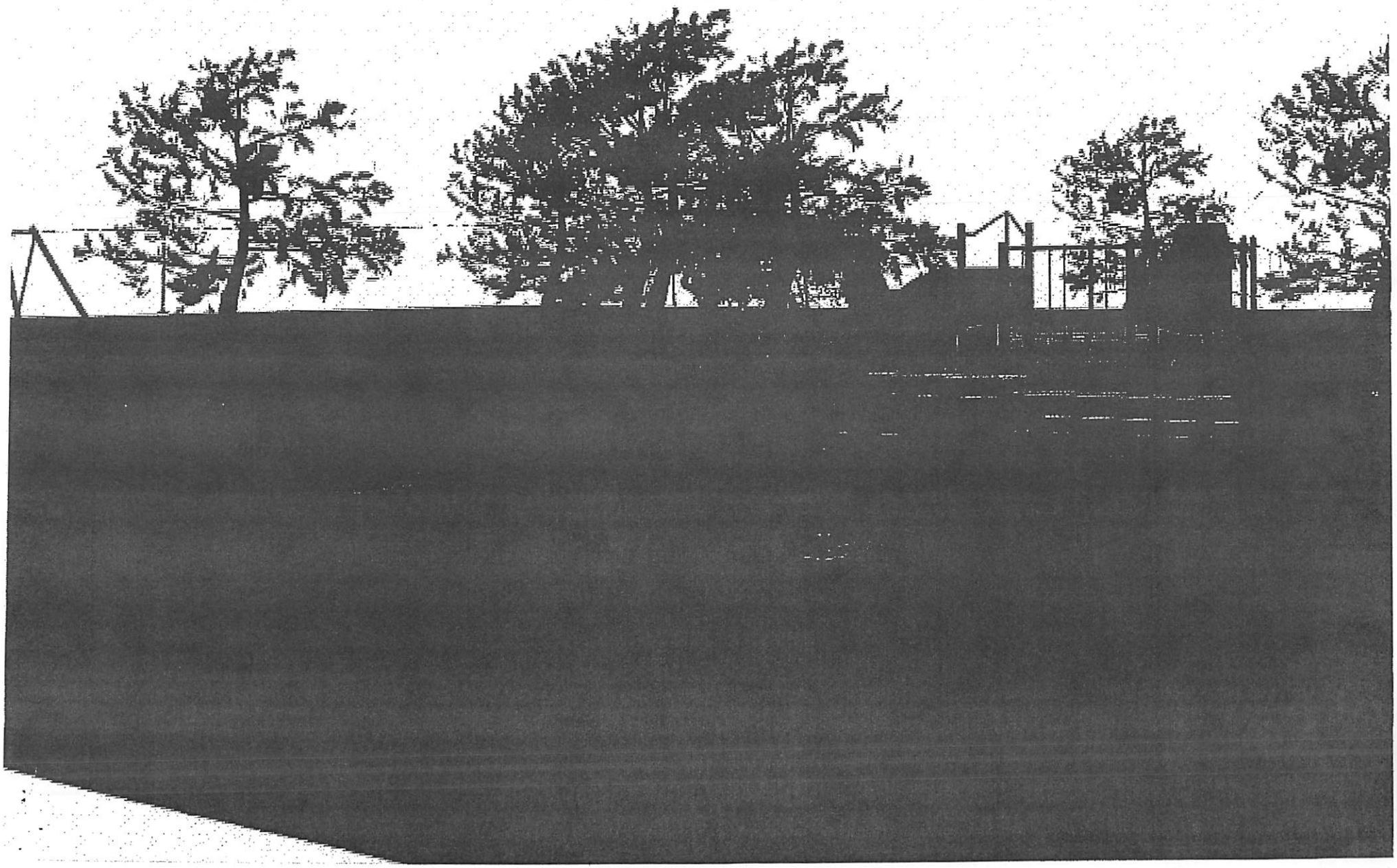
18890.55

Projected Total w/Surfacing $275,866.05

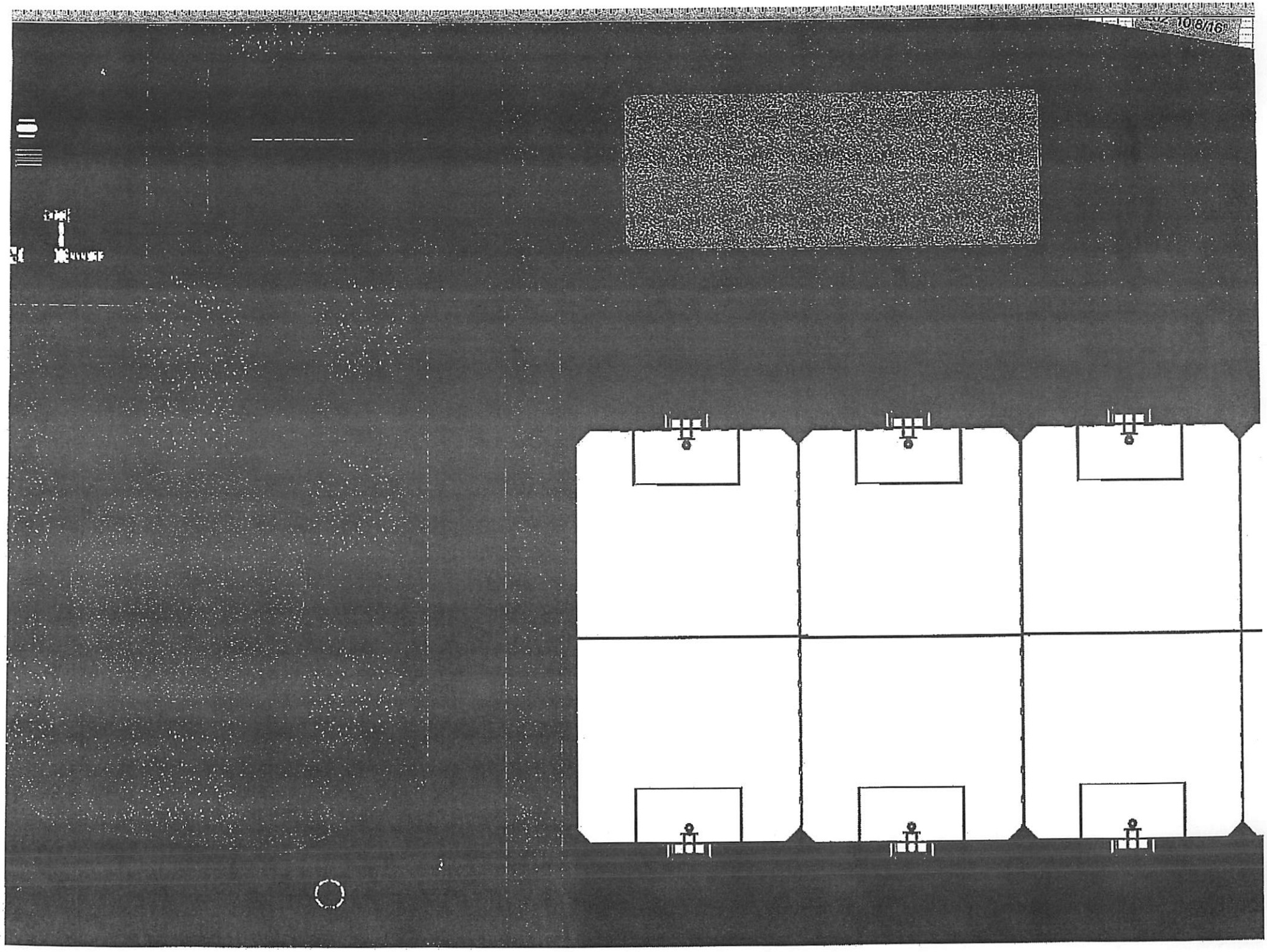
West



West



West


10/8/16

Name: Northside - Under $75K

Discount Applied: 15%

Discription	Number	Color Code	Full Price	Discounted Price	Weight	Installation
2 Bay Swing Set 3 belt/1 ADA	KSW91051	R	$3,690.00	$3,136.50	625	$922.50
1 Bay Infant swing	KSW91013	R	$1,300.00	$1,105.00	228	$325.00
Pony	NRO102	Y	$1,100.00	$935.00	89	$275.00
Triple Balance Beam	NRO804	G	$1,940.00	$1,649.00	492	$485.00
Balance Posts w/ Rope	NRO832	G	$2,340.00	$1,989.00	394	$585.00
Parkour 004	NRO854	G	$12,860.00	$10,931.00	1,136	$3,215.00
Ultimate Play Tower	PCM100210	G	$16,820.00	$14,297.00	1,136	$4,205.00
15x20 Shade 12'H	SS-R1520	3	$5,328.00	$5,328.00		$1,332.00
Picnic Tables x2	KPL204	R	$3,380.00	$2,873.00	480	$845.00
Boarders & Mats	Guestimate			$3,000.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
			$48,758.00	$45,243.50		$12,189.50

MWF Guestimate including Install:

sq' 4487 $1.50 6730.5

6057.45

Freight: $2,000.00

Projected Total w/Surfacing $65,490.45

North

100' 6 0/16"
17' 0 10/16"
16' 3 0/16"

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL

Department Dept of Public Works 2016

Project Dump Truck with Plow Equipment

Project Description (Purpose/Justification, include useful life, personnel, operational)
(use additional sheets if necessary) This truck would replace No 11, a 2000 Dump Truck that is off the road. Given the current conditions and expectations that this truck will need major repairs and is not reliable as a front-line vehicle for winter use making this a high priority. It is recommended this truck be programed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost:

Design	$
Construction	$
Contract Administration	$
Contingency	$
Operational (Annual)	$
Total	174,000.00

A. Source of Funding: Capital Bonding Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ 174,000.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ 174,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	15 years
Annual Maintenance/upkeep cost	Gen Fund Gen Maintenance
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☐ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: 7/15/15

Please use additional sheets if necessary

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department Recreation Department YR 2016

Project Title Skate Park

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The Skate Park surface has significant cracks and uneven areas which have created lips near the ramps and make it difficult to skate. The work will include but not limited to removal of the current ramps, fixing drainage, leveling and proper sloping, installing asphalt and re installing the current ramps. The location of this project is at the East Side Skate Park.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 19,770.00
Contract Administration		$
Contingency		$
Operational (Annual)		$
	Total	$ 19,770.00

A. Source of Funding: Sub Division Rec Fees Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$
Federal	$
State	$
Private (non-gov't)	$
Other Government	$ 19,770.00
Donation	$

C. Methods of Financing

Reserve Funds	$ 19,770.00
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ -
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	15-20 yrs
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☒ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Hilsinger Date: 7/8/15

Please use additional sheets if necessary

Contracting Corp

"Building Pavements with Integrity"

P.O. Box 151 • Mechanicville, NY 12118 • (518) 664-1014 • FAX: (518) 664-2045 • www.hmacontracting.com

August 22, 2014

Mr. John Hirliman
Administrative Director
City of Saratoga Springs
Recreation Department
15 Vanderbilt Ave.
Saratoga Springs, NY 12866

Phone 518-587-3550 Ext. 2300

Re: Resurface of the East Side Skate Park

Dear John;

Thank you for giving HMA Contracting Corp. the opportunity to quote the above project.

HMA Contracting Corp. agrees to supply all necessary labor, materials and equipment to perform the following work in accordance with all applicable specifications.

Scope of work: Paving of skate park
9,288 SF

- **Install one catch basin and 20' of 6" HDPE strom pipe and connect to existing CB**
- **Backfill trench with Type 2 crusher run and pave with 2" Type 3 binder**
- **Clean existing surface of all loose materials**
- **Pave the entire area with 1.5" course of NYSDOT Type 7 asphalt concrete**

For the price of: $19,770.00

Note: Price based on one mobilization. Additional mobilizations will be billed at a rate of $1,500.00 each.

Exclusions: Sub-base, sub-base placement, tack coat, prime coat and price escalation on material.

Price based on the NYSDOT posted price for liquid asphalt for the month quoted – currently $624/ton. Any change in the price of liquid may result in a change in the paving price prior to starting work.

Offered By: _____ **Date:** 8/22/14
Donald J King, Pres.

Accepted By: _____ **Date:** _____

Contract Limits: Terms: Payment due upon completion – 1.5% interest charged monthly there after

MEMBER NAPA NATIONAL ASPHALT PAVEMENT ASSOCIATION

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9460
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2016 2016-2017-2018-2019-2020-2021

Project Title City Buildings and Facilities Repairs and Upgrades

Project Description (Purpose/Justification, include useful life, personnel, operational)
This funding request is for a continuation of funding for work identified at various buildings in need of immediate repair or construction related to building safety issues. Work may also include building or facility upgrades required to improve building condition or overall operation.
unexpected and or emergency repairs.

Estimated Cost:		
	Design	$
	Construction/ repairs	$ $300,000
	Contract Administration	$
	Contingency	$
	Operational (Annual)	$
	Total	$

A. Source of Funding: Bonding Grant Source:

B. Means of Financing:

Local Taxes	$ $300,000
Federal	$
State	$
Private (non-gov't)	$
Other Government	$

C. Methods of Financin

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $300,000
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	40 Years
Annual Maintenance cost	General Funds/Regular Maintenance
Operational/Personnel Cost	General Fund/Regular Maintenance

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☐ X High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: 7/15/15

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL 2016

Department DPW

Project Title CHASSIS CAB WITH BOOM

This International Chassis Truck would replace truck no 29 a 1997 Cab Chassis with a boom lift. Most of our City owned buildings are at least two stories high. The replacement of this lift enables us to maintain, replace and repair street lights,area's of second and third floor building along with any roof issues. It provides a safe platform for painting,cleaning windows, ice jams/dams, and cleaning gutters

Estimated Cost:

Design	$
Construction (Equipment)	$ $137,000.00
Contract Administration	$
Contingency	$
Operational (Annual)	$
Total	$

A. Source of Funding: Bonding Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ $137,000.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $137,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: Date: 7/15/15

Please use additional sheets if necessary

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CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2016

Project Title Canfield Casino Rehabilitation Program

Project Description (Purpose/Justification, include useful life, personnel, operational)

This project continues with the interior & exterior repair and rehabilitation work that begin several years ago at the Canfield Casino in Congress Park. This years master plan project and phase 3 repairs in ballroom and parlor are needed to be completed.
Plaza roof membrane & workshop sheetrock replacement needs to be repaired due to water leak

Estimated Cost:

Design	$	25,000
Construction	$	$300,000.00
Contract Administration	$	
Contingency	$	$25,000
Operational (Annual)	$	
Total	$	$350,000.00

A. Source of Funding: _____ Grant Source: _____

B. Means of Financing:

Local Taxes	$	$350,000
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	$350,000
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life 30+

Annual Maintenance/upkeep cost General Funds/ Regular Maintenance

Operational/Personnel Cost General Fund/ Regular Maintenance

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: [signature] Date: 7/15/15

Please use additional sheets if necessary

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CAPITAL BUDGET PROJECT PROPOSAL 2016

Department DPW Rec

Project Title Ice Resurfacer Machine (Zamboni)

This is for the purchase of a new Electric Ice Resurfacer Machine for the Saratoga Springs Ice Rinks The current machine has been repaired multiple times but continues to breakdown. The Machine is not efficient or cost effective. The new electric machine will replace the propane machine which will make the operation safer, more energy efficient and reliable.

Estimated Cost:

Design	$
Construction (equipment)	$ 134,957.85
Contract Administration	$
Contingency	$
Operational (Annual)	$
Total	$

A. Source of Funding: Bonding Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ $134,957.85
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $134,957.85
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	15 yrs (3-7 yrs for battery)
Annual Maintenance/upkeep	DPW Gen Fund/Reg Maint
Operational/Personnel Cost	DPW Gen Fund/ Reg Maint

Can Project be funded over more than one year? ☐ Yes ☒ No (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: Date: 7/15/15

Please use additional sheets if necessary

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CAPITAL BUDGET PROJECT PROPOSAL 2015 - 2020

Department DPW 2016

Project Title: International Dump Truck

Project Description (Purpose/Justification, include useful life, personnel, operational)
(use additional sheets if necessary: This Truck would replace Truck No.8, a 2001 Ford small Dump Truck. Given the current condition and expectation that this Truck needs major repairs, it is recommended this Truck be programmed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost:		
Design		$
Construction(Equipment)		$ $89,000.00
Contract Administration		$
Contingency		$
Operational (Annual)		$
	Total	$ $89,000.00

A. Source of Funding: Capital Bonding Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ $89,000.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $89,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	15 Years
Annual Maintenance/upkeep cost	Gen Fund/Reg Maint
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: [signature] Date: 1/15/15.

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL 2016

Department _____ DPW

Project Title LOADER/TOOL CARRIER Machine

This unit would replace the City's current 2000 Caterpillar Loader/Tool Carrier Machine No51 . Given that this machine is 16 years old and needs major repairs because of its age. The parts and labor expenses to repair this piece of equipment is becoming costly to maintain it for operational use. It is recommended we replace this machine consistent with our fleet safety and equipment replacement program.

Estimated Cost:

Design	$
Construction (Equipment)	$ $162,000.00
Contract Administration	$
Contingency	$
Operational (Annual)	$
Total	$

A. Source of Funding: Bonding _____ Grant Source: _____

B. Means of Financing:

Prior Funding	$
Local Taxes	$ $162,000.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $162,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	15 Yrs
Annual Maintenance/upkeep cost	Gen Fund/Reg Maint
Operational/Personnel Cost	Gen Fund/Reg Maint

Can Project be funded over more than one year? ☐ Yes ☒ No (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: [signature] Date: 7/15/15

Please use additional sheets if necessary

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CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department Mayor's Office - Economic Development YR **2016**

Project Title Complete Streets/Greenbelt Trail Implementation

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

In May of 2012, the City formally adopted the Saratoga Springs Complete Streets Policy to ensure safe, comfortable and convenient travel to the greatest extent possible for users of all abilities including pedestrians, bicyclists, motorists and transit riders. In addition, the City formally adopted the public-private collaborative Greenbelt Trail Plan to develop a 10-mile shared use trail loop around the City. This funding will enable the additional implementation of these two City policies.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 100,000.00
Contract Administration		$
Contingency		$
Operational (Annual)		$
	Total	$ 100,000.00

A. Source of Funding: Bond Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ -
Federal	$
State	$
Private (non-gov't)	$
Other Government	$ 100,000.00

C. Methods of Financing

Reserve Funds	$ 100,000.00
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ -
Donation	$
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	20+ Years
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the this year's Capital Budget?

[ ] Low [ ] Medium [x] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: Joseph J. Ogden Date: 8/10/15

Please use additional sheets if necessary

City of Saratoga Springs

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Saratoga Springs, New York 12866
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CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department: **Mayor's Office - Economic Development** YR **2016**

Project Title: City Coordinated Way-Finding Program

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

Currently, the city's signage is an amalgamtion of signs that are clustered together, often create confusion, and can be ineffective at directing pedestrians and vehicles to various destinations. Adopting a comprehensive way-finding program, as recommended by the Downtown Special Assesment District (SAD) and the Saratoga Springs Business Advisory Council (SSBAC), will enable city signage to provide clearer information about downtown locations, reduce congestion and confusion, and make the city more attractive to visitors and businesses. The below estimates cover the next phase of this project.

Estimated Cost:		
Design	$	0.00
Construction (and equipment)	$	100,000.00
Contract Administration	$	
Contingency	$	-
Operational (Annual)	$	
Total	$	100,000.00

A. Source of Funding: Bond Grant Source:

B. Means of Financing:

Prior Funding	$	
Local Taxes	$	100,000.00
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	

C. Methods of Financing

Donation	$	
Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	100,000.00
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	10 to 20 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: Joseph J. Ogden Date: 8/10/15

Please use additional sheets if necessary

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CAPITAL BUDGET PROJECT PROPOSAL

Department DPW 2016

Project Title: EAST SIDE STORM WATER PROJECT PHASE II

This Project includes the survey, study and implementation of drainage improvements in the area that includes Lincoln Avenue to Cresent Street and from Nelson Avenue to Jefferson Street Doten Avenue and East Broadway are also included in the area. This is a Five year Program to Construct the improvements.

Estimated Cost:

Design	$	50,000
Construction	$	200,000.00
Contract Administration	$	
Contingency	$	
Operational (Annual)	$	
Total	$	$250,000.00

A. Source of Funding: Bonding Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $250,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	30 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases 5 (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [x] High Mandated by

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: Date: 7/15/15

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department: **Mayor's Office** YR **2016**

Project Title: Waterfront Park

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary) The Waterfront Park will have its grand re-opening on July 9th. The newly refurbished park represents only phase I of the entire project. This additional funding will allow the city to move forward with phase II of the project which will include additional landscape improvements and recreational opportunities.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 120,000.00
Contract Administration		$
Contingency		$
Operational (Annual)		$
	Total	$ 120,000.00

A. Source of Funding: Bond Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ 120,000.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
	$

C. Methods of Financing

Donation	$
Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ 120,000.00
Other debt obligation	

D. Useful Life (provide data for 3 years)

Estimated length useful life	10 to 20 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: Joseph C Golden Date: 8/10/15

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department Recreation Department YR 2016

Project Title East Side & West Side Rec Improvements

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The City of Saratoga Springs and School District have an approved agreement. This is for the East and West Side Recreation Complexes. Items include Building and Grounds renovations and upgrades.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 35,000.00
Contract Administration		$
Contingency		$ -
Operational (Annual)		$
	Total	$ 35,000.00

A. Source of Funding: Saratoga School Reimbursement Grant Source:
School Agreement funding 2016 $35,000; 2017 $35,000; 2018 $35,000; 2019 $40,000; 2020 $40,000; 2021 $40,000

B. Means of Financing:		
Prior Funding		$
Local Taxes	School Tax	$
Federal		$
State		$
Private (non-gov't)		$
Other Government		$ 35,000.00
Donation		$
C. Methods of Financing		
Reserve Funds		$
Grants		$
Transfers		$
Current Taxes	School Tax	$ 35,000.00
Notes		$
Bonds		$
Other debt obligation		$

D. Useful Life (provide data for 3 years)

Estimated length useful life	Varies depending on project
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases 6 (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by School agreement

E. Insurance mandate: [ ] Yes [X] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [X] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Hicks Date: 7/8/15

Please use additional sheets if necessary

EAST SIDE and WEST SIDE RECREATION FIELDS
USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this ___ day of March, 2011 between THE ENLARGED CITY SCHOOL DISTRICT OF THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State school district corporation organized under Article 51 of the New York State Education Law with principal offices located at 3 Blue Streak Boulevard, Saratoga Springs, New York, (hereinafter "the School District") and THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State Municipal Corporation with principal offices located at City Hall, Broadway, Saratoga Springs, New York (hereinafter "the City") (the School District and the City may be referred to individually as a "party" or collectively as "parties").

RECITALS

WHEREAS, the School District owns certain real property located in the City of Saratoga Springs, commonly known as the East and West Side Recreation Fields (hereinafter "the Fields"), and more specifically described by the maps attached hereto as Exhibit A, and

WHEREAS, the Board of Education of the School District previously determined that the operation of such recreational facilities and the conducting of recreational programs by the School District would be economically and practically unfeasible, and

WHEREAS, the City has heretofore agreed to operate recreational programs for the residents of the School District and, in connection therewith, has, by a resolution duly enacted May 6, 1977, created, pursuant to Section 243 of the General Municipal Law, a Recreational Commission known as the "Saratoga Springs Recreational Commission" (hereinafter "Commission") for the purposes of equipping, operating and maintaining playgrounds and recreational fields on behalf of the City and the residents of the School District. The term "recreational program" means all those recreational activities mutually agreeable to the School District and the City and expressly includes the physical education and intramural and interscholastic athletics programs of the School District.

WHEREAS, the School District and the City have heretofore entered into Agreements pursuant to which the City's Commission has operated and maintained the Fields, and the Parties desire to continue that relationship under this new Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree to the following:

1. **Effective Date.** This Agreement shall become effective on April 1, 2011.

2. **Term.** The Initial Term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020.

3. **Representations.**

   3.1. The Parties represent that they each possess the legal authority to enter into this Agreement and carry out its terms.

3.2. The Parties represent that the signatures affixed hereto are those of their duly-authorized representatives and that those representatives have been authorized to execute this Agreement by a properly enacted resolution of the governing body of the Party for whom they have signed.

3.3. The Parties individually represent that there are no legal actions pending or threatened by any party, which could adversely affect their ability to enter into and implement this Agreement as contemplated herein. Each Party further individually represents that there are no actions, legal proceedings, or any governmental proceedings or investigations pending or threatened against them that otherwise adversely affect their ability to carry-out their obligations hereunder.

3.4. This Agreement is entered into pursuant to Article 5-G of the General Municipal Law.

3.5. Each Party represents that it currently maintains appropriate liability insurance to cover the risks associated with this Agreement and the contractual indemnification obligations they each undertake in this Agreement. Each Party represents that it knows that the insurance policy(ies) it currently maintains are adequate because it has provided this Agreement to its insurance agent/insurer and has obtained the insurance agent/insurer's assurance that its coverage(s) are adequate.

4. **Right of Use and Operation.**

4.1. Use by the City. Subject to the provisions of Section 5.2 below, the School District gives the City the exclusive right to use, operate, maintain, supervise and control the Fields, including the right to allow and schedule the use of the Fields by third-parties.

4.2. Use by the School District. The City's use, operation, maintenance, supervision and control of the Fields shall be subject, however, to the priority use of the Fields by the elementary and secondary schools of the School District in connection with their physical education and athletic programs, including, but not limited to: regularly scheduled physical education classes, interscholastic and intramural sports teams, and such other programs now in progress, or later developed, in the furtherance of the School District's educational mission.

5. **Ownership of the Fields and Improvements Thereon.**

5.1 Title to the Fields, all improvements to the Fields, and all equipment installed on the Fields shall be and remain in the School District. No improvement to the property shall be made and no equipment shall be installed by the City or any third-party without the prior written approval of the School District. All structures on the Fields are subject to inspection and, where required, permitting by the State Education Department for compliance with applicable building and safety codes.

5.2 The School District shall have unrestricted access to the Fields and any building(s),

equipment, or improvement(s) on the Fields.

6. **Obligations of the City.**

6.1. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of the use of the moneys paid by the School District pursuant to Paragraphs 8.1 and 8.2.

6.2. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of any and all revenues received on account of its operations of the Fields, from whatever source and for whatever purpose, by date, source, purpose and amount. The revenues described herein may include, but are not limited to: user fees, maintenance charges, sponsorship revenues, advertising revenues, and charitable contributions.

6.3. The City shall maintain recreational programs that involve all residents of the School District, including any residents of the School District who are not residents of the City. Any nonresident of the City may be charged a fee that is different than a fee charged to a resident of the City, provided such fee bears a reasonable relationship to any added costs to the City of the nonresident's participation in such program.

6.4. All equipment and structures installed on the Fields shall be inventoried and itemized by the City on an annual basis and such inventory shall be given to the School District on or before December 31st of each year of this Agreement. An inventory of equipment and structures located on the Fields as of the Effective Date of this Agreement is attached hereto as Exhibit B.

6.5. Utilities. The City shall be responsible for any utility charges at the Fields including, without limitation, water, gas, oil, heat, electricity, air conditioning, telephone, and internet and other related telecommunications services.

6.6. Insurance. The City shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "City's Insurance"). The City shall add the School District as an additional insured on the City's Insurance and shall maintain the City's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The City shall furnish the School District with proof of the City's Insurance at least annually or as requested by the School District. The City shall procure the City's Insurance from a licensed insurance company in New York State. The additional insured coverage for the School District shall be primary, except where the School District is using the Fields, and any insurance maintained by the School District for other than its own use is excess and non-contributory.
Certificate(s) of the City's Insurance evidencing that the City has fulfilled the requirements above shall be submitted to the School District before the Effective Date and shall provide for thirty (30) day's written notice to the School District before any of the coverage is modified or canceled. The certificate(s) of the City's Insurance shall include the notice of cancellation provision therein. A copy of the additional

insured endorsement referenced above shall be attached to the certificate(s). The City shall be solely responsible for insuring all of the City's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

6.7. Compliance with Laws. In the event that the Parties, or either of them, shall become aware that a condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, which renders them out of compliance with any, and all, statutes, ordinances, rules, orders, regulations and requirements of all federal, state and local governments, their departments or bureaus, in such instance the Party discovering the condition shall immediately give the other written notice of the condition. The District shall conduct annual inspections for SED compliance and shall share it's findings with the City on a regular basis.

6.8. Remedy of Condition. In the event that such a condition is discovered, the Parties shall address the condition, and the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "D". That Protocol will address the method to be utilized by the Parties to resolve the conditions affecting the Fields, buildings, spray pools, playgrounds, bleachers, tennis courts and skate park, along with all other buildings, equipment or improvements that are, or will in the future be, in existence on the Property.

6.9. Provision of Access. The City shall ensure that it has access to all buildings, equipment and improvements on the Fields at all times and shall provide the School District with copies of keys to any building, equipment or improvement on the Fields that is locked so that the School District has unrestricted access under this Agreement as required by ¶5, above.

7. Obligations of the School District.

7.1. Annual Operating Contribution. Conditioned expressly upon the City's continued satisfaction of each of its obligations set forth in this Agreement, in furtherance of maintaining, operating and equipping recreational programs of the School District as set forth herein, the School District shall pay to the City, for the sole purpose of partially supporting and maintaining the Fields in connection with the School District's limited use, as follows:

Year 1 - $100,000	Year 6 - $105,000
Year 2 - $100,000	Year 7 - $110,000
Year 3 - $105,000	Year 8 - $110,000
Year 4 - $105,000	Year 9 - $110,000
Year 5 - $105,000	Year 10 - $110,000

Such sum shall be due and payable on receipt by the School District of an invoice from the City in each year of the Agreement. Such payment made to the City shall be

used exclusively for the maintenance, operation and equipping of the Fields, as operated by the City, for the uses described in this Agreement.

7.2. Annual Capital Contribution. The School District shall pay to the City in order to fund capital improvements to the Fields as deemed appropriate by the City and the School District as follows:

Year 1 - $30,000	Year 6 - $35,000
Year 2 - $30,000	Year 7 - $35,000
Year 3 - $30,000	Year 8 - $35,000
Year 4 - $30,000	Year 9 - $40,000
Year 5 - $35,000	Year 10 - $40,000

If the City intends to seek such capital improvement funds in any given year of the Agreement, it shall provide to the School District an itemization of intended capital improvements to be made to the Fields on or before April 15th of that year. The School District shall, no later than thirty (30) days from receipt of such list of intended capital improvements, either approve or disapprove such capital improvements, in writing. If the School District approves such capital improvements, it shall accompany such approval with the contribution it is willing to make towards such improvements. Such payment shall be used for the sole purpose of paying a portion of the costs and expenses of such capital improvements and for no other purpose. If the School District rejects one or more items of the City's list of intended capital improvements, no money for such rejected capital improvement(s) shall be due or owing by the School District to the City and the City may not use any capital improvement money otherwise received from the School District to fund the rejected improvement(s).

7.3. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The District shall add the City as an additional insured on the District's Insurance and shall maintain the District's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The District shall furnish the City with proof of the District's Insurance at least annually or as requested by the City. The District shall procure the District's Insurance from a licensed insurance company in New York State. The additional insured coverage for the City shall be primary, except where the City is using the Fields, and any insurance maintained by the City for other than its own use is excess and non-contributory.

Certificate(s) of the District's Insurance evidencing that the District has fulfilled the requirements above shall be submitted to the City before the Effective Date and shall provide for thirty (30) day's written notice to the City before any of the coverage is modified or canceled. The certificate(s) of the District's Insurance shall include the notice of cancellation provision therein. A copy of the additional insured endorsement referenced above shall be attached to the certificate(s). The District shall be solely responsible for insuring all of the District's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements

for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

7.4. Insurance. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The School District shall procure the District's Insurance from a licensed insurance company in New York State. Certificate(s) of the District's Insurance evidencing that the School District has fulfilled the requirements above shall be submitted to the City upon execution.

7.5. Grant Funds. In furtherance of the recreational and educational programs established by the City's Commission, the School District shall, if necessary, apply for and accept funds from Federal and State governments. Such applications for funds shall be made pursuant to and under the authority of Section 99-h of the General Municipal Law. Any grant funds awarded shall be applied in accordance with the grant award(s).

8. Joint Obligations.

8.1. In each year of this Agreement, on or before April 15th, the parties shall each appoint a representative to jointly inspect the condition of the Fields and all buildings, equipment and improvements thereon. This joint inspection shall be completed using a written form. The City's participation in this annual joint inspection shall be a precondition to the payment from the School District to the City of any money provided for in this Agreement.

8.2. In the event that the Parties, or either of them, shall become aware that an unsafe condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, the Party discovering the unsafe condition shall immediately give the other oral and written notice of the condition.

8.3. In the event that such a condition is discovered, the City shall be responsible for correcting all unsafe conditions. If correction is not practical or financially possible at the time of discovery, the Parties shall ensure that either, or both, secure the field, building, equipment, or improvement in a manner that protects persons from the unsafe condition until such time as it is corrected. The Parties shall address any condition, for which a correction is not practical or financially possible at the time of discovery, along with the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "E".

8.4. In the event of an insured loss of any building, equipment or improvement on the Fields, the payments, if any, received pursuant to any policy of insurance thereon maintained by either Party, shall be used solely for the purposes of repairing, replacing, or rebuilding the building, equipment, or improvement. If the Parties jointly agree that the repair, replacement, or rebuilding of the building, equipment, or improvement is not in the Parties joint interests, the Parties may agree to not repair, replace, or rebuild the building, equipment, or improvement. In such case, the

payments received pursuant to any policy of insurance thereon maintained by either Party shall be used in some other manner for the Fields as the Parties may jointly agree.

9. **Indemnification.**

9.1. The School District agrees to indemnify defend, protect and save harmless the City, its agents, employees, officers, students, invitees and volunteers (collectively, the "City Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the City Indemnitees in connection with, arising out of, resulting from, or in consequence of the use of the Fields by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.2. The City agrees to indemnify defend, protect and save harmless the School District its agents, employees, officers, students, invitees and volunteers (collectively, the "District Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the District Indemnitees in connection with, arising out of, resulting from, or in consequence of the maintenance by the City of the Fields or the use of the Fields by a third-party when under the control and supervision of the City, excluding those activities which constitute use by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.3. In the event the City allows the use of the Fields by any third-party, the City shall require and the third-party in question shall agree, in writing, to indemnify and hold harmless both the City and the School District for said use. The City shall further require and the third-party in question shall further agree to obtain and provide proof of proper insurance naming both the City and the School District as an additional insured.

10. **Termination.**

10.1. For a Party's Failure to Perform. Should either Party fail to perform any of the terms and conditions contained herein, such nonperformance shall be noted by a letter addressed to the nonperforming party by the other party. If such nonperformance has not been corrected within ten (10) days of the mailing of such letter, this Agreement will terminate thirty (30) days after the ten-day correction period has expired, unless the Parties mutually agree otherwise in writing.

10.2. For Convenience. Either Party may terminate this Agreement for their own

convenience by providing the other party with written notice of their intention to do so at least one-hundred eighty (180) days in advance of the date on which termination for convenience will occur. In the event that a Party provides notice of its intention to terminate pursuant to this section, the Party expressly agrees to be bound by the Agreement until termination and shall continue to perform its obligations under the Agreement until the termination becomes effective at the end of the one-hundred eighty (180) day period, at which time this Agreement shall terminate and neither party shall have any further obligations or liability to the other party except as otherwise preserved under the terms of this Agreement.

10.3. Upon Expiration of Term. This Agreement shall terminate at the end of the Initial Term or, if renewed in accordance with ¶2, then this Agreement shall terminate at the end of the Renewal Term.

11. Notices. Notices to be provided under this Agreement shall be in writing and shall be delivered by means of First Class Mail, facsimile transmission, overnight delivery via express delivery service, or personally, to the following persons at the following addresses or any other address that a party has provided to the other with respect to the delivery of notices under this section:

11.1. If to the City:

Mayor
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

With copies to:

City Attorney
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

and

Commissioner of Public Works
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-2417

11.2. If to the School District:

Superintendent
Saratoga Springs City S.D.
3 Blue Streak Boulevard
Saratoga Springs, New York 12866
Fax – (518) 584-6624

12. **Entire Agreement, Modification, Severability, Waiver.** This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the Parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties, upon approval of their respective governing bodies, which references this Agreement. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

13. **Assignment.** This Agreement shall not be assigned by either Party.

14. **Resolution of Disputes.** The Parties agree that any disputes arising under this Agreement will be jointly submitted to a mediator selected by the Parties within thirty (30) days of the Parties' determining that a dispute has arisen. In the event that mediation has occurred and has not resolved the dispute, upon agreement of the Parties, the dispute may be submitted to an arbitrator selected from the commercial arbitration panel of the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association. In the event that the parties agree to the submission of a dispute to an arbitrator, the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and the decision of the Arbitrator shall be deemed final. In the event that the parties do not agree to submit a dispute to arbitration, the dispute can be submitted to court of competent jurisdiction located in and for the County of Saratoga, State of New York. The Parties agree that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of New York, without reference to the principles of conflict of laws thereof that would operate to defeat the application of New York law.

15. **Fully Negotiated Agreement.** This Agreement has been fully negotiated in an arms' length transaction and neither party has been coerced in any manner to execute this Agreement. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Agreement, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Agreement, nor any term or provision of this Agreement, shall be construed against either party as a result of the drafting of this Agreement or any term or provision thereof by a party, or their respective counsel.

16. **Captions; Language.** The captions or headings of paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

ENLARGED CITY SCHOOL DISTRICT
OF THE CITY OF SARATOGA SPRINGS

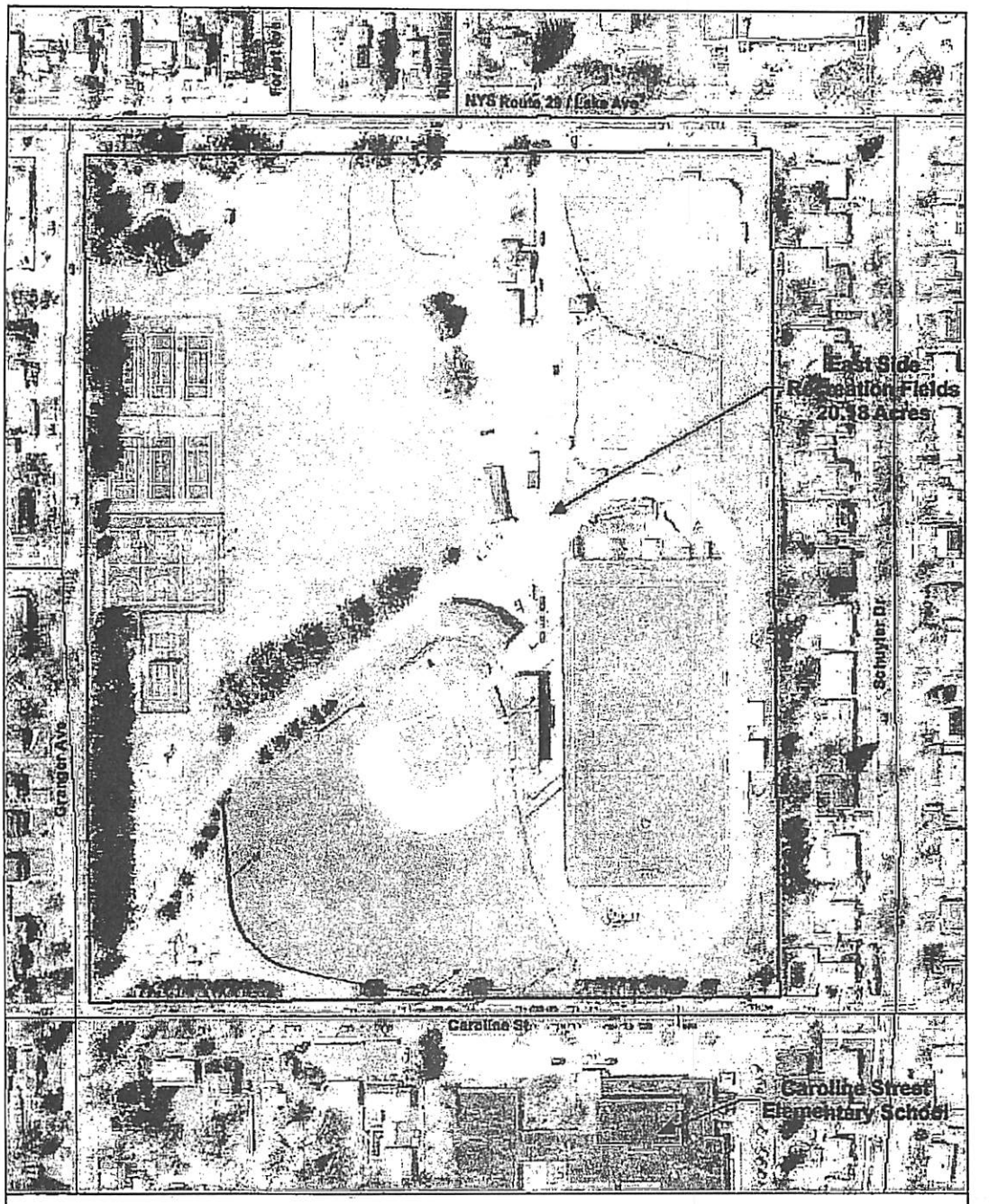
By: _____ Date: 3/22/11
Mia Pfitzer, President
Board of Education

CITY OF SARATOGA SPRINGS, NEW YORK

By: _____ Date: MARCH 24, 2011
Scott Johnson, Mayor

EXHIBIT A

MAPS OF FIELDS



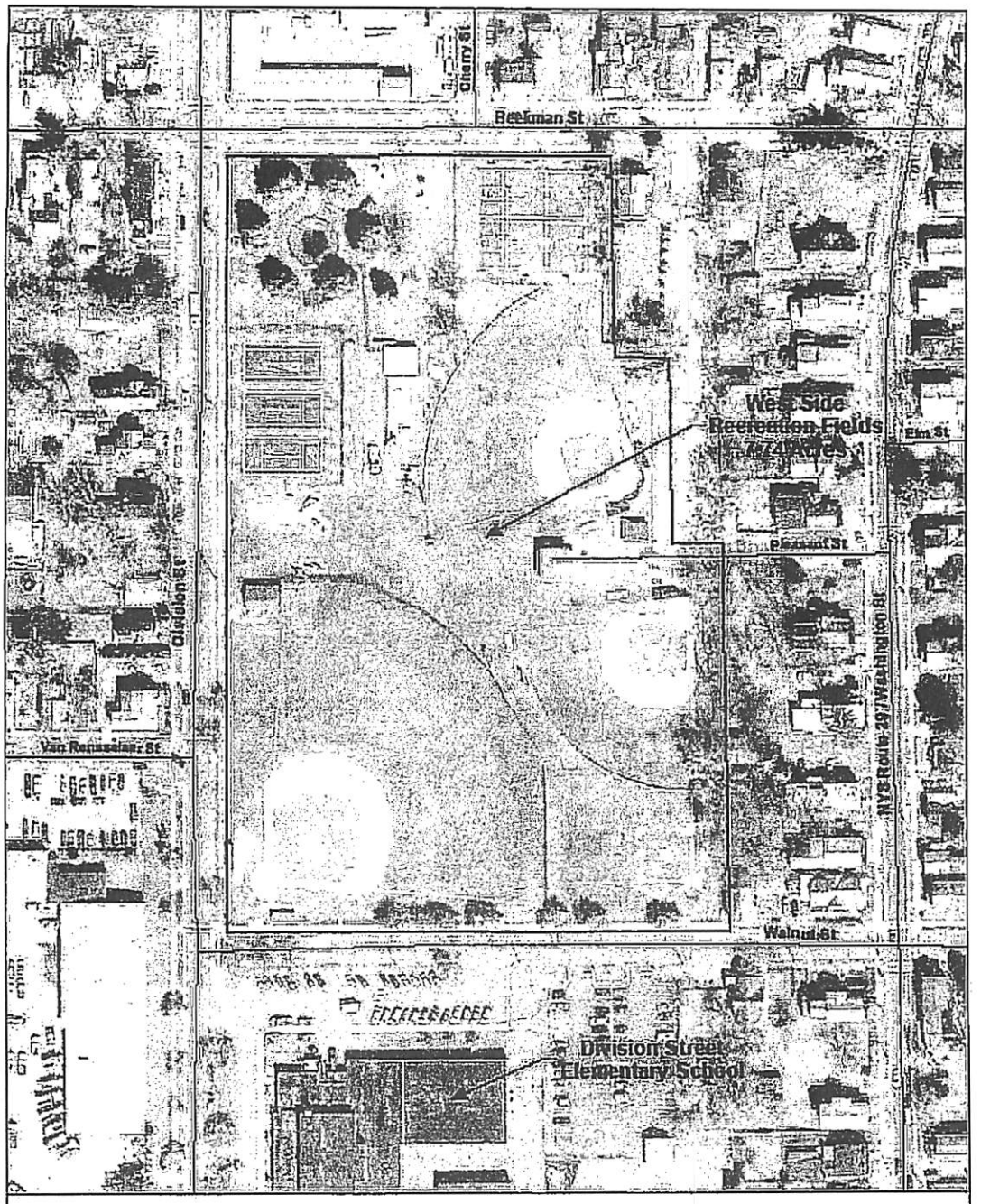
East Side Recreation Fields

City of Saratoga Springs

1 inch = 150 feet

0 75 150 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program



West Side Recreation Fields

City of Saratoga Springs

1 inch = 120 feet

0 60 120 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program

EXHIBIT B

INVENTORY OF BUILDINGS, EQUIPMENT AND IMPROVEMENTS ON FIELDS AS OF MARCH 1, 2011

East Side Structures Include:

1. Concession stand and office/storage building
2. Main field house and toilet facilities building
3. Open pavilion building (adjacent to the field house)
4. City Recreation storage shed
5. Pop Warner Football League storage shed
6. Main baseball field bleachers, toilet facilities and storage
7. Spray pool utility building
8. Main baseball field dugout #1 building with storage
9. Main baseball field dugout #2 building with storage

West Side Structures Include:

1. Maintenance, toilet facilities and shop building
2. Maintenance storage building
3. Concession building with second floor announcer's booth
4. Old concession stand/storage building
5. Spray pool utility building

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

City's Insurance:

The City shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$2,000,000 per occurrence $6,000,000 aggregate
Umbrella or Excess Liability:	$
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District is to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

District's Insurance:

The District shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$5,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

User's Insurance:

Users of Recreation Fields or buildings, grounds, or facilities located thereon shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$1,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District and City are to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the City and District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2017 2017-2018

Project Title City Buildings and Facilities Repairs and Upgrades

Project Description (Purpose/Justification, include useful life, personnel, operational)
This funding request is for a continuation of funding for work identified at various buildings in need of immediate repair or construction related to building safety issues. Work may also include building or facility upgrades required to improve building condition or overall operation.
unexpected and or emergency repairs.

Estimated Cost:		
Design		$
Construction/ repairs		$ $200,000
Contract Administration		$
Contingency		$
Operational (Annual)		$
	Total	$

A. Source of Funding: _____ Grant Source: _____
(Yr 2017) $200,000 (Yr 2018) $200,000

B. Means of Financing:

Local Taxes	$ $200,000
Federal	$
State	$
Private (non-gov't)	$
Other Government	$

C. Methods of Financin

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $200,000
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	40 Years
Annual Maintenance cost	General Funds/Regular Maintenance
Operational/Personnel Cost	General Fund/Regular Maintenance

Can Project be funded over more than one year? ☐ Yes ☐ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☐ X High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2017 2017-2018

Project Title Canfield Casino Rehabilitation Program

Project Description (Purpose/Justification, include useful life, personnel, operational)
This project continues with the interior & exterior repair and rehabilitation work begin several years ago at the Casino in Congress Park. This project is for exterior and interior of the Canfield Casino Building

Estimated Cost:		
Design	$	25,000
Construction	$	$250,000.00
Contract Administration	$	
Contingency	$	$25,000
Operational (Annual)	$	
Total	$	$300,000.00

A. Source of Funding: _____ Grant Source: _____
(Yr 2017) $300,000(Yr 2018) $300,000

B. Means of Financing:		
Local Taxes	$	$300,000
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	
C. Methods of Financing Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	$300,000
Other debt obligation	$	

D. Useful Life (provide data for 3 years)
Estimated length useful life 30+
Annual Maintenance/upkeep cost General Funds/ Regular Maintenance
Operational/Personnel Cost General Fund/ Regular Maintenance

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL

Department DPW 2017

Project Title: EAST SIDE STORM WATER PROJECT PHASE III

This Project includes the survey, study and implementation of drainage improvements in the area that includes Lincoln Avenue to Cresent Street and from Nelson Avenue to Jefferson Street Doten Avenue and East Broadway are also included in the area. This is a Five year Program to Construct the improvements.

Estimated Cost:

Design	$	50,000
Construction	$	200,000.00
Contract Administration	$	
Contingency	$	
Operational (Annual)	$	
Total	$	$250,000.00

A. Source of Funding: Bonding Grant Source:

B. Means of Financing:

Prior Funding	$	
Local Taxes	$	
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	
Donation	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	$250,000.00
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	30 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases 5 (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [x] High Mandated by

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: Date:

Please use additional sheets if necessary

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2017)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace Truck No. 42, a 2000 International Dump Truck. Given the current condition and expectation that this Truck will need major repairs, it is recommended this Truck be programmed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $ _____

Total $ 174,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL 2015 - 2020

Department DPW 2016

Project Title: International Dump Truck

Project Description (Purpose/Justification, include useful life, personnel, operational)
(use additional sheets if necessary: This Truck would replace Truck No.8, a 2001 Ford small Dump Truck. Given the current condition and expectation that this Truck needs major repairs, it is recommended this Truck be programmed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost:		
Design		$
Construction(Equipment)		$ $89,000.00
Contract Administration		$
Contingency		$
Operational (Annual)		$
	Total	$ $89,000.00

A. Source of Funding: Capital Bonding Grant Source:

B. Means of Financing:		
Prior Funding	$	
Local Taxes	$	$89,000.00
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	
Donation	$	
C. Methods of Financing		
Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	$89,000.00
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	15 Years
Annual Maintenance/upkeep cost	Gen Fund/Reg Maint
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: [signature] Date: 7/15/15.

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL 2015 - 2020

Department DPW 2016

Project Title Katrina Trask Stairway in Congress Park

Project Description (Purpose/Justification, include useful life, personnel, operational)
(use additional sheets if necessary The Katrina Trask Steps an entrance into Congress Park from Eustis Strret has 71 concrete steps and 5 platforms between3 set of stairs. The concrete platform and stairs are crumbling and breaking part, needing repair and/or replacement .Concrete, pointing upsteps, silicon joint compound between the Adirondack Pink Granite . This incluses but not limited to the lower and side slopes repairs

Estimated Cost:		
	Design	$
	Construction	$ $90,000.00
	Contract Administration	$
	Contingency	$
	Operational (Annual)	$
	Total	$

A. Source of Funding: Capital Bonding Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ $90,000.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $90,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	25 years
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☐ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☐ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High . Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: 9/15/15

Please use additional sheets if necessary

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL 2016 - 2020

Department DPW

Project Title 2017 ~~2016~~ Wastewater Pump Stations Annual Upgrades

This is a continuation of our yearly upgrades of the City's sanitary wastewater pump stations to maintain effectiveness of the santiary collection and puming system. 2016 Proposed pump station upgrades include the Lexington Avenue, West Circular Street and Lake Avenue Pump Stations.

Estimated Cost:

Design	$	35,000
Construction	$	550,000
Contract Administration	$	65,000
Contingency	$	
Operational (Annual)	$	
Total	$	650,000

A. Source of Funding: sewer Grant Source:

B. Means of Financing:

Prior Funding	$	
Local Taxes	$	
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	$650,000.00
Donation	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	
Other	$	$650,000.00

D. Useful Life (provide data for 3 years)

Estimated length useful life	30 years
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☒ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: [signature] Date: 7/15/15

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL 2016 - 2020

Department DPW

Project Title 2017 ~~2016~~ Infrastructure Improvement and Replacement Project

This is a continuation of our yearly upgrades of the City's water districution system. Proposed Improvements for 2016 Include a new Chlorine Booster Station in the area of Nelson/Lincoln Avenues, and Upgrades to 100 year old cast iron 4 inch diameter water mains. Proposed Water Main upgrades include 3050 LF of new 8" DIP on State Street, 700 LF new 10" DIP on First Street, 1650 LF new 8" DIP on Clement Avenue, and 1350 LF of new 8" DIP on Clinton Street.

Estimated Cost:

Design	$	60,000
Construction	$	1,020,000
Contract Administration	$	120,000
Contingency	$	
Operational (Annual)	$	
Total	$	1,200,000

A. Source of Funding: Water Budget Grant Source:

B. Means of Financing:

Prior Funding	$	
Local Taxes	$	
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	1,200,000.00
Donation	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	
Other	$	$1,200,000.00

D. Useful Life (provide data for 3 years)

Estimated length useful life	30 years
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☒ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: [signature] Date: 7/15/15

Please use additional sheets if necessary

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2017)

Project Title **Water Treatment Plant Pole Barn for Water Tanks**

Project Description: (Purpose / Justification)

This project would make possible an enclosed structure over the holding tanks at the WTP. A cover for the tanks has has been recommended by the Department of Health and the Department of Homeland Security. A sun barrier is necessary to prevent the growth of algae in the holding tanks. It was also recommended by DOH to enclosed the tanks for security purposes

Estimated Cost:	Construction		$ 450,000
	Engineering / Surveying		$ 75,000
	Contingency		$ 45,000
		Total	$ 570,000

A. Source of Funding: Water Fund

B. Means of Financing:	Local taxes	
	Federal	
	State	
	Other government/ Water Fund	$570,000
	Private (non-gov't)	
	Other government	
C. Method of Financing	Reserve Funds	
	Grants	
	Transfers	
	Current taxes	
	Notes	
	Bonds	
	Other / Water Bill	$570,000
D. Useful Life	Estimated length useful life	**40**
	Annual maintenance/upkeep cost	**Water Fund** **Water Fund**
	Operational/ Personnel Cost	**Water Fund** **Water Fund**

Can Project be funded over more than one year? ____ **Yes** ____ **No** **If yes: Project Phases** _____ (number of years)

What priority should this project have for the 2010 Capital Budget?

☐ **Low** ☐ **Medium** ☒ **High** **Mandated by** _____

Insurance Mandate ? ____ **Yes** ____ **No** **If yes, what priority do you assign this project?**

☐ **Low** ☐ **Medium** ☐ **High** **Mandated by** _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL 2015 - 2020

Department _____ DPW ~~2016~~ 2017

Project Title: Spyder Slope Lawn Mower

Project Description (Purpose/Justification, include useful life, personnel, operational)
(use additional sheets if necessary) Slope for Water Restrictions
Waterfront

Estimated Cost:

Design	$	35,000
Construction (Equipment)	$	
Contract Administration	$	
Contingency	$	
Operational (Annual)	$	
Total	$	

A. Source of Funding: Bonding Grant Source: _____

B. Means of Financing:

Prior Funding	$	
Local Taxes	$	35,000
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	
Donation	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	35,000
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? [x] Yes [x] No if yes: Project phases ___ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [x] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2017)

Project Title **Old Ballston Avenue Culvert Replacement Project**

Project Description: (Purpose / Justification)

This project represents a road culvert replacement on Old Ballston Avenue, a City roadway located along the southern boundary of the City, off North Line Road. This project would be developed as a bid contract. Work would include reconstruction of the existing 15" Concrete Culvert with a new 30" HDP Culvert structure and construction of adequate side slopes. Project complexities include deep excavations, an existing water line owned by the Village of Ballston Spa and the need for temporary roadway access around the construction site.

Estimated Cost:	Construction		$ 150,000
	Engineering		$ 15,000
	Contingency		
		Total	$ 165,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	
	Federal	
	State	
	Other government	
	Private (non-gov't)	
	Other government	$165,000
C. Method of Financing	Reserve Funds	
	Grants	
	Transfers	
	Current taxes	
	Notes	
	Bonds	
	Other debt obligation Water Bill	$165,000.00
D. Useful Life	Estimated length useful life	**50 Years**
	Annual maintenance/upkeep cost	**Water Bill**
	Operational/ Personnel Cost	**Water Bill**

Can Project be funded over more than one year? ____ **Yes** ____ **No** **If yes: Project Phases** _____ (number of years)

What priority should this project have for next year's Capital Budget?

☐ **Low** ☒ **Medium** ☐ **High** **Mandated by** _____

Insurance Mandate ? ____ **Yes** ____ **No** **If yes, what priority do you assign this project?**

☐ **Low** ☐ **Medium** ☐ **High** **Mandated by** _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2017)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace Truck No. 34, a 1999 International Dump Truck. Given the current condition and expectation that this Truck will need major repairs, it is recommended this Truck be programmed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $_____

Total $ 174,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2017)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace Truck No. 42 a 2000 International Dump Truck. Given the current condition and expectation that this Truck will need major repairs, it is recommended this vehicle be programed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $ _____

Total $ 174,000

A. Source of Funding: Capital Budget Bond

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs

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Tel: 518-587-3550 fax: 518-580-9480
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CAPITAL BUDGET PROJECT PROPOSAL

Department Department of Public Safety-Traffic Maintenance

Project Title Arial Bucket Truck Replacement 2017

Project Description (Purpose/Justification, include useful life, personnel, operational)

Replacement of an aging aerial bucket truck. The Altec bucket truck is a 1999, 40 ft elevated work platform that is essential for the maintenance and repair of the City's 46 traffic signals, and has served the City on a daily bases for 16 years. It is in different degrees of operational capabilities and has a number of serious and minor deficiencies. Some major deficiencies include decay of the vehicle frame and underbody components, transmission, hydraulic hose and cylinder decay causing leaking and constant hose failures, and personnel bucket stress cracked.

Estimated Cost:	Aerial Bucket Truck	$ 140,999
		$
		$
		$
		$
	Total	$ 140,999.00

A. Source of Funding: Bonding Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ 140,999.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ 140,999.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☒ No If yes, what priority do you assign to this project?

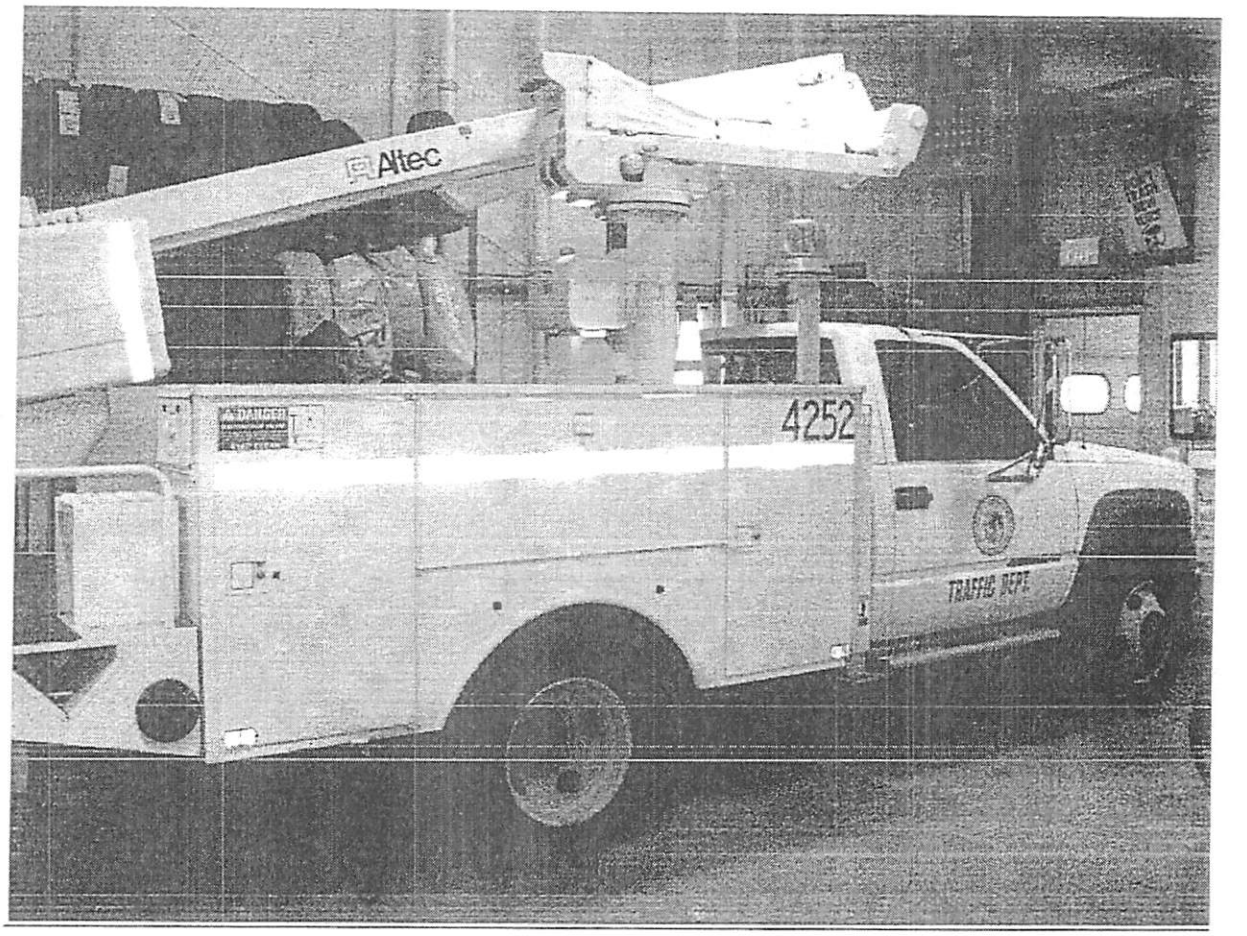
☐ Low ☐ Medium ☒ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: [signature] Date: 6/29/15

Please use additional sheets if necessary

1999 Altec Arial Bucket Truck to be replaced



Proposed Arial Bucket Truck Replacement

August 19, 2014
Our 85th Year

Ship To:
CITY OF SARATOGA SPRINGS
DPW
5 LAKE AVE
SARATOGA SPRINGS, NY 12866-2216
US

Bill To:
CITY OF SARATOGA SPRINGS
DPW
5 LAKE AVE
SARATOGA SPRINGS, NY 12866-2216
United States

Attn:
Phone:
Email:

Altec Quotation Number: 261091 - 1
Account Manager: Jeff Smith
Technical Sales & Support: Karen Barbini

Item	Description	Qty	Price
	Unit		
1.	Altec Model AT40M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and a proportional joystick upper control and toggle switches. Built in accordance to ALTEC's standard specifications and to include the following features:	1	

A. Ground to Bottom of Platform Height: 39.4 ft at 10.0 ft from centerline of rotation (12 m at 3 m)
B. Working Height: 44.4 ft (13.5 m)
C. Maximum reach to edge of platform: 29.6 ft at 16.3 ft platform height (9 m at 5 m)
D. Rotation: Continuous
E. Articulating Arm Articulation: -3 to 74 degrees. Insulator provides a minimum of 9.5 in (241.3 mm) of isolation.
F. Articulating arm is of a tubular steel structure. The articulating arm is designed so that the articulating arm and tension link are compensating. By raising the articulating arm only, the lower and upper boom maintain the same relative angle with the ground. By raising the articulating arm in conjunction with the lower boom, the operator is able to position himself more quickly and easily into the work area.
G. Lower Boom Articulation: -25 to 75 degrees. Insulator provides a minimum of in (0 mm) of isolation.
H. Lower boom is a fabricated, reinforced steel box structure. Polyethylene outer slide pads slide pads and Nylastron GSM inner slide pads are installed at the boom tip to guide the telescopic upper boom. These pads have a large contact area in order to reduce wear. The pads are shimmed and attached for ease of adjustment or replacement without disassembly of the booms.
I. Telescopic upper boom is constructed of filament wound, square fiberglass, providing a minimum of 31.5 inches (965 mm) of isolation. The inner surface of the fiberglass boom is coated with polyurethane to provide a dry, smooth inner surface, which will cause moisture to bead. The outer surface has a smooth

Item	Description	Qty	Price
	gelcoat finish.		
	J. The upper boom is extended and retracted by a double acting hydraulic cylinder installed within the booms. The boom extends and retracts over slide bearings located in the end of the lower boom.		
	K. Upper Controls: The upper controls system includes a proportional joystick upper control and toggle switches.		
	L. Controls for Boom and articulating arm functions are controlled with a single handle control. Control, through non-metallic linkages, actuates the interlock section and four individual boom function valves. The control provides good metering capability at all boom speeds. The single handle control activates Lower Boom?Up and Down, Upper Boom Extend and Retract, Rotation Clockwise/Counter-clockwise, and Articulating Arm Raise and Lower. Unit rotation is accomplished by moving the control from side to side similar to a tiller while upper boom operation is accomplished by twisting the control handle clockwise to retract and counter clockwise to extend.		
	M. Lower Controls: A lower control station includes and is located on the of the turntable. A selector valve is provided to override the upper controls.		
	N. The platform is leveled by hydraulic leveling means, contained within the upper boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. Leveling for the platform includes two double acting cylinders incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. Cylinders are located at the platform and at the end of the lower boom. The master-slave action of the cylinders maintains a level platform throughout the full range of boom articulation		
	O. Hydraulically articulating jib (Altec ARM Jib). Material handling system comes with 80ft of 0.50 inch polyester double braid rope and a metal thimble in the working end. Minimum breaking strength of the rope is 8,400 lbs. Material handling capacity is dependent upon upper boom extension and lower boom articulation angle.		
	P. Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This convenient troubleshooting feature saves time and reduces the risk of high pressure oil sprays.		
	Q. Tool circuit system relief pressure to be set to 2250 psi at 5.5 GPM.		
	R. Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks	1	
4.	Single 1-Man Platform, Fiberglass (insulated), 24" x 30" x 42", 180 deg rotator, end mounted with platform mounted single handle controls and round hydraulically articulating top mounted jib (Altec ARM jib).	1	
5.	Two(2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	
6.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
7.	Platform Liner - for one-man fiberglass platform, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV rating (minimum)	1	

Item	Description	Qty	Price
8.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools. Tool system relief pressure set at 2,250 psi.	1	
9.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the plaform or momentary switch at the lower control station and outriggers.	1	
10.	Jib Stick, 36" L, non-extension, non certified, grey in color	1	
11.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
12.	Primary Modified A-Frame Outriggers With Integrated Subbase, fixed shoe, provides 112 inch (2844 mm) maximum spread. Includes motion alarm and outrigger interlocks, which will not allow the unit to be operated until the outriggers have been deployed. For installation on a 30 to 34 inch chassis frame height.	1	
13.	Electric Outrigger Controls: drive hydraulic outrigger control valves. Durable weather proof electronic switches are located at the rear of the unit unless otherwise specified. Use of electronic switches reduces the number of hydraulic hoses and leak points.	1	
14.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability	1	
15.	Lifting Eye - lifting eye at outer end of lower boom. Rated at 1,000lbs (454kg) lifting capacity	1	
16.	Sight and Temperature gauge for hydraulic reservoir	1	
17.	Winch load line swivel hook	1	
18.	Altec Aerial Device Powder Painted White	1	
	Unit & Hydraulic Acc.		
19.	HVI-22 Hydraulic Oil (Standard).	25	
20.	Standard Pump For PTO	1	
21.	Electric Shifted PTO	1	
22.	Standard PTO/Transmission Functionality for Automatic Transmissions - If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. If chassis is already in neutral with PTO engaged and operator tries to shift into gear, PTO will disengage and transmission will shift into gear.	1	

Item	Description	Qty	Price
	Body		
23.	Altec Astoria	1	
24.	Fiberglass Body	1	
25.	Aerial Service Line With Step (ASLS)	1	
26.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
27.	94 Inch Body Width	1	
28.	Custom Body Compartment Height 48"	1	
29.	18 Inch Body Compartment Depth	1	
30.	Gelcoat Finish Entire Body Altec White	1	
31.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
32.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1	
33.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	7	
34.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
35.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
36.	Chains On All Horizontal Doors	1	
37.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	7	
38.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
39.	Two Hotstick Brackets On Streetside	1	
40.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
41.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
42.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
43.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
44.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
45.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
46.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
47.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
48.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	

Item	Description	Qty	Price
49.	1st Vertical (CS) - Louvered Panel On Rear Wall To Ventilate Compartment	1	
50.	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
51.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles	1	
52.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	1	
53.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
54.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
55.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
56.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
57.	29" L Aluminum Tailshelf, Width To Match Body , with wheel chock holders installed on each side.	1	
58.	Additional Body Option Rigid step mounted beneath side access step (installed to extend approx. 2" outward).	1	
59.	Additional Body Option Outrigger pad holders, 20" x 20" x 5"H, bolt on, bottom washout holes and 3/4" lip retainer.	2	
	Body and Chassis Accessories		
60.	ICC (Underride Protection) Bumper Installed At Rear	1	
61.	T-60 Style Pintle Hitch (10,000 LB MGTW with 2,000 LB MVL)	1	
62.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
63.	Platform Rest, Rigid with Rubber Tube	1	
64.	Boom Rest for a Telescopic Unit	1	
65.	Wood Outrigger Pad, 19" x 19" x 2.5", With Rope Handle	2	
66.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	
67.	Mud Flaps With Altec Logo (Pair)	1	
68.	5 LB Fire Extinguisher With Light Duty Bracket, Installed	1	
69.	Triangular Reflector Kit, Installed	1	
70.	Slope Indicator Assembly For Machine With Outriggers	1	
71.	Vise, Utility, 6.5 IN Jaw with 5.5 IN Opening, Pipe Jaws, with Replaceable Jaws and Swivel base , removable	1	

Item	Description	Qty	Price
72.	Vinyl manual pouch for storage of all operator and parts manuals	1	
	Electrical Accessories		
73.	Install secondary stowage system.	1	
74.	Install Remote Start/Stop system in Final Assembly.	1	
75.	Install Outrigger Interlock System	1	
76.	Compartment Lights Wired To Dash Mounted Master Switch	1	
77.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
78.	Altec Standard Amber LED Strobe Light with Brush Guard mounted on boom rest.	1	
79.	4-Corner Strobe Lighting, Amber LED A. Two (2) Surface Mounted Lights in Front Grille B. Two (2) Round Grommet Mounted Lights at Rear	1	
80.	Spot Light, Permanent Mount With Programmable Wireless Remote Control , mounted on curbside front of body.	1	
81.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
82.	1800 Watt Pure-Sine Wave Inverter mounted in 1st vertical compartment, curbside.	1	
83.	Deep Cycle Auxiliary Battery For Vented Applications (Group 31)	1	
84.	120 Volt GFCI Receptacle Includes Weather-resistant Enclosure , mounted at rear of body.	1	
85.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
86.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
87.	PTO Indicator Light Installed In Cab	1	
88.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
	Finishing Details		
89.	Focus Factory Build	1	
90.	Delivery Of Completed Unit	1	
91.	Powder Coat Unit Altec White	1	

Item	Description	Qty	Price
92.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
93.	Heavy Duty Cargo Coating, Lexzar, Cargo Area Floor and Tailshelf , applied on all walking surfaces.	1	
94.	English Safety And Instructional Decals	1	
95.	Vehicle Height Placard - Installed In Cab	1	
96.	Dielectric test unit according to ANSI requirements.	1	
97.	Stability test unit according to ANSI requirements.	1	
98.	Placard, HVI-22 Hydraulic Oil	1	
99.	Inbound Freight	1	
100.	Installation - AT40M	1	
	Chassis		
101.	Chassis	1	
102.	Altec Supplied Chassis	1	
103.	2015 Model Year	1	
104.	Other Chassis Make And Model Ford F-550	1	
105.	4x2	1	
106.	Chassis CA Length - 84"	1	
107.	Regular Cab	1	
108.	Chassis Color - White	1	
109.	Chassis Wheelbase Length - 165 inch	1	
110.	Ford 6.7L Power Stroke Diesel	1	
111.	Ford 6R140 6-Speed Automatic Transmission (w/PTO Provision)	1	
112.	GVWR 19,500 LBS	1	
113.	7,000 LBs Front Axle Rating	1	
114.	14,706 LBs Rear Axle Rating	1	
115.	225/70R19.5 Front Tire	1	

Item	Description	Qty	Price
116.	225/70R19.5 Rear Tire (Traction)	1	
117.	Hydraulic Brakes	1	
118.	Other Exhaust	1	
119.	98R - Operator Commanded Regeneration (OCR)	1	
120.	No California Emission Requirements	1	
121.	Air Conditioning	1	
122.	AM/FM Radio	1	
123.	Block Heater	1	
124.	Vinyl Split Bench Seat	1	
	Miscellaneous		
125.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	

Unit / Body / Chassis Total	
FET Total	
Total	140,999.(

Altec Industries, Inc.

BY

Karen Barbini

Notes:

1 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

2 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

3 F.O.B. -Destination

4 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

5 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

6 Interest charge of 1/2% per month to be added for late payment.

7 Delivery: 270-300 days after receipt of order PROVIDING:
A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
C. Customer approval drawings are returned by requested date.
D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

8 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

9 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

10 Please direct all questions to Jeff Smith at 610-393-9074.

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL 2016 - 2021

Department: Department of Public Safety - Fire Department Year. 2017

Project Title: Station 1 Doors

Project Description (Purpose/Justification, include useful life, personnel, operational)

The Lake Avenue Fire Station bi-fold doors are original to the building which was built in 1929. They are currently 86 years old. These doors are open and closed as many as 30-40 times a day. As a result the doors are malfunctioning or getting hung-up almost daily. It is not uncommon to have at least one door out of service or in by-pass mode. The doors have become more and more unreliable and increasingly malfunction when we are responding to an emergency. This malfunction causes a significant delay in our response time. It is our opinion the doors have reached the end of their useful life and will only continue to malfunction. At some point we will not be able to keep them operational.

Estimated Cost:	Doors	$	142,200.00
	Shipping	$	10,430.00
	Safety	$	2,700.00
	Contingent		14,220.00
	Total	$	169,550.00

A. Source of Funding: **Bonding** Grant Source: _____

B. Means of Financing:	Prior Funding	$	-
	Local Taxes	$	
	Federal	$	
	State	$	
	Private (non-gov't)	$	
	Other Government	$	
	Donation	$	
C. Methods of Financing	Reserve Funds	$	
	Grants	$	
	Transfers	$	
	Current Taxes	$	
	Notes	$	
	Bonds	$	169,550.00
	Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	30+ Years
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: [signature] Date: 6/25/15

Please use additional sheets if necessary

Quotation

Adirondack Overhead Door Co., Inc.
10 So. Western Ave.
Queensbury, NY 12804
Phone: 518-793-8962 Fax: 518-793-0681

Date: 4/14/2015
Phone: 885-1255

To: Butler Rowland Mays Architects, LLP
57 West High Street
Ballston Spa, NY 12020
Attention: Steve Rowlands
E-mail: rowlands @brmarchitects.com

Job Site: Saratoga Fire House

4 11 X 11 Richards- Wilcox Slidetite- Premium Series- Wood Overlay $142,200.00
$35,550.00 Per Door

* FOUR SECTIONS, FABRICATED FROM TUBULAR AND FORMED STEEL, WELDED CONSTRUCTION
* THE FRONT FACE WILL BE COVERED WITH EXTERIOR GRADE FIR PLYWOOD (BASE MATERIAL) FOLLOWED BY 3" WESTERN RED CEDAR V- MATCH H INLAY AND WESTERN RED CEDAR OVERLAY TO MATCH THE EXISTING DOOR DESIGN AS CLOSE AS POSSIBLE.
*THE BACK FACE WILL COVERED IN 1/2" BALTIC BIRCH PLYWOOD
* OVERALL THICKNESS OF DOOR WILL BE A MAXIMUM OF 4" THICK
* SECTIONS TO BE INSULATED WITH 2" EXTRUDED POLYSTYRENE INSULATION
* EACH SECTION TO HAVE 2 WINDOWS, CONSISTING OF SEALED UNITS MADE OF 5/8" THICK CLEAR TEMPERED GLASS, EACH WINDOW TO BE 17" X 53" INCH APPROX.
*OPENING FRAME CONSISTING OF 6X4 HSS DEIGNED TO MOUNT TO THE BUILDING, THE FRAME IS PREDRILLED TO RECEIVE FIELD MOUNT HARDWARE
*AFTER THE FARBICATION, ALL STEEL TO RECEIVE A SHOP COAT OF STANDARD PRIMER
*ALL EXTERIOR FACING MATERIAL WILL BE PRETREATED WITH A PRODUCT TO HELP MINIMIZE EXPANSION & CONTRACTION AND HELP TP MAINTAIN DIMENSIONAL STABILITY
*THE INTERIOR AND THE EXTERIOR OF THE DOOR WILL BE A STAIN FINISH TO MATCH THE EXISTING COLOR
*THE OPENING FRAME WILL BE PRIMED AND WILL HAVE A FINISH COAT OF BLACK PAINT
*EXTRUDED LOW TEMPERATURE SEAL RETAINED IN ALUMINUM RETAINERS FOR LINTEL AND VERTICAL EDGES. BRUSH TYPE SEAL BACKED WITH REINFORCED NEOPRENE RUBBER HELD WITH ALUMINUM EXTRUSIONS AT THE SILL.
*ELECTRIC OPERATOR CONSISTING OF TWO-STAGE GEAR REDUCER, EMERGENCY MANUAL OPERATION WITH GEAR RELEASE, INTEGRATED LIMIT SWITCHES AND 230 VOLTS, 3 PHASE, 60 CYCLES ELECTRIC MOTOR WITH BUILT- ON FREQUENCY INVERTER, NEMA4, CSA APPROVED, WALL MOUNTABLE CONTROLS ENCLOSURE C/ WITH DISCONNECTS, LCD DISPLAY WINDOW, SOFT-START AND SOFT- STOP TYPE CONTROLS AND OPEN- CLOSE- STOP PUSH BUTTONS ON COVER
*TOP MOUNT OPERATOR TO BE COMPLETE WITH BASE AND LINKAGE
*1 NEMA 4 EXTERIOR THROUGH BEAM PHOTO CELL TO PREVENT CLOSING IN CASE IT DETECTS AN OBSTRUCTION
*WIRELESS FEATHER EDGE SAFETY EDGE ON THE LEADING EDGES OF THE LEADING SECTIONS

SHIPPING & HANDLING- REIMBURSEMENT ONLY $10,430.00

OPTION:
4. MOTION SENSORS FOR SAFETY $2,700.00

To confirm this order, please sign and return copy of quote. Thank You

Sub Total: $152,630.00
Tax: W/OUT OPTION
Total:
add'l parts / time extra

Terms: Net 30 Days

Michael Ringer: _____ Date: 4/14/15

Openings are to be prepared by others. Jambs must be plumb and openings square. We assume no obligation for the physical condition of your masonry and disclaim all responsibility for failure of our materials or installation through soft brick, crumbling

We Accept This Quote:_____ Date:_____

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL 2017

Department DPS

Project Title East Side Fire and EMS Facility

Project Description (Purpose/Justification, include useful life, personnel, operational)
(use additional sheets if necessary) Funding needed for land and/or construction (including design & contingency) for a Fire and EMS Facility on the Eastern Plateau

Estimated Cost:		
Design	$	
Construction	$	3,000,000.00
Contract Administration	$	
Contingency	$	
Operational (Annual)	$	
Total	$	3,000,000.00

A. Source of Funding: _____ Grant Source: _____

B. Means of Financing:		
Prior Funding	$	
Local Taxes	$	3,000,000.00
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	
Donation	$	
C. Methods of Financing		
Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	3,000,000.00
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	20 yrs +
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: [signature] Date: 6/29/15

Please use additional sheets if necessary

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department Recreation Department YR 2017

Project Title Playgrounds and Facilities

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The playgrounds are in need of updating and expansions. Expansion plans may include an adult fitness park, additional youth equipment, and/or replacement of current equipment Some or all of the following parks may be included: East, West, North, South, and Veterans Memorial. Other items may include building and grounds renovations.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 325,000.00
Contract Administration		$
Contingency		$ -
Operational (Annual)		$
	Total	$ 325,000.00

A. Source of Funding: Sub Division Rec Grant Source: Pending

B. Means of Financing:

Prior Funding	$
Local Taxes	$
Federal	$
State	$
Private (non-gov't)	$
Other Government	$ 200,000.00
Donation	$ 125,000.00

C. Methods of Financing

Reserve Funds	$ 200,000.00
Grants	$ 125,000.00
Transfers	$
Current Taxes School Tax	$
Notes	$
Bonds	$
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	15-25 yrs
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _____

E. Insurance mandate: [ ] Yes [X] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Williams Date: 8/3/15

Please use additional sheets if necessary

East Side

KOMPAN

SALES PROPOSAL

COROCORD

KOMPAN, INC. * 930 Broadway, Tacoma, WA 98402 * Tel 1-888-579-8223 * Fax 1-888-579-8224 * www.kompan.com

KOMPAN is a proud supplier partner of

U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE

Date	06/30/14
Expiration Date	
Proposal No.	SP31392
Project	East Park
Ship to State/Zip	NY 12866
Customer Service Representative	Joedi Rice
Sales Representative	Brie Martinez
Payment Terms	NET 30

Site Location: 520236
East Park
Option 2
Corner Caroline St & Granger
Saratoga Springs, 12866
United States

Invoice-to: 630006
City of Saratoga Springs - Rec
Recreation Department
15 Vanderbuilt Ave.
Saratoga Springs, New York 12866
United States
John Hirliman

Ship-to:
East Park
Corner Caroline St & Granger
Saratoga Springs, NY 12866
United States

Qty.	Item No.	Description	Unit Price	Retail Price	Disc. %	Net Price
		U.S. Communities Contract #110171				
		Equipment				
		Swing: 3 bay, 2 belt, 1 ADA, 1 infant				
1	SW910201-0809	SWING Complete Frame Double	1,173.00	1,173.00	15.00	997.05
2	SW910801-0809	SWING Start-End Double	952.00	1,904.00	15.00	1,618.40
2	SW990011-01	SWING SEAT- BELT	90.00	180.00	15.00	153.00
2	SW990021-00	INFANT SEAT	310.00	620.00	15.00	527.00
2	S67855	Made-For-Me Seat, 8' beam	602.00	1,204.00	15.00	1,023.40
1	ELE-CUSTOM	Elements Custom Config. ELE9401354	34,288.00	34,288.00	15.00	29,144.80
1	M26101-3418P	Daisy Desk w/Cover Patch	1,670.00	1,670.00	15.00	1,419.50
1	M17501-12P	WATER LILIES	920.00	920.00	15.00	782.00
1	M10670-12P	GANDER	970.00	970.00	15.00	824.50
1	M16801-12P	Ladybug HDPE In Ground- 60CM	920.00	920.00	15.00	782.00
1	ELE400021-3718	Blazer In Ground-90cm	4,150.00	4,150.00	15.00	3,527.50
1	M57170-3317P	ROTATING TABLE HDPE	1,240.00	1,240.00	15.00	1,054.00
						41,853.15

Continued on page 2.....

		Continued from page 1				41,853.15
1	ELE-CUSTOM	Elements Custom Config. ELE400104	4,685.00	4,685.00	15.00	3,982.25
2	ELE400024-3717BL	Spinner Bowl, Blue In Ground (colors TBD)	970.00	1,940.00	15.00	1,649.00
1	ELE400060-3717	Multispinner-Blue,Red, Green	8,499.00	8,499.00	15.00	7,224.15
1	GXY801421-3717	Spica 1 In Ground -90cm	2,120.00	2,120.00	15.00	1,802.00
		Swing: 5 Bay, 10 belts				
1	SW910201-0809	SWING Complete Frame Double	1,173.00	1,173.00	15.00	997.05
4	SW910801-0809	SWING Start-End Double	952.00	3,808.00	15.00	3,236.80
10	SW990011-01	SWING SEAT- BELT	90.00	900.00	15.00	765.00
1	EDGE-CUSTOM	Edge Custom ELE5900569	30,360.00	30,360.00	15.00	25,806.00
1	COR-CUSTOM	Custom Dome w/ Parkor & Nets	70,710.00	70,710.00	15.00	60,103.50
4	M87402-3617	Orbit 300 mm	230.00	920.00	15.00	782.00
1	FRT-PA	Freight Middletown PA	3,261.00	3,261.00		3,261.00
1	INSTALLATION	Installation	43,588.50	43,588.50	5.00	41,409.07
		Surfacing				
******	TFG-NYCE-14-00	EWF/CFH 14'/12""comp. 520 CY	1.03	10,704.79	10.00	9,634.31
1	FRT-OTHER	Freight for EWF	4,916.00	4,916.00		4,916.00
520	INSTALLATION	Installation of EWF per CY	12.00	6,240.00	5.00	5,928.00
18	PRP-R13C4836	Under Surface Mat	107.00	1,926.00	10.00	1,733.40
1	FRT-OTHER	Freight for swing/slide mats	378.00	378.00		378.00
18	INSTALLATION	Installation of swing mats	33.363	600.53	5.00	570.50
1	DEMOLITION	Demolition & disposal of existing Equipment	2,667.00	2,667.00	5.00	2,533.65
Total						**218,564.83**

Comments:

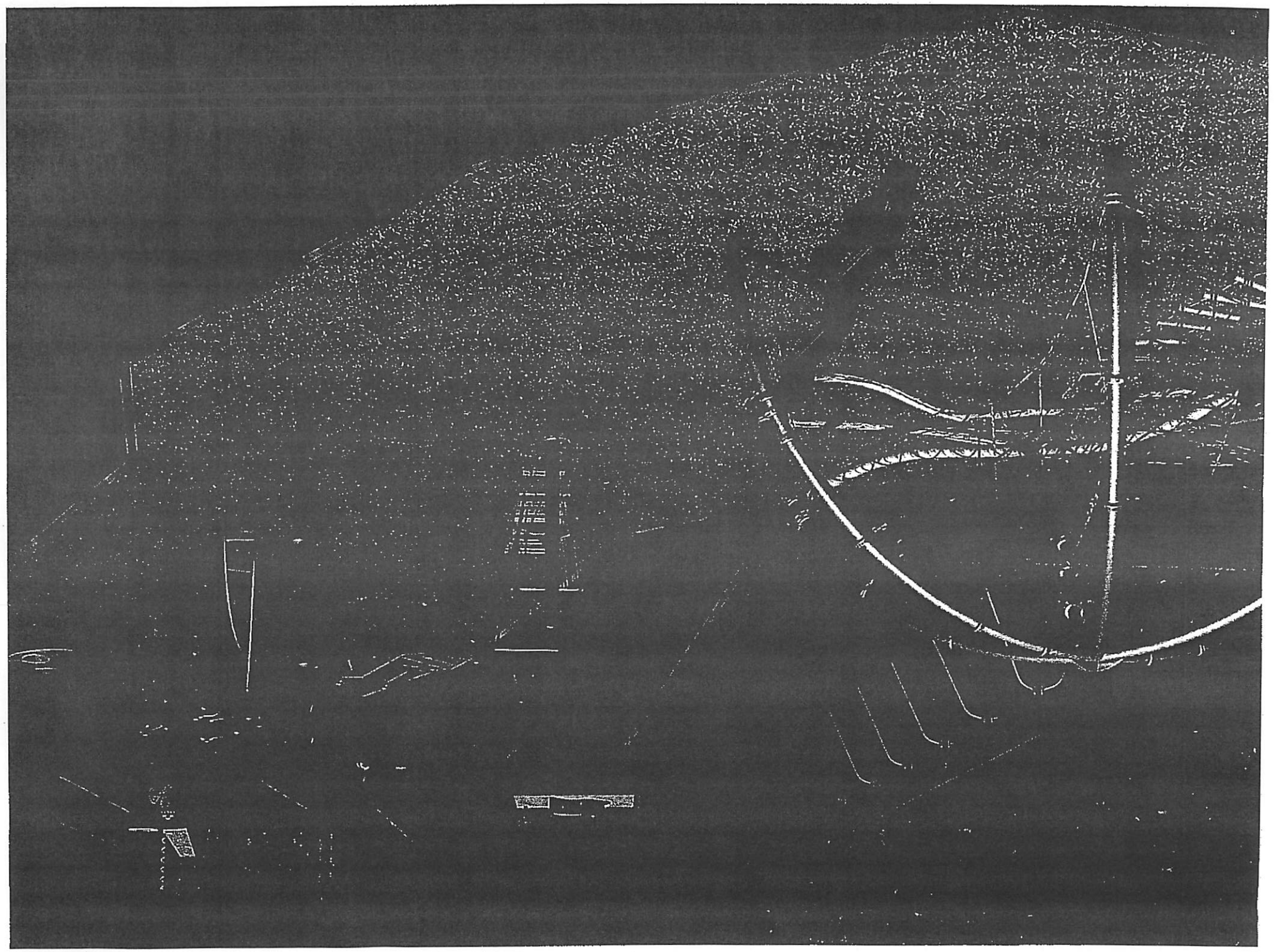
Please allow 14-16 weeks for product delivery upon order placement.
This quote assumes direct delivery.
This quote includes a charge for liftgate service.
Charges for payment / performance bonding are not included. An appropriate amount will be added if applicable.
Charges for permits are not included. An appropriate amount will be added if applicable.
Price assumes NO overhead (13'6" or lower) or underground (within 3'6" of surface) obstacles.
Please provide us with a copy of your tax-exempt certificate if applicable.
Customer is responsible for disposal of refuse / garbage.
The site should be as level as possible, and MUST have no more than a 1" (inch) in 10' (feet) slope or change in elevation over the full length and width of the playground area.
This proposal assumes that there is no Prevailing Wage requirement for this job.

Summary:

	Retail Price	Discount	Net Price
Subtotal - KOMPAN Products	173,150.00	25,972.50	147,177.50
Subtotal - Other Products	1,204.00	180.60	1,023.40
Subtotal - Surfacing	12,630.79	1,263.08	11,367.71
Subtotal - Installation & Other Services	53,096.03	2,654.81	50,441.22
Subtotal - Freight	8,555.00	0.00	8,555.00
Subtotal	**248,635.82**	**30,070.99**	**218,564.83**

Estimated Tax Rate	(Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability.)	0.00
Total		**218,564.83**

Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within the Master Argeement, which is hereby acknowledged. Acceptance of this proposal by KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good for 60 days. This proposal may be withdrawn if not accpeted by 08/29/14. KOMPAN Products are "Buy American" qualified, and compliant with the Buy American Act of 1933 and the "Buy American"provision of the ARRA of 2009.	KOMPAN Authorized Signature: Accepted By (signature): _____ Accepted By (please print): _____ Date: _____



East Side

EAST PARK

Project:
Model: As Noted
Rep: KOMPAN - Brie Buske-Martinez

KOMPAN!

Date: 06/23/14
PSC:
Designer: chaled

SCALE: 1/16" = 1'-0"

FOR QUOTING ONLY
NOT FOR CONSTRUCTION

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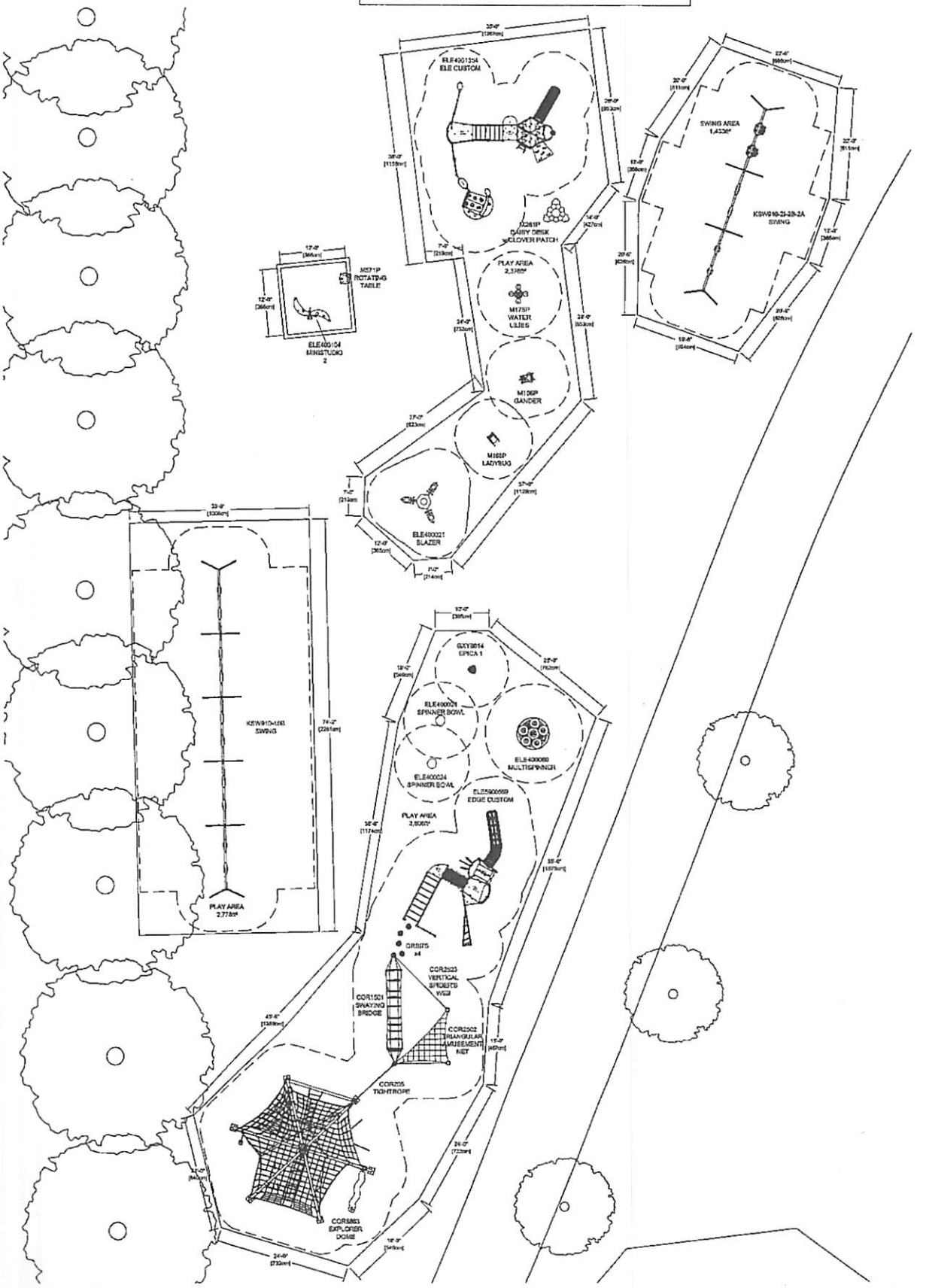
All composite structures shown require a site grade of 1% maximum.

For surface mount options, the concrete requirements may be up to 5½" of 3,500 psi minimum compressive strength. Contact KOMPAN for specific product requirements.

Site representation is based upon estimated site dimensions and cannot be used as an accurate way of determining site area.

Layout is in accordance with ASTM F1487-11



Name: Veterans Over $200K
Discount Applied: 15%

Discription	Number	Color Code	Full Price	Discounted Price	Weight	Installation
$ Bay Swing						
1Basket/1A/2I/3B		R	$9,935.00	$8,444.75	1,167	$2,483.75
Bloqx 4	BLX4103	G	$25,490.00	$21,666.50		$6,372.50
Spinner Bowl	ELE400024	G	$1,000.00	$850.00		$250.00
Spacenet	COR1011	R	$15,190.00	$12,911.50		$3,797.50
Supernova	GXY916	G	$7,590.00	$6,451.50		$1,897.50
Lg Rope Trail	COR2084	Y	$30,640.00	$26,044.00		$7,660.00
Explorer	ELE400008	G	$4,910.00	$4,173.50		$1,227.50
Speeder	ELE400019	Y	$1,190.00	$1,011.50		$297.50
Blazer	ELE400021	Y	$4,270.00	$3,629.50		$1,067.50
Flow 3	ELE400055	Y	$33,360.00	$28,356.00		$8,340.00
Epic	ELE500015	Y	$56,720.00	$48,212.00		$14,180.00
Free Runner	KPX120	Y	$4,800.00	$4,080.00		$1,200.00
Leg Lift Station	KPX126	Y	$2,650.00	$2,252.50		$662.50
Hand Bike	KPX130	G	$5,120.00	$4,352.00		$1,280.00
Dbl Chest Press	KPX131	Y	$6,430.00	$5,465.50		$1,607.50
Core Cycler	KPX222	Y	$6,830.00	$5,805.50		$1,707.50
Flex Trainer	KPX224	G	$3,170.00	$2,694.50		$792.50
Picnic Tables x2	KPL204	R	$3,380.00	$2,873.00	480	$845.00
Boarders & Mats	Guestimate		$5,000.00	$3,000.00		$1,250.00
				$0.00		$0.00
			$227,675.00	$192,273.75		$56,918.75

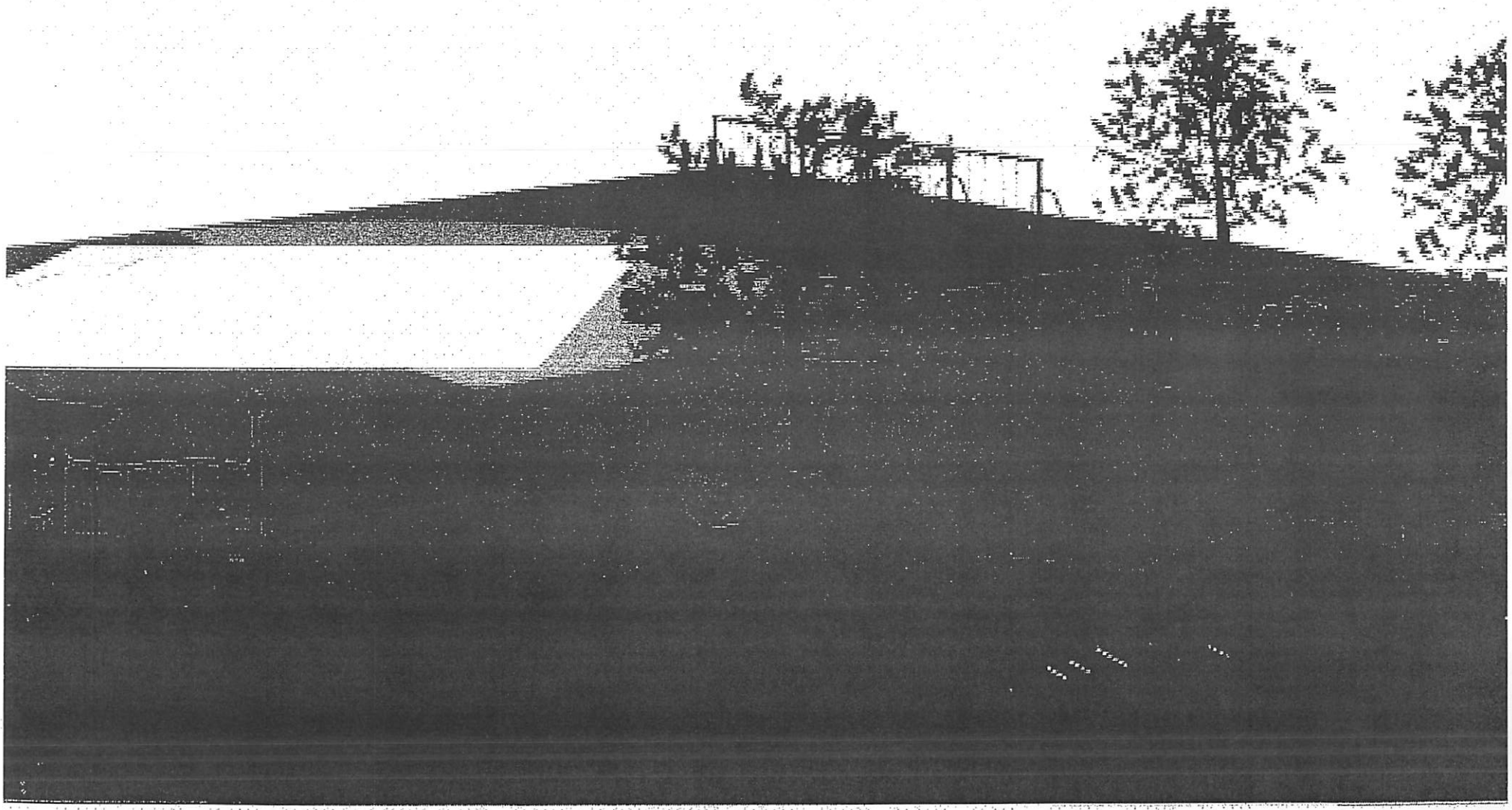
MWF Guestimate including Install:

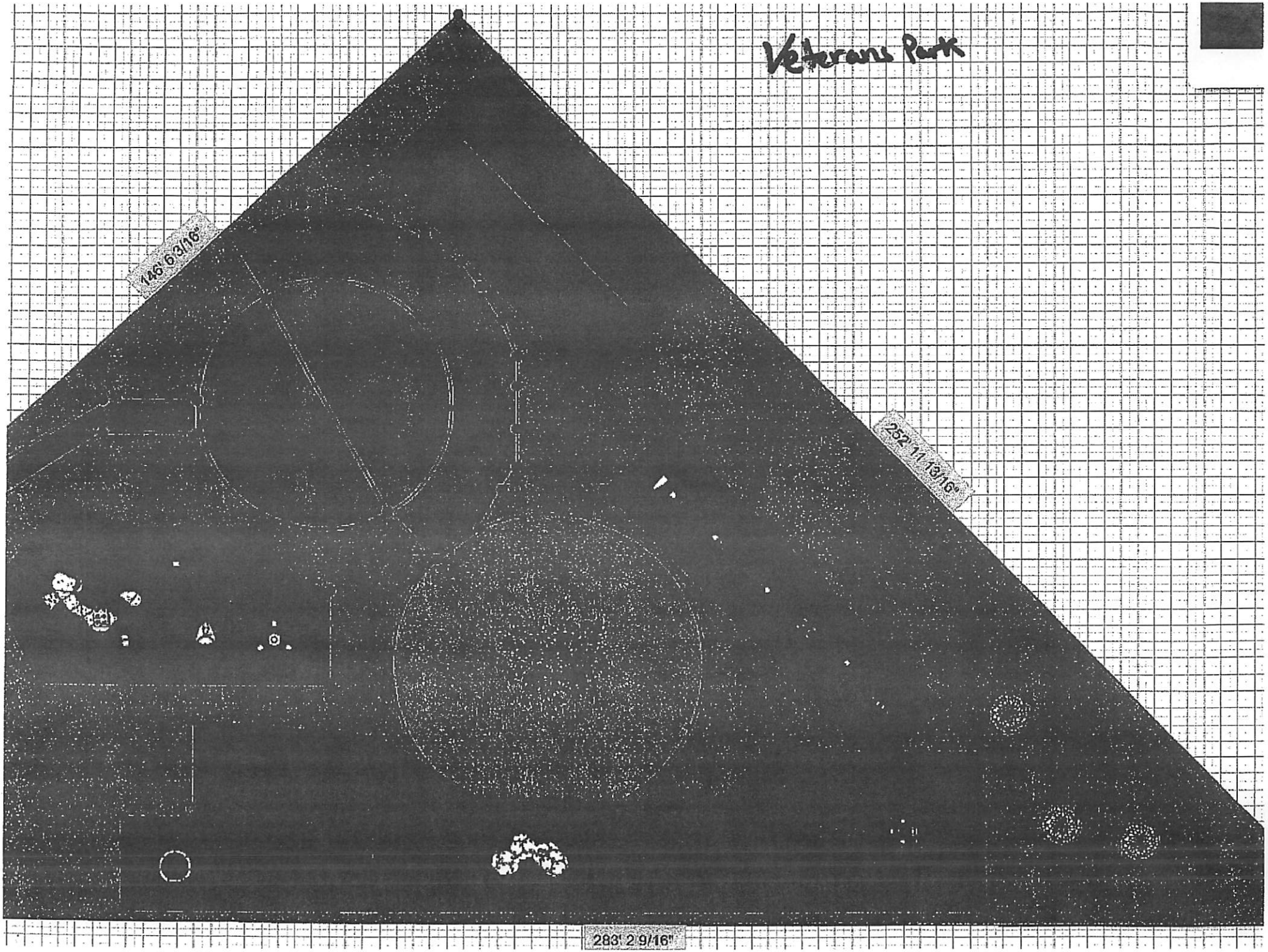
sq'	9919	$1.50	14878.5
			13390.65

Freight: $2,000.00

Projected Total w/Surfacing $264,583.15

Veterans Park




Veterans Park
146' 6 3/16"
252' 11 13/16"
283' 2 9/16"

Name: West Park Over $200K
Discount Applied: 15%

Discription	Number	Color Code	Full Price	Discounted Price	Weight	Installation
4 Bay Swing 1Basket/1A/2I/3B		R	$9,935.00	$8,444.75	1,167	$2,483.75
6'7" Swing set 2T			$1,500.00	$1,275.00		$375.00
6'7" Swing set 2I			$1,500.00	$1,275.00		$375.00
Spica	GXY8014		$2,180.00	$1,853.00		$545.00
Supernova	GXY916	G	$7,590.00	$6,451.50		$1,897.50
Corocord Sway Bridge	COR15011		$5,730.00	$4,870.50		$1,432.50
Corocord Rope Screw	COR15071		$2,310.00	$1,963.50		$577.50
Corocord Magic Carpet	COR15081		$3,990.00	$3,391.50		$997.50
Performer Dome	COR8842		$42,430.00	$36,065.50		$10,607.50
Spinner Bowl x2	ELE400024	G	$2,000.00	$1,700.00		$500.00
Talus	ELE500014		$39,990.00	$33,991.50		$9,997.50
Regulus	GXY939012		$23,620.00	$20,077.00		$5,905.00
Garden Seesaw	M18670P		$6,390.00	$5,431.50		$1,597.50
Toddler Spica	M191p		$1,360.00	$1,156.00		$340.00
Zip Line	M87202		$15,000.00	$12,750.00		$3,750.00
Toddler Tower Castle	MSC542400p		$13,190.00	$11,211.50		$3,297.50
Global Toddler Triple Tower	PCM300110		$30,190.00	$25,661.50		$7,547.50
Talk and tumble	PCM000510		$7,100.00	$6,035.00		$1,775.00
Garden Table x2	M23070		$5,820.00	$4,947.00		$1,455.00
Picnic Tables x2	KPL204	R	$3,380.00	$2,873.00	480	$845.00
Boarders & Mats	Guestimate		$5,000.00	$3,000.00		$1,250.00
				$0.00		$0.00
			$230,205.00	$194,424.25		$57,551.25

Freight: $5,000.00

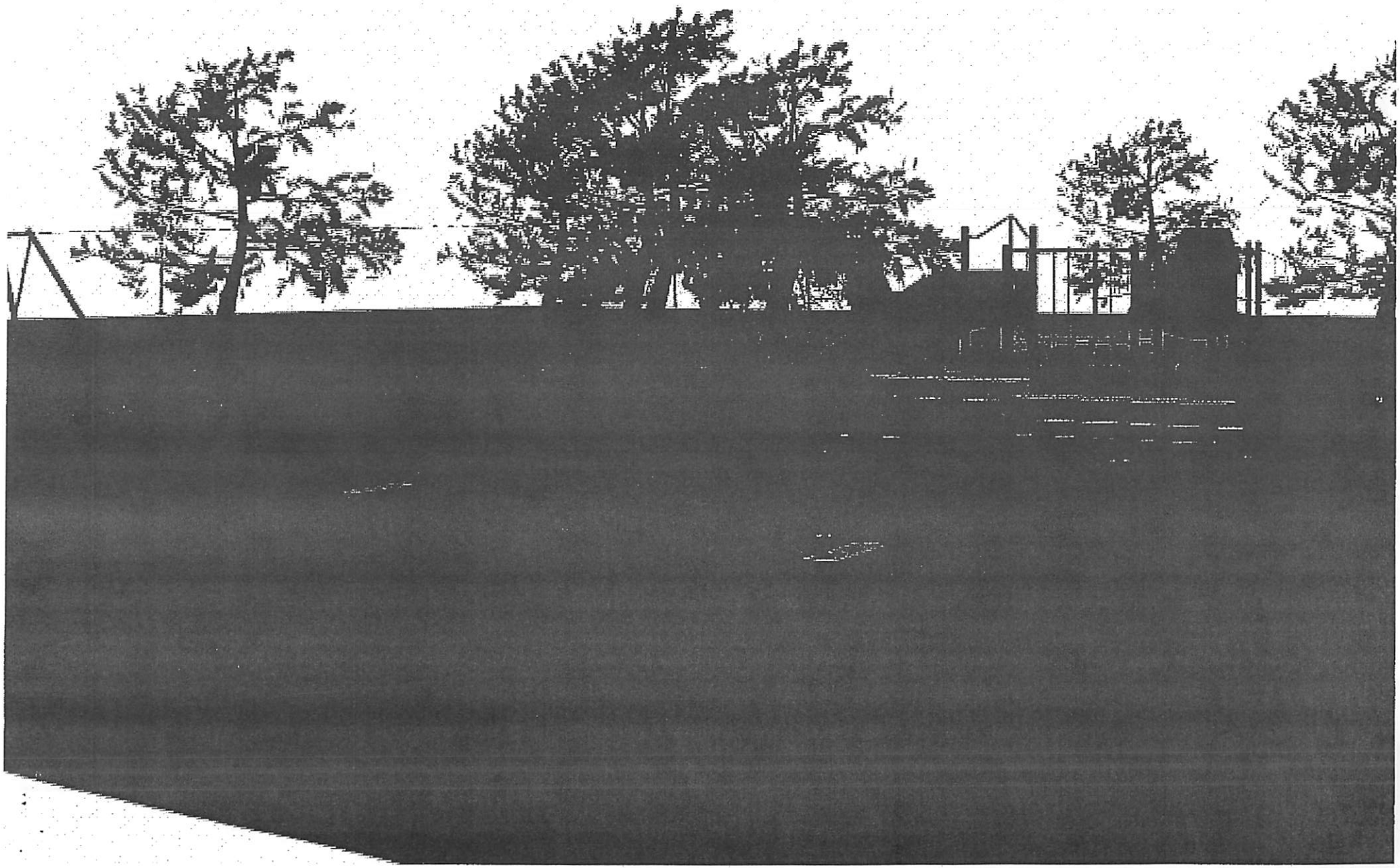
MWF Guestimate including Install:

sq'	13993	$1.50	20989.5
			18890.55

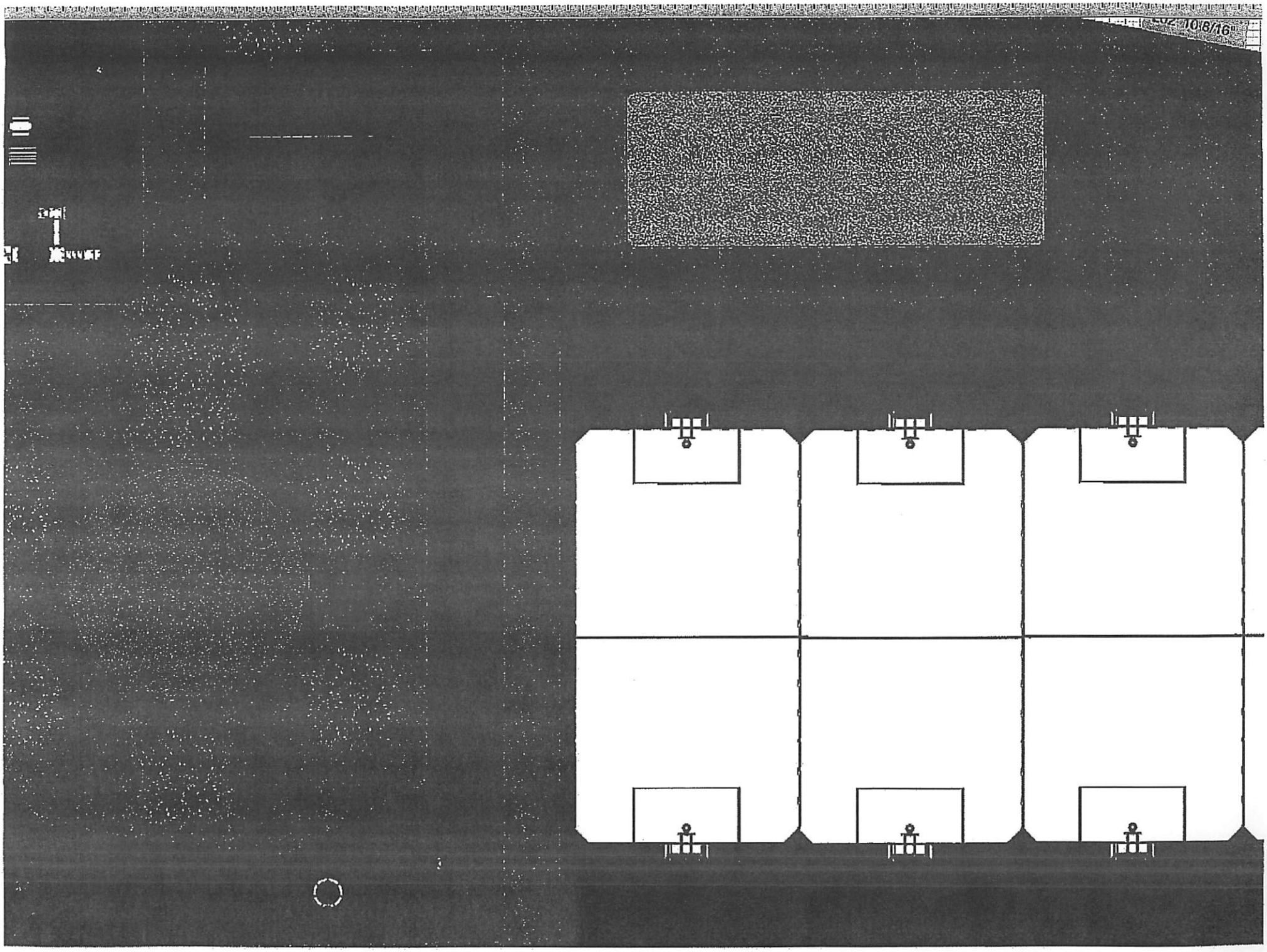
Projected Total w/Surfacing $275,866.05

West

West



West



Name: Northside - Under $75K
Discount Applied: 15%

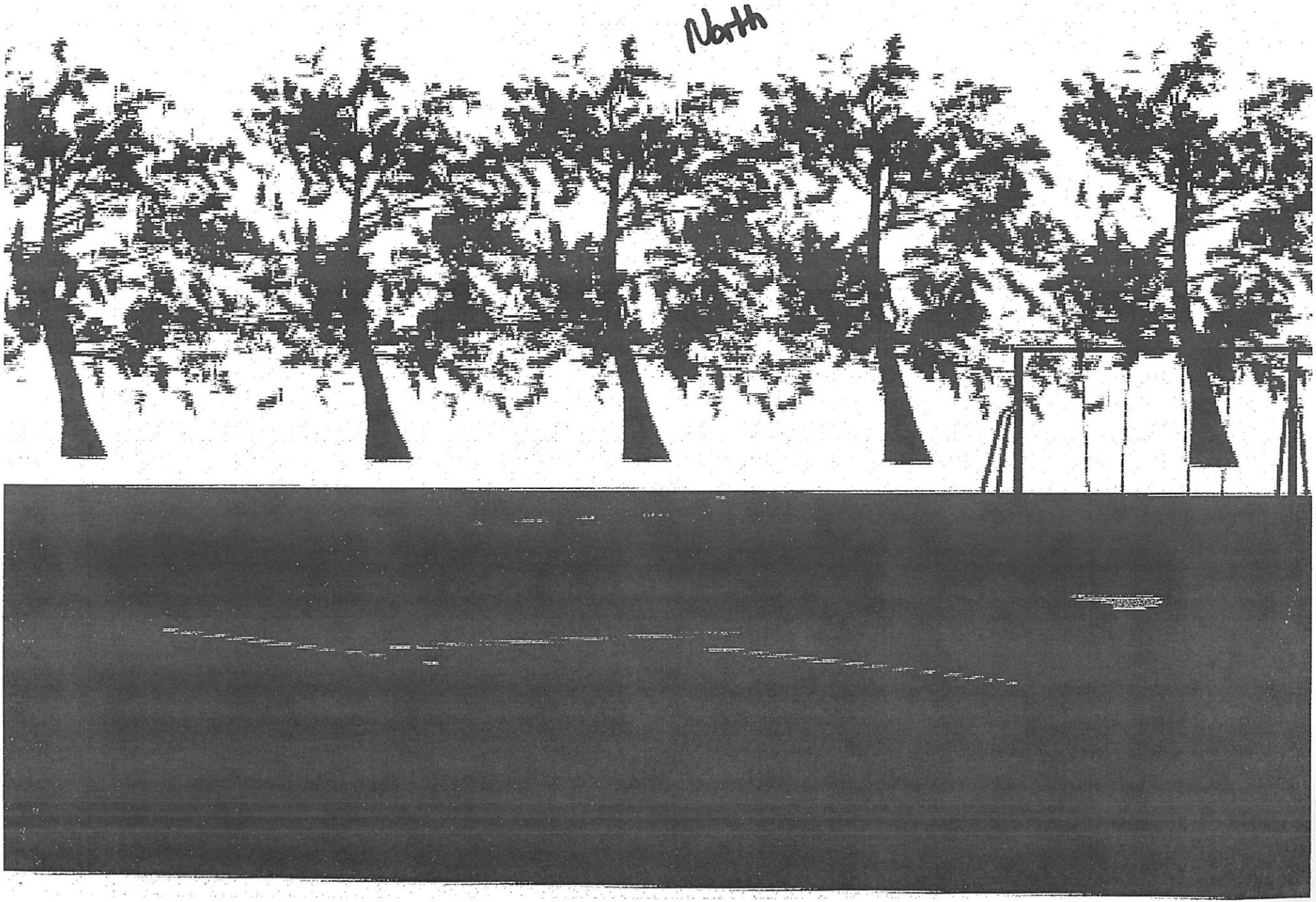
Discription	Number	Color Code	Full Price	Discounted Price	Weight	Installation
2 Bay Swing Set 3 belt/1 ADA	KSW91051	R	$3,690.00	$3,136.50	625	$922.50
1 Bay Infant swing	KSW91013	R	$1,300.00	$1,105.00	228	$325.00
Pony	NRO102	Y	$1,100.00	$935.00	89	$275.00
Triple Balance Beam	NRO804	G	$1,940.00	$1,649.00	492	$485.00
Balance Posts w/ Rope	NRO832	G	$2,340.00	$1,989.00	394	$585.00
Parkour 004	NRO854	G	$12,860.00	$10,931.00	1,136	$3,215.00
Ultimate Play Tower	PCM100210	G	$16,820.00	$14,297.00	1,136	$4,205.00
15x20 Shade 12'H	SS-R1520	3	$5,328.00	$5,328.00		$1,332.00
Picnic Tables x2	KPL204	R	$3,380.00	$2,873.00	480	$845.00
Boarders & Mats	Guestimate			$3,000.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
				$0.00		$0.00
			$48,758.00	$45,243.50		$12,189.50

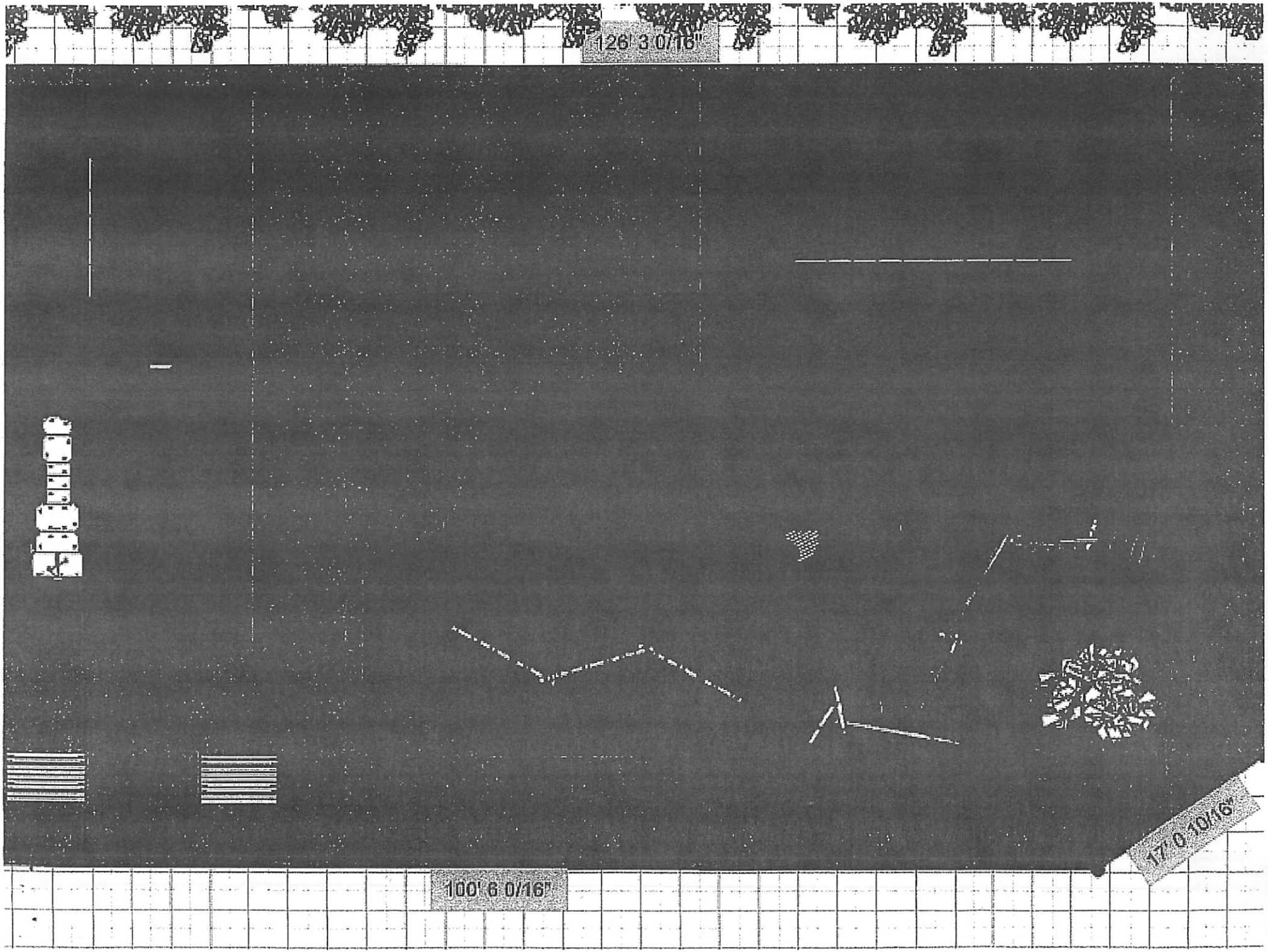
MWF Guestimate including Install:

sq'	4487	$1.50	6730.5
			6057.45

Freight: $2,000.00

Projected Total w/Surfacing $65,490.45


North


126' 3 0/16"
100' 6 0/16"
17' 0 10/16"

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department Recreation Department YR 2017

Project Title East Side & West Side Rec Improvements

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The City of Saratoga Springs and School District have an approved agreement. This is for the East and West Side Recreation Complexes. Items include Building and Grounds renovations and upgrades.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 35,000.00
Contract Administration		$
Contingency		$ -
Operational (Annual)		$
	Total	$ 35,000.00

A. Source of Funding: Saratoga School Reimbursement Grant Source:
School Agreement funding 2016 $35,000; 2017 $35,000; 2018 $35,000; 2019 $40,000; 2020 $40,000; 2021 $40,000

B. Means of Financing:

Prior Funding		$
Local Taxes	School Tax	$
Federal		$
State		$
Private (non-gov't)		$
Other Government		$ 35,000.00
Donation		$

C. Methods of Financing

Reserve Funds		$
Grants		$
Transfers		$
Current Taxes	School Tax	$ 35,000.00
Notes		$
Bonds		$
Other debt obligation		$

D. Useful Life (provide data for 3 years)

Estimated length useful life	Varies depending on project
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases 6 (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by School agreement

E. Insurance mandate: [ ] Yes [X] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [X] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Hirlum Date: 7/8/15

Please use additional sheets if necessary

EAST SIDE and WEST SIDE RECREATION FIELDS
USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this ___ day of March, 2011 between THE ENLARGED CITY SCHOOL DISTRICT OF THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State school district corporation organized under Article 51 of the New York State Education Law with principal offices located at 3 Blue Streak Boulevard, Saratoga Springs, New York, (hereinafter "the School District") and THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State Municipal Corporation with principal offices located at City Hall, Broadway, Saratoga Springs, New York (hereinafter "the City") (the School District and the City may be referred to individually as a "party" or collectively as "parties").

RECITALS

WHEREAS, the School District owns certain real property located in the City of Saratoga Springs, commonly known as the East and West Side Recreation Fields (hereinafter "the Fields"), and more specifically described by the maps attached hereto as Exhibit A, and

WHEREAS, the Board of Education of the School District previously determined that the operation of such recreational facilities and the conducting of recreational programs by the School District would be economically and practically unfeasible, and

WHEREAS, the City has heretofore agreed to operate recreational programs for the residents of the School District and, in connection therewith, has, by a resolution duly enacted May 6, 1977, created, pursuant to Section 243 of the General Municipal Law, a Recreational Commission known as the "Saratoga Springs Recreational Commission" (hereinafter "Commission") for the purposes of equipping, operating and maintaining playgrounds and recreational fields on behalf of the City and the residents of the School District. The term "recreational program" means all those recreational activities mutually agreeable to the School District and the City and expressly includes the physical education and intramural and interscholastic athletics programs of the School District.

WHEREAS, the School District and the City have heretofore entered into Agreements pursuant to which the City's Commission has operated and maintained the Fields, and the Parties desire to continue that relationship under this new Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree to the following:

1. **Effective Date.** This Agreement shall become effective on April 1, 2011.

2. **Term.** The Initial Term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020.

3. **Representations.**

   3.1. The Parties represent that they each possess the legal authority to enter into this Agreement and carry out its terms.

3.2. The Parties represent that the signatures affixed hereto are those of their duly-authorized representatives and that those representatives have been authorized to execute this Agreement by a properly enacted resolution of the governing body of the Party for whom they have signed.

3.3. The Parties individually represent that there are no legal actions pending or threatened by any party, which could adversely affect their ability to enter into and implement this Agreement as contemplated herein. Each Party further individually represents that there are no actions, legal proceedings, or any governmental proceedings or investigations pending or threatened against them that otherwise adversely affect their ability to carry-out their obligations hereunder.

3.4. This Agreement is entered into pursuant to Article 5-G of the General Municipal Law.

3.5. Each Party represents that it currently maintains appropriate liability insurance to cover the risks associated with this Agreement and the contractual indemnification obligations they each undertake in this Agreement. Each Party represents that it knows that the insurance policy(ies) it currently maintains are adequate because it has provided this Agreement to its insurance agent/insurer and has obtained the insurance agent/insurer's assurance that its coverage(s) are adequate.

4. **Right of Use and Operation.**

4.1. Use by the City. Subject to the provisions of Section 5.2 below, the School District gives the City the exclusive right to use, operate, maintain, supervise and control the Fields, including the right to allow and schedule the use of the Fields by third-parties.

4.2. Use by the School District. The City's use, operation, maintenance, supervision and control of the Fields shall be subject, however, to the priority use of the Fields by the elementary and secondary schools of the School District in connection with their physical education and athletic programs, including, but not limited to: regularly scheduled physical education classes, interscholastic and intramural sports teams, and such other programs now in progress, or later developed, in the furtherance of the School District's educational mission.

5. **Ownership of the Fields and Improvements Thereon.**

5.1 Title to the Fields, all improvements to the Fields, and all equipment installed on the Fields shall be and remain in the School District. No improvement to the property shall be made and no equipment shall be installed by the City or any third-party without the prior written approval of the School District. All structures on the Fields are subject to inspection and, where required, permitting by the State Education Department for compliance with applicable building and safety codes.

5.2 The School District shall have unrestricted access to the Fields and any building(s),

equipment, or improvement(s) on the Fields.

6. **Obligations of the City.**

6.1. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of the use of the moneys paid by the School District pursuant to Paragraphs 8.1 and 8.2.

6.2. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of any and all revenues received on account of its operations of the Fields, from whatever source and for whatever purpose, by date, source, purpose and amount. The revenues described herein may include, but are not limited to: user fees, maintenance charges, sponsorship revenues, advertising revenues, and charitable contributions.

6.3. The City shall maintain recreational programs that involve all residents of the School District, including any residents of the School District who are not residents of the City. Any nonresident of the City may be charged a fee that is different than a fee charged to a resident of the City, provided such fee bears a reasonable relationship to any added costs to the City of the nonresident's participation in such program.

6.4. All equipment and structures installed on the Fields shall be inventoried and itemized by the City on an annual basis and such inventory shall be given to the School District on or before December 31st of each year of this Agreement. An inventory of equipment and structures located on the Fields as of the Effective Date of this Agreement is attached hereto as Exhibit B.

6.5. Utilities. The City shall be responsible for any utility charges at the Fields including, without limitation, water, gas, oil, heat, electricity, air conditioning, telephone, and internet and other related telecommunications services.

6.6. Insurance. The City shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "City's Insurance"). The City shall add the School District as an additional insured on the City's Insurance and shall maintain the City's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The City shall furnish the School District with proof of the City's Insurance at least annually or as requested by the School District. The City shall procure the City's Insurance from a licensed insurance company in New York State. The additional insured coverage for the School District shall be primary, except where the School District is using the Fields, and any insurance maintained by the School District for other than its own use is excess and non-contributory.
Certificate(s) of the City's Insurance evidencing that the City has fulfilled the requirements above shall be submitted to the School District before the Effective Date and shall provide for thirty (30) day's written notice to the School District before any of the coverage is modified or canceled. The certificate(s) of the City's Insurance shall include the notice of cancellation provision therein. A copy of the additional

insured endorsement referenced above shall be attached to the certificate(s). The City shall be solely responsible for insuring all of the City's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

6.7. Compliance with Laws. In the event that the Parties, or either of them, shall become aware that a condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, which renders them out of compliance with any, and all, statutes, ordinances, rules, orders, regulations and requirements of all federal, state and local governments, their departments or bureaus, in such instance the Party discovering the condition shall immediately give the other written notice of the condition. The District shall conduct annual inspections for SED compliance and shall share it's findings with the City on a regular basis.

6.8. Remedy of Condition. In the event that such a condition is discovered, the Parties shall address the condition, and the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "D". That Protocol will address the method to be utilized by the Parties to resolve the conditions affecting the Fields, buildings, spray pools, playgrounds, bleachers, tennis courts and skate park, along with all other buildings, equipment or improvements that are, or will in the future be, in existence on the Property.

6.9. Provision of Access. The City shall ensure that it has access to all buildings, equipment and improvements on the Fields at all times and shall provide the School District with copies of keys to any building, equipment or improvement on the Fields that is locked so that the School District has unrestricted access under this Agreement as required by ¶5, above.

7. Obligations of the School District.

7.1. Annual Operating Contribution. Conditioned expressly upon the City's continued satisfaction of each of its obligations set forth in this Agreement, in furtherance of maintaining, operating and equipping recreational programs of the School District as set forth herein, the School District shall pay to the City, for the sole purpose of partially supporting and maintaining the Fields in connection with the School District's limited use, as follows:

Year 1 - $100,000	Year 6 - $105,000
Year 2 - $100,000	Year 7 - $110,000
Year 3 - $105,000	Year 8 - $110,000
Year 4 - $105,000	Year 9 - $110,000
Year 5 - $105,000	Year 10 - $110,000

Such sum shall be due and payable on receipt by the School District of an invoice from the City in each year of the Agreement. Such payment made to the City shall be

used exclusively for the maintenance, operation and equipping of the Fields, as operated by the City, for the uses described in this Agreement.

7.2. Annual Capital Contribution. The School District shall pay to the City in order to fund capital improvements to the Fields as deemed appropriate by the City and the School District as follows:

Year 1 - $30,000	Year 6 - $35,000
Year 2 - $30,000	Year 7 - $35,000
Year 3 - $30,000	Year 8 - $35,000
Year 4 - $30,000	Year 9 - $40,000
Year 5 - $35,000	Year 10 - $40,000

If the City intends to seek such capital improvement funds in any given year of the Agreement, it shall provide to the School District an itemization of intended capital improvements to be made to the Fields on or before April 15th of that year. The School District shall, no later than thirty (30) days from receipt of such list of intended capital improvements, either approve or disapprove such capital improvements, in writing. If the School District approves such capital improvements, it shall accompany such approval with the contribution it is willing to make towards such improvements. Such payment shall be used for the sole purpose of paying a portion of the costs and expenses of such capital improvements and for no other purpose. If the School District rejects one or more items of the City's list of intended capital improvements, no money for such rejected capital improvement(s) shall be due or owing by the School District to the City and the City may not use any capital improvement money otherwise received from the School District to fund the rejected improvement(s).

7.3. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The District shall add the City as an additional insured on the District's Insurance and shall maintain the District's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The District shall furnish the City with proof of the District's Insurance at least annually or as requested by the City. The District shall procure the District's Insurance from a licensed insurance company in New York State. The additional insured coverage for the City shall be primary, except where the City is using the Fields, and any insurance maintained by the City for other than its own use is excess and non-contributory.

Certificate(s) of the District's Insurance evidencing that the District has fulfilled the requirements above shall be submitted to the City before the Effective Date and shall provide for thirty (30) day's written notice to the City before any of the coverage is modified or canceled. The certificate(s) of the District's Insurance shall include the notice of cancellation provision therein. A copy of the additional insured endorsement referenced above shall be attached to the certificate(s). The District shall be solely responsible for insuring all of the District's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements

for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

7.4. Insurance. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The School District shall procure the District's Insurance from a licensed insurance company in New York State. Certificate(s) of the District's Insurance evidencing that the School District has fulfilled the requirements above shall be submitted to the City upon execution.

7.5. Grant Funds. In furtherance of the recreational and educational programs established by the City's Commission, the School District shall, if necessary, apply for and accept funds from Federal and State governments. Such applications for funds shall be made pursuant to and under the authority of Section 99-h of the General Municipal Law. Any grant funds awarded shall be applied in accordance with the grant award(s).

8. Joint Obligations.

8.1. In each year of this Agreement, on or before April 15th, the parties shall each appoint a representative to jointly inspect the condition of the Fields and all buildings, equipment and improvements thereon. This joint inspection shall be completed using a written form. The City's participation in this annual joint inspection shall be a precondition to the payment from the School District to the City of any money provided for in this Agreement.

8.2. In the event that the Parties, or either of them, shall become aware that an unsafe condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, the Party discovering the unsafe condition shall immediately give the other oral and written notice of the condition.

8.3. In the event that such a condition is discovered, the City shall be responsible for correcting all unsafe conditions. If correction is not practical or financially possible at the time of discovery, the Parties shall ensure that either, or both, secure the field, building, equipment, or improvement in a manner that protects persons from the unsafe condition until such time as it is corrected. The Parties shall address any condition, for which a correction is not practical or financially possible at the time of discovery, along with the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "E".

8.4. In the event of an insured loss of any building, equipment or improvement on the Fields, the payments, if any, received pursuant to any policy of insurance thereon maintained by either Party, shall be used solely for the purposes of repairing, replacing, or rebuilding the building, equipment, or improvement. If the Parties jointly agree that the repair, replacement, or rebuilding of the building, equipment, or improvement is not in the Parties joint interests, the Parties may agree to not repair, replace, or rebuild the building, equipment, or improvement. In such case, the

payments received pursuant to any policy of insurance thereon maintained by either Party shall be used in some other manner for the Fields as the Parties may jointly agree.

9. **Indemnification.**

9.1. The School District agrees to indemnify defend, protect and save harmless the City, its agents, employees, officers, students, invitees and volunteers (collectively, the "City Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the City Indemnitees in connection with, arising out of, resulting from, or in consequence of the use of the Fields by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.2. The City agrees to indemnify defend, protect and save harmless the School District its agents, employees, officers, students, invitees and volunteers (collectively, the "District Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the District Indemnitees in connection with, arising out of, resulting from, or in consequence of the maintenance by the City of the Fields or the use of the Fields by a third-party when under the control and supervision of the City, excluding those activities which constitute use by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.3. In the event the City allows the use of the Fields by any third-party, the City shall require and the third-party in question shall agree, in writing, to indemnify and hold harmless both the City and the School District for said use. The City shall further require and the third-party in question shall further agree to obtain and provide proof of proper insurance naming both the City and the School District as an additional insured.

10. **Termination.**

10.1. For a Party's Failure to Perform. Should either Party fail to perform any of the terms and conditions contained herein, such nonperformance shall be noted by a letter addressed to the nonperforming party by the other party. If such nonperformance has not been corrected within ten (10) days of the mailing of such letter, this Agreement will terminate thirty (30) days after the ten-day correction period has expired, unless the Parties mutually agree otherwise in writing.

10.2. For Convenience. Either Party may terminate this Agreement for their own

convenience by providing the other party with written notice of their intention to do so at least one-hundred eighty (180) days in advance of the date on which termination for convenience will occur. In the event that a Party provides notice of its intention to terminate pursuant to this section, the Party expressly agrees to be bound by the Agreement until termination and shall continue to perform its obligations under the Agreement until the termination becomes effective at the end of the one-hundred eighty (180) day period, at which time this Agreement shall terminate and neither party shall have any further obligations or liability to the other party except as otherwise preserved under the terms of this Agreement.

10.3. Upon Expiration of Term. This Agreement shall terminate at the end of the Initial Term or, if renewed in accordance with ¶2, then this Agreement shall terminate at the end of the Renewal Term.

11. **Notices.** Notices to be provided under this Agreement shall be in writing and shall be delivered by means of First Class Mail, facsimile transmission, overnight delivery via express delivery service, or personally, to the following persons at the following addresses or any other address that a party has provided to the other with respect to the delivery of notices under this section:

11.1. If to the City:

Mayor
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

With copies to:

City Attorney
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

and

Commissioner of Public Works
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-2417

11.2. If to the School District:

Superintendent
Saratoga Springs City S.D.
3 Blue Streak Boulevard
Saratoga Springs, New York 12866
Fax – (518) 584-6624

12. **Entire Agreement, Modification, Severability, Waiver.** This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the Parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties, upon approval of their respective governing bodies, which references this Agreement. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

13. **Assignment.** This Agreement shall not be assigned by either Party.

14. **Resolution of Disputes.** The Parties agree that any disputes arising under this Agreement will be jointly submitted to a mediator selected by the Parties within thirty (30) days of the Parties' determining that a dispute has arisen. In the event that mediation has occurred and has not resolved the dispute, upon agreement of the Parties, the dispute may be submitted to an arbitrator selected from the commercial arbitration panel of the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association. In the event that the parties agree to the submission of a dispute to an arbitrator, the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and the decision of the Arbitrator shall be deemed final. In the event that the parties do not agree to submit a dispute to arbitration, the dispute can be submitted to court of competent jurisdiction located in and for the County of Saratoga, State of New York. The Parties agree that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of New York, without reference to the principles of conflict of laws thereof that would operate to defeat the application of New York law.

15. **Fully Negotiated Agreement.** This Agreement has been fully negotiated in an arms' length transaction and neither party has been coerced in any manner to execute this Agreement. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Agreement, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Agreement, nor any term or provision of this Agreement, shall be construed against either party as a result of the drafting of this Agreement or any term or provision thereof by a party, or their respective counsel.

16. **Captions; Language.** The captions or headings of paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

ENLARGED CITY SCHOOL DISTRICT
OF THE CITY OF SARATOGA SPRINGS

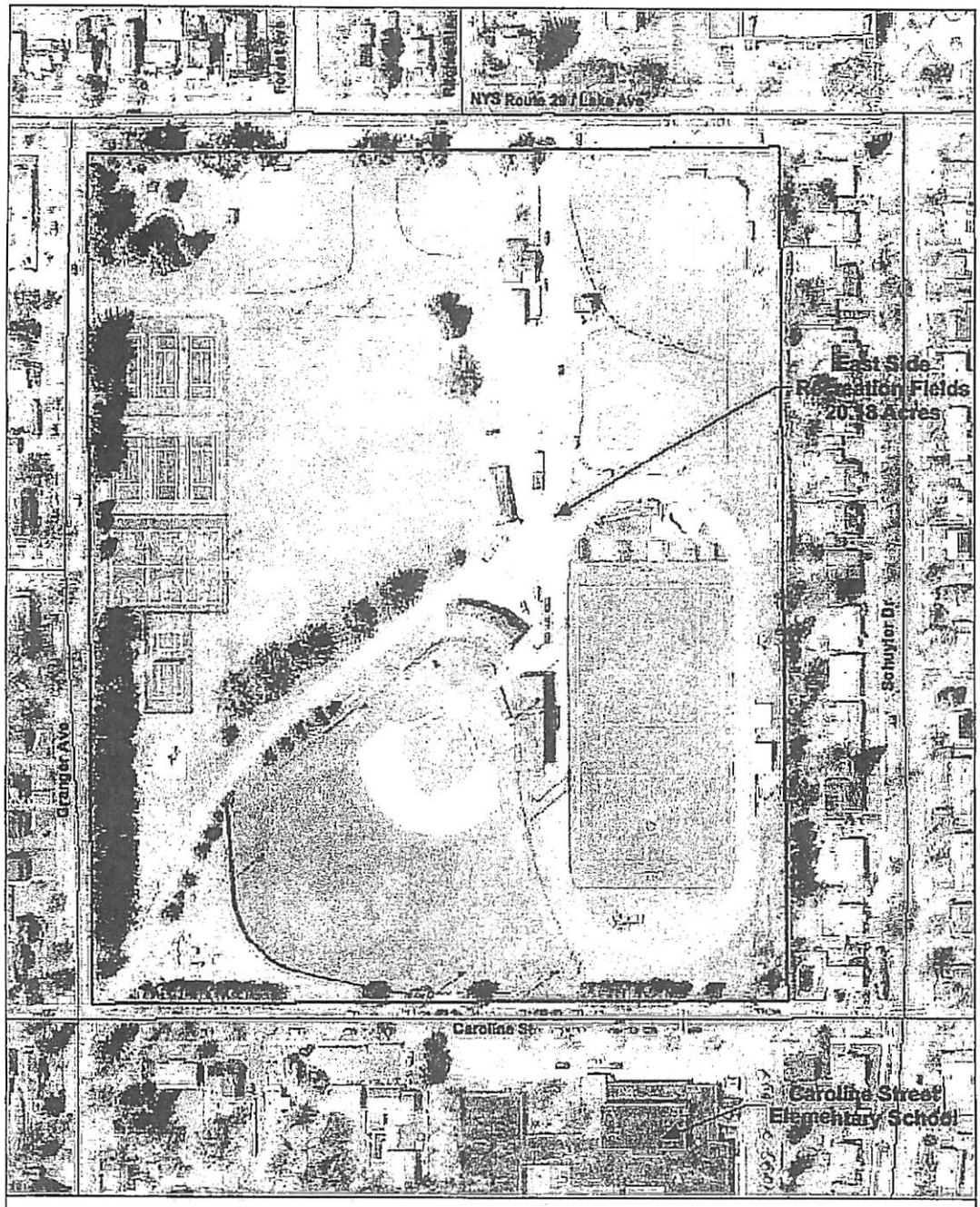
By: _____ Date: 3/22/11
Mia Pfitzer, President
Board of Education

CITY OF SARATOGA SPRINGS, NEW YORK

By: _____ Date: MARCH 24, 2011
Scott Johnson, Mayor

EXHIBIT A

MAPS OF FIELDS



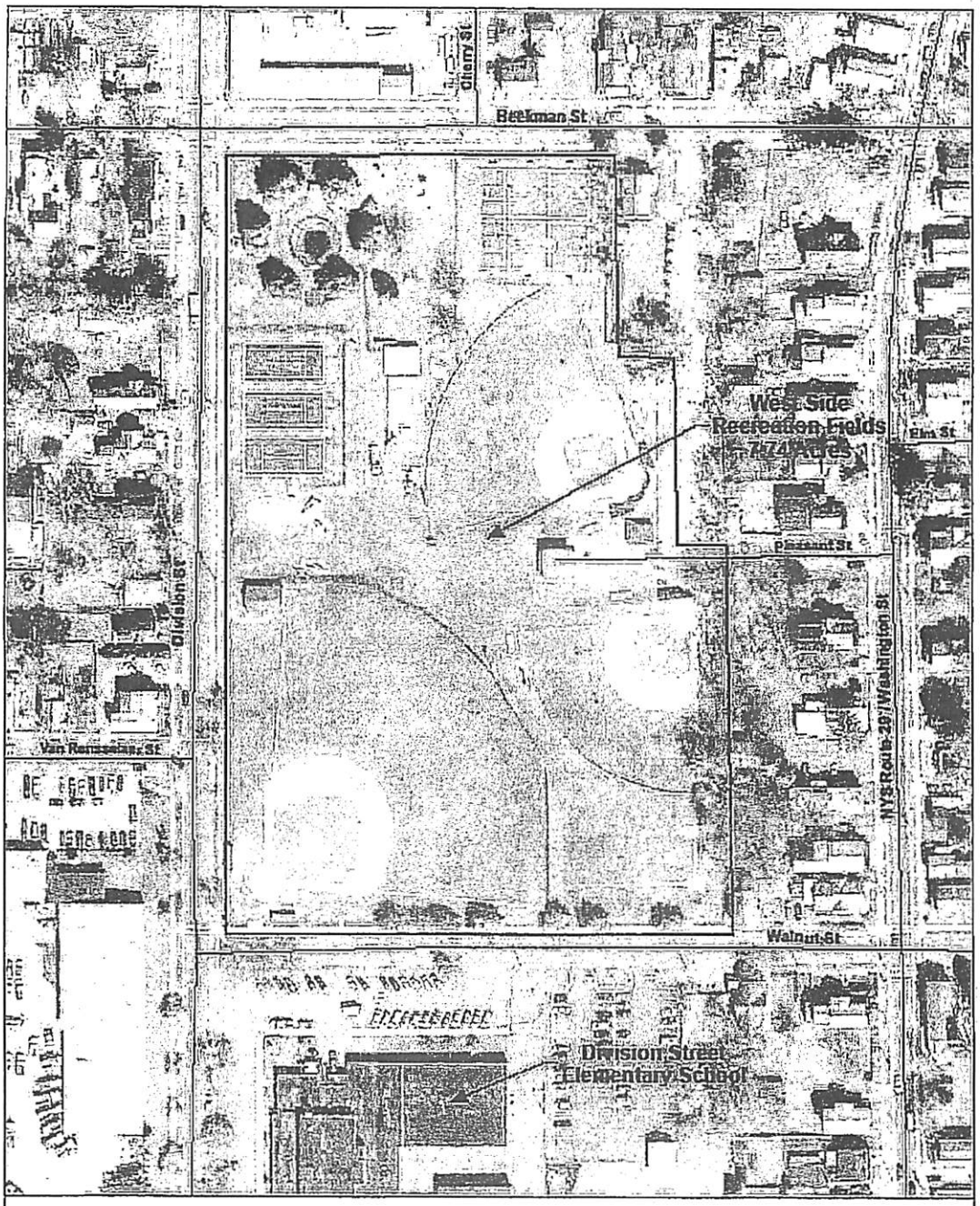
East Side Recreation Fields

City of Saratoga Springs

1 inch = 150 feet

0 75 150 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program



West Side Recreation Fields

City of Saratoga Springs

1 inch = 120 feet

0 60 120 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program

EXHIBIT B

INVENTORY OF BUILDINGS, EQUIPMENT AND IMPROVEMENTS ON FIELDS AS OF MARCH 1, 2011

East Side Structures Include:

1. Concession stand and office/storage building
2. Main field house and toilet facilities building
3. Open pavilion building (adjacent to the field house)
4. City Recreation storage shed
5. Pop Warner Football League storage shed
6. Main baseball field bleachers, toilet facilities and storage
7. Spray pool utility building
8. Main baseball field dugout #1 building with storage
9. Main baseball field dugout #2 building with storage

West Side Structures Include:

1. Maintenance, toilet facilities and shop building
2. Maintenance storage building
3. Concession building with second floor announcer's booth
4. Old concession stand/storage building
5. Spray pool utility building

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

City's Insurance:

The City shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$2,000,000 per occurrence $6,000,000 aggregate
Umbrella or Excess Liability:	$
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District is to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

District's Insurance:

The District shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$5,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

User's Insurance:

Users of Recreation Fields or buildings, grounds, or facilities located thereon shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$1,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District and City are to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the City and District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

City of Saratoga Springs

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Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department ___Recreation Department_____ YR 2017

Project Title New Recreation Fields

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The department currently runs its largest outdoor program at the Saratoga Casino and Raceway facility. The department cannot control the schedule. The department is in search search of finding land in the city to develop a full complex (lacrosse, soccer, open space) to be used by the department. Additional uses are planned as well. Includes but not limited to design, purchase and development of the land, facilities, and fields

Estimated Cost:		
Design	$	
Construction (and equipment)	$	1,530,000.00
Contract Administration	$	
Contingency	$	20,000.00
Operational (Annual)	$	
Total	$	1,550,000.00

A. Source of Funding: Bond/Reserves Grant Source: _____

B. Means of Financing:		
Prior Funding	$	
Local Taxes	$	1,550,000.00
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	
Donation	$	
C. Methods of Financing		
Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes School Tax	$	
Notes	$	
Bonds	$	1,550,000.00
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life 99 +
Annual Maintenance/upkeep cost DPW General Fund/Reg. Maintenance
Operational/Personnel Cost DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☒ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Hirlin Date: 7/8/15

Please use additional sheets if necessary

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CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department ___Recreation Department_____ YR 2017

Project Title Field Rehabilitation

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The playing fields are in need of repair and/or reconstruct at North Side Field. The work will include but not limited to seeding, drainage, leveling, and irrigation. Some or all of the following parks may be included: North Side and other City fields.

Estimated Cost:		
Design	$	
Construction (and equipment)	$	95,256.00
Contract Administration	$	
Contingency	$	
Operational (Annual)	$	
Total	$	95,256.00

A. Source of Funding: Bond Grant Source: _____

B. Means of Financing:		
Prior Funding	$	
Local Taxes	$	95,256.00
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	
Donation	$	

C. Methods of Financing		
Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	95,256.00
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	20 yrs
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☒ Medium ☐ High Mandated by _____

E. Insurance mandate: ☐ Yes ☒ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Hirlinn Date: 07/08/15

Please use additional sheets if necessary

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CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2018

Project Title: City Buildings and Facilities Repairs and Upgrades

Project Description (Purpose/Justification, include useful life, personnel, operational)

This funding request is for a continuation of funding for work identified at various buildings in need of immediate repair or construction related to building safety issues. Work includes but not limited to building or facility upgrades required to improve building condition or overall operation.

Estimated Cost:		
Design		$
Construction/ repairs		$ $200,000
Contract Administration		$
Contingency		$
Operational (Annual)		$
	Total	$

A. Source of Funding: Capital Budget Grant Source:

(Yr 2018) $200,000

B. Means of Financing:		
Local Taxes	$	$200,000
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	

C. Methods of Financin		
Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	$200,000
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	40 Years
Annual Maintenance cost	General Funds/Regular Maintenance
Operational/Personnel Cost	General Fund/Regular Maintenance

Can Project be funded over more than one year? ☐ Yes ☐ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☐ X High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2018

Project Title Canfield Casino Rehabilitation Program

Project Description (Purpose/Justification, include useful life, personnel, operational)

This project continues with the interior & exterior repair and rehabilitation. Work begin several years ago at the Casino in Congress Park. This project shall provide the exterior and interior of the Canfield Casino Building

Estimated Cost:		
Design	$	25,000
Construction	$	$250,000.00
Contract Administration	$	
Contingency	$	$25,000
Operational (Annual)	$	
Total	$	$300,000.00

A. Source of Funding: CapitalBudget Grant Source: _____

(Yr 2018) $300,000

B. Means of Financing:

Local Taxes	$	$300,000
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	$300,000
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life 30+

Annual Maintenance/upkeep cost General Funds/ Regular Maintenance

Operational/Personnel Cost General Fund/ Regular Maintenance

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ Date: _____

Please use additional sheets if necessary

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CAPITAL BUDGET PROJECT PROPOSAL

Department _____ DPW 2017

Project Title: EAST SIDE STORM WATER PROJECT PHASE III
This Project includes the survey, study and implementation of drainage improvements in the area that includes Lincoln Avenue to Cresent Street and from Nelson Avenue to Jefferson Street Doten Avenue and East Broadway are also included in the area. This is a Five year Program to Construct the improvements.

Estimated Cost:

Design	$ 50,000
Construction	$ 200,000.00
Contract Administration	$
Contingency	$
Operational (Annual)	$
Total	$ $250,000.00

A. Source of Funding: Bonding Grant Source: _____

B. Means of Financing:

Prior Funding	$
Local Taxes	$
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $250,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	30 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases 5 (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [x] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: _____

Please use additional sheets if necessary

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CAPITAL BUDGET PROJECT PROPOSAL 2015 - 2020

Department DPW 2017

Project Title Katrina Trask Stairway in Congress Park

Project Description (Purpose/Justification, include useful life, personnel, operational)
(use additional sheets if necessary The Katrina Trask Steps an entrance into Congress Park from Eustis Strret has 71 concrete steps and 5 platforms between3 set of stairs. The concrete platform and stairs are crumbling and breaking part, needing repair and/or replacement .Concrete, pointing upsteps, silicon joint compound between the Adirondack Pink Granite . This incluses but not limited to the lower and side slopes repairs

Estimated Cost:		
	Design	$
	Construction	$ $60,000.00
	Contract Administration	$
	Contingency	$
	Operational (Annual)	$
	Total	$

A. Source of Funding: Capital Bonding Grant Source:

B. Means of Financing:		
	Prior Funding	$
	Local Taxes	$ $60,000.00
	Federal	$
	State	$
	Private (non-gov't)	$
	Other Government	$
	Donation	$
C. Methods of Financing	Reserve Funds	$
	Grants	$
	Transfers	$
	Current Taxes	$
	Notes	$
	Bonds	$ $60,000.00
	Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	25 years
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases __II____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [ ] High Mandated by

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: Date:

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL 2013 - 2018

Department Dept of Public Works 2018

Project Title Waste Water Pump Stations Annual Upgrades

Project Description (Purpose/Justification, include useful life, personnel, operational)
The City has 26 waste water pump stations in varying conditions many do not have emergency generators and require portable power during storms and power outages. Many stations are in need of new pumps, controls and generators .$200,000 is required with the exception of 2015 to begin a program to update the wastewater pump stations to an acceptable level of service and reliabilty.

Estimated Cost:		
	Design	$
	Construction	$ $200,000
	Contract Administration	$
	Contingency	$
	Operational (Annual)	$
	Total	$ $200,000

A. Source of Funding: Sewer Budget Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$
Federal	$
State	$
Private (non-gov't)	$
Other Government/Sewer Fun	$ $200,000
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$
Other Sewer Bill	$ $200,000

D. Useful Life (provide data for 15-20 years)

Estimated length useful life	
Annual Maintenance/upkeep cost	Sewer Fund
Operational/Personnel Cost	Sewer Fund

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases ___1st____
(number of years) 25

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [x] High Mandated by

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: Date:

Please use additional sheets if necessary

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2018)

Project Title **Infrastructure Improvement and Replacement Project**

Project Description: (Purpose / Justification)

This project represents a multi-year intiative of water and sewer system upgrades. Specific to this project will be replacement of undersized and old 4" water mains located in various streets and neighborhoods throughout the City.

Estimated Cost:

Construction		$
Engineering		$
Contingency		
	Total	$ 350,000

A. Source of Funding: Water Budget

B. Means of Financing:

Local taxes	
Federal	
State	
Other government	
Private (non-gov't)	
Other government/ Water Bill	$350,000

C. Method of Financing

Reserve Funds	
Grants	
Transfers	
Current taxes	
Notes	
Bonds	
Other / Water Bill	$350,000

D. Useful Life

Estimated length useful life	**75 Years**
Annual maintenance/upkeep cost	**Water Fund**
Operational/ Personnel Cost	**Water Fund**

Can Project be funded over more than one year? ____ **Yes** ____ **No** **If yes: Project Phases** _____ (number of years)

What priority should this project have for next year's Capital Budget?

☐ **Low** ☐ **Medium** ☒ **High** **Mandated by** _____

Insurance Mandate ? ____ **Yes** ____ **No** **If yes, what priority do you assign this project?**

☐ **Low** ☐ **Medium** ☐ **High** **Mandated by** _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2018)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace Truck No. 17 a 2000 International Dump Truck. Given the current condition and expectation that this Truck will need major repairs, it is recommended this vehicle be programed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $_____

Total $ 174,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2018)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace Truck No. 13 a 2002 International Dump Truck. Given the current condition and expectation that this Truck will need major repairs, it is recommended this vehicle be programed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $_____

Total $ 174,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs

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CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department ___Recreation Department_____ YR __2018__

Project Title East Side & West Side Rec Improvements

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The City of Saratoga Springs and School District have an approved agreement. This is for the East and West Side Recreation Complexes. Items include Building and Grounds renovations and upgrades.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 35,000.00
Contract Administration		$
Contingency		$ -
Operational (Annual)		$
	Total	$ 35,000.00

A. Source of Funding: Saratoga School Reimbursement Grant Source: _____
School Agreement funding 2016 $35,000; 2017 $35,000; 2018 $35,000; 2019 $40,000; 2020 $40,000; 2021 $40,000

B. Means of Financing:

Prior Funding		$
Local Taxes	School Tax	$
Federal		$
State		$
Private (non-gov't)		$
Other Government		$ 35,000.00
Donation		$

C. Methods of Financing

Reserve Funds		$
Grants		$
Transfers		$
Current Taxes	School Tax	$ 35,000.00
Notes		$
Bonds		$
Other debt obligation		$

D. Useful Life (provide data for 3 years)

Estimated length useful life	Varies depending on project
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases ___6____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _ School agreement

E. Insurance mandate: [ ] Yes [X] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [X] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Hirlinger Date: 7/8/15

Please use additional sheets if necessary

EAST SIDE and WEST SIDE RECREATION FIELDS
USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this ___ day of March, 2011 between THE ENLARGED CITY SCHOOL DISTRICT OF THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State school district corporation organized under Article 51 of the New York State Education Law with principal offices located at 3 Blue Streak Boulevard, Saratoga Springs, New York, (hereinafter "the School District") and THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State Municipal Corporation with principal offices located at City Hall, Broadway, Saratoga Springs, New York (hereinafter "the City") (the School District and the City may be referred to individually as a "party" or collectively as "parties").

RECITALS

WHEREAS, the School District owns certain real property located in the City of Saratoga Springs, commonly known as the East and West Side Recreation Fields (hereinafter "the Fields"), and more specifically described by the maps attached hereto as Exhibit A, and

WHEREAS, the Board of Education of the School District previously determined that the operation of such recreational facilities and the conducting of recreational programs by the School District would be economically and practically unfeasible, and

WHEREAS, the City has heretofore agreed to operate recreational programs for the residents of the School District and, in connection therewith, has, by a resolution duly enacted May 6, 1977, created, pursuant to Section 243 of the General Municipal Law, a Recreational Commission known as the "Saratoga Springs Recreational Commission" (hereinafter "Commission") for the purposes of equipping, operating and maintaining playgrounds and recreational fields on behalf of the City and the residents of the School District. The term "recreational program" means all those recreational activities mutually agreeable to the School District and the City and expressly includes the physical education and intramural and interscholastic athletics programs of the School District.

WHEREAS, the School District and the City have heretofore entered into Agreements pursuant to which the City's Commission has operated and maintained the Fields, and the Parties desire to continue that relationship under this new Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree to the following:

1. **Effective Date.** This Agreement shall become effective on April 1, 2011.

2. **Term.** The Initial Term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020.

3. **Representations.**

   3.1. The Parties represent that they each possess the legal authority to enter into this Agreement and carry out its terms.

3.2. The Parties represent that the signatures affixed hereto are those of their duly-authorized representatives and that those representatives have been authorized to execute this Agreement by a properly enacted resolution of the governing body of the Party for whom they have signed.

3.3. The Parties individually represent that there are no legal actions pending or threatened by any party, which could adversely affect their ability to enter into and implement this Agreement as contemplated herein. Each Party further individually represents that there are no actions, legal proceedings, or any governmental proceedings or investigations pending or threatened against them that otherwise adversely affect their ability to carry-out their obligations hereunder.

3.4. This Agreement is entered into pursuant to Article 5-G of the General Municipal Law.

3.5. Each Party represents that it currently maintains appropriate liability insurance to cover the risks associated with this Agreement and the contractual indemnification obligations they each undertake in this Agreement. Each Party represents that it knows that the insurance policy(ies) it currently maintains are adequate because it has provided this Agreement to its insurance agent/insurer and has obtained the insurance agent/insurer's assurance that its coverage(s) are adequate.

4. **Right of Use and Operation.**

4.1. Use by the City. Subject to the provisions of Section 5.2 below, the School District gives the City the exclusive right to use, operate, maintain, supervise and control the Fields, including the right to allow and schedule the use of the Fields by third-parties.

4.2. Use by the School District. The City's use, operation, maintenance, supervision and control of the Fields shall be subject, however, to the priority use of the Fields by the elementary and secondary schools of the School District in connection with their physical education and athletic programs, including, but not limited to: regularly scheduled physical education classes, interscholastic and intramural sports teams, and such other programs now in progress, or later developed, in the furtherance of the School District's educational mission.

5. **Ownership of the Fields and Improvements Thereon.**

5.1 Title to the Fields, all improvements to the Fields, and all equipment installed on the Fields shall be and remain in the School District. No improvement to the property shall be made and no equipment shall be installed by the City or any third-party without the prior written approval of the School District. All structures on the Fields are subject to inspection and, where required, permitting by the State Education Department for compliance with applicable building and safety codes.

5.2 The School District shall have unrestricted access to the Fields and any building(s),

equipment, or improvement(s) on the Fields.

6. **Obligations of the City.**

6.1. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of the use of the moneys paid by the School District pursuant to Paragraphs 8.1 and 8.2.

6.2. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of any and all revenues received on account of its operations of the Fields, from whatever source and for whatever purpose, by date, source, purpose and amount. The revenues described herein may include, but are not limited to: user fees, maintenance charges, sponsorship revenues, advertising revenues, and charitable contributions.

6.3. The City shall maintain recreational programs that involve all residents of the School District, including any residents of the School District who are not residents of the City. Any nonresident of the City may be charged a fee that is different than a fee charged to a resident of the City, provided such fee bears a reasonable relationship to any added costs to the City of the nonresident's participation in such program.

6.4. All equipment and structures installed on the Fields shall be inventoried and itemized by the City on an annual basis and such inventory shall be given to the School District on or before December 31st of each year of this Agreement. An inventory of equipment and structures located on the Fields as of the Effective Date of this Agreement is attached hereto as Exhibit B.

6.5. Utilities. The City shall be responsible for any utility charges at the Fields including, without limitation, water, gas, oil, heat, electricity, air conditioning, telephone, and internet and other related telecommunications services.

6.6. Insurance. The City shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "City's Insurance"). The City shall add the School District as an additional insured on the City's Insurance and shall maintain the City's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The City shall furnish the School District with proof of the City's Insurance at least annually or as requested by the School District. The City shall procure the City's Insurance from a licensed insurance company in New York State. The additional insured coverage for the School District shall be primary, except where the School District is using the Fields, and any insurance maintained by the School District for other than its own use is excess and non-contributory.
Certificate(s) of the City's Insurance evidencing that the City has fulfilled the requirements above shall be submitted to the School District before the Effective Date and shall provide for thirty (30) day's written notice to the School District before any of the coverage is modified or canceled. The certificate(s) of the City's Insurance shall include the notice of cancellation provision therein. A copy of the additional

insured endorsement referenced above shall be attached to the certificate(s). The City shall be solely responsible for insuring all of the City's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

6.7. Compliance with Laws. In the event that the Parties, or either of them, shall become aware that a condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, which renders them out of compliance with any, and all, statutes, ordinances, rules, orders, regulations and requirements of all federal, state and local governments, their departments or bureaus, in such instance the Party discovering the condition shall immediately give the other written notice of the condition. The District shall conduct annual inspections for SED compliance and shall share it's findings with the City on a regular basis.

6.8. Remedy of Condition. In the event that such a condition is discovered, the Parties shall address the condition, and the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "D". That Protocol will address the method to be utilized by the Parties to resolve the conditions affecting the Fields, buildings, spray pools, playgrounds, bleachers, tennis courts and skate park, along with all other buildings, equipment or improvements that are, or will in the future be, in existence on the Property.

6.9. Provision of Access. The City shall ensure that it has access to all buildings, equipment and improvements on the Fields at all times and shall provide the School District with copies of keys to any building, equipment or improvement on the Fields that is locked so that the School District has unrestricted access under this Agreement as required by ¶5, above.

7. Obligations of the School District.

7.1. Annual Operating Contribution. Conditioned expressly upon the City's continued satisfaction of each of its obligations set forth in this Agreement, in furtherance of maintaining, operating and equipping recreational programs of the School District as set forth herein, the School District shall pay to the City, for the sole purpose of partially supporting and maintaining the Fields in connection with the School District's limited use, as follows:

Year 1 - $100,000	Year 6 - $105,000
Year 2 - $100,000	Year 7 - $110,000
Year 3 - $105,000	Year 8 - $110,000
Year 4 - $105,000	Year 9 - $110,000
Year 5 - $105,000	Year 10 - $110,000

Such sum shall be due and payable on receipt by the School District of an invoice from the City in each year of the Agreement. Such payment made to the City shall be

used exclusively for the maintenance, operation and equipping of the Fields, as operated by the City, for the uses described in this Agreement.

7.2. Annual Capital Contribution. The School District shall pay to the City in order to fund capital improvements to the Fields as deemed appropriate by the City and the School District as follows:

Year 1 - $30,000	Year 6 - $35,000
Year 2 - $30,000	Year 7 - $35,000
Year 3 - $30,000	Year 8 - $35,000
Year 4 - $30,000	Year 9 - $40,000
Year 5 - $35,000	Year 10 - $40,000

If the City intends to seek such capital improvement funds in any given year of the Agreement, it shall provide to the School District an itemization of intended capital improvements to be made to the Fields on or before April 15th of that year. The School District shall, no later than thirty (30) days from receipt of such list of intended capital improvements, either approve or disapprove such capital improvements, in writing. If the School District approves such capital improvements, it shall accompany such approval with the contribution it is willing to make towards such improvements. Such payment shall be used for the sole purpose of paying a portion of the costs and expenses of such capital improvements and for no other purpose. If the School District rejects one or more items of the City's list of intended capital improvements, no money for such rejected capital improvement(s) shall be due or owing by the School District to the City and the City may not use any capital improvement money otherwise received from the School District to fund the rejected improvement(s).

7.3. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The District shall add the City as an additional insured on the District's Insurance and shall maintain the District's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The District shall furnish the City with proof of the District's Insurance at least annually or as requested by the City. The District shall procure the District's Insurance from a licensed insurance company in New York State. The additional insured coverage for the City shall be primary, except where the City is using the Fields, and any insurance maintained by the City for other than its own use is excess and non-contributory.

Certificate(s) of the District's Insurance evidencing that the District has fulfilled the requirements above shall be submitted to the City before the Effective Date and shall provide for thirty (30) day's written notice to the City before any of the coverage is modified or canceled. The certificate(s) of the District's Insurance shall include the notice of cancellation provision therein. A copy of the additional insured endorsement referenced above shall be attached to the certificate(s). The District shall be solely responsible for insuring all of the District's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements

for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

7.4. Insurance. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The School District shall procure the District's Insurance from a licensed insurance company in New York State. Certificate(s) of the District's Insurance evidencing that the School District has fulfilled the requirements above shall be submitted to the City upon execution.

7.5. Grant Funds. In furtherance of the recreational and educational programs established by the City's Commission, the School District shall, if necessary, apply for and accept funds from Federal and State governments. Such applications for funds shall be made pursuant to and under the authority of Section 99-h of the General Municipal Law. Any grant funds awarded shall be applied in accordance with the grant award(s).

8. Joint Obligations.

8.1. In each year of this Agreement, on or before April 15th, the parties shall each appoint a representative to jointly inspect the condition of the Fields and all buildings, equipment and improvements thereon. This joint inspection shall be completed using a written form. The City's participation in this annual joint inspection shall be a precondition to the payment from the School District to the City of any money provided for in this Agreement.

8.2. In the event that the Parties, or either of them, shall become aware that an unsafe condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, the Party discovering the unsafe condition shall immediately give the other oral and written notice of the condition.

8.3. In the event that such a condition is discovered, the City shall be responsible for correcting all unsafe conditions. If correction is not practical or financially possible at the time of discovery, the Parties shall ensure that either, or both, secure the field, building, equipment, or improvement in a manner that protects persons from the unsafe condition until such time as it is corrected. The Parties shall address any condition, for which a correction is not practical or financially possible at the time of discovery, along with the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "E".

8.4. In the event of an insured loss of any building, equipment or improvement on the Fields, the payments, if any, received pursuant to any policy of insurance thereon maintained by either Party, shall be used solely for the purposes of repairing, replacing, or rebuilding the building, equipment, or improvement. If the Parties jointly agree that the repair, replacement, or rebuilding of the building, equipment, or improvement is not in the Parties joint interests, the Parties may agree to not repair, replace, or rebuild the building, equipment, or improvement. In such case, the

payments received pursuant to any policy of insurance thereon maintained by either Party shall be used in some other manner for the Fields as the Parties may jointly agree.

9. **Indemnification.**

9.1. The School District agrees to indemnify defend, protect and save harmless the City, its agents, employees, officers, students, invitees and volunteers (collectively, the "City Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the City Indemnitees in connection with, arising out of, resulting from, or in consequence of the use of the Fields by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.2. The City agrees to indemnify defend, protect and save harmless the School District its agents, employees, officers, students, invitees and volunteers (collectively, the "District Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the District Indemnitees in connection with, arising out of, resulting from, or in consequence of the maintenance by the City of the Fields or the use of the Fields by a third-party when under the control and supervision of the City, excluding those activities which constitute use by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.3. In the event the City allows the use of the Fields by any third-party, the City shall require and the third-party in question shall agree, in writing, to indemnify and hold harmless both the City and the School District for said use. The City shall further require and the third-party in question shall further agree to obtain and provide proof of proper insurance naming both the City and the School District as an additional insured.

10. **Termination.**

10.1. For a Party's Failure to Perform. Should either Party fail to perform any of the terms and conditions contained herein, such nonperformance shall be noted by a letter addressed to the nonperforming party by the other party. If such nonperformance has not been corrected within ten (10) days of the mailing of such letter, this Agreement will terminate thirty (30) days after the ten-day correction period has expired, unless the Parties mutually agree otherwise in writing.

10.2. For Convenience. Either Party may terminate this Agreement for their own

convenience by providing the other party with written notice of their intention to do so at least one-hundred eighty (180) days in advance of the date on which termination for convenience will occur. In the event that a Party provides notice of its intention to terminate pursuant to this section, the Party expressly agrees to be bound by the Agreement until termination and shall continue to perform its obligations under the Agreement until the termination becomes effective at the end of the one-hundred eighty (180) day period, at which time this Agreement shall terminate and neither party shall have any further obligations or liability to the other party except as otherwise preserved under the terms of this Agreement.

10.3. Upon Expiration of Term. This Agreement shall terminate at the end of the Initial Term or, if renewed in accordance with ¶2, then this Agreement shall terminate at the end of the Renewal Term.

11. Notices. Notices to be provided under this Agreement shall be in writing and shall be delivered by means of First Class Mail, facsimile transmission, overnight delivery via express delivery service, or personally, to the following persons at the following addresses or any other address that a party has provided to the other with respect to the delivery of notices under this section:

11.1. If to the City:

Mayor
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

With copies to:

City Attorney
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

and

Commissioner of Public Works
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-2417

11.2. If to the School District:

Superintendent
Saratoga Springs City S.D.
3 Blue Streak Boulevard
Saratoga Springs, New York 12866
Fax – (518) 584-6624

12. **Entire Agreement, Modification, Severability, Waiver.** This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the Parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties, upon approval of their respective governing bodies, which references this Agreement. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

13. **Assignment.** This Agreement shall not be assigned by either Party.

14. **Resolution of Disputes.** The Parties agree that any disputes arising under this Agreement will be jointly submitted to a mediator selected by the Parties within thirty (30) days of the Parties' determining that a dispute has arisen. In the event that mediation has occurred and has not resolved the dispute, upon agreement of the Parties, the dispute may be submitted to an arbitrator selected from the commercial arbitration panel of the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association. In the event that the parties agree to the submission of a dispute to an arbitrator, the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and the decision of the Arbitrator shall be deemed final. In the event that the parties do not agree to submit a dispute to arbitration, the dispute can be submitted to court of competent jurisdiction located in and for the County of Saratoga, State of New York. The Parties agree that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of New York, without reference to the principles of conflict of laws thereof that would operate to defeat the application of New York law.

15. **Fully Negotiated Agreement.** This Agreement has been fully negotiated in an arms' length transaction and neither party has been coerced in any manner to execute this Agreement. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Agreement, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Agreement, nor any term or provision of this Agreement, shall be construed against either party as a result of the drafting of this Agreement or any term or provision thereof by a party, or their respective counsel.

16. **Captions; Language.** The captions or headings of paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

ENLARGED CITY SCHOOL DISTRICT
OF THE CITY OF SARATOGA SPRINGS

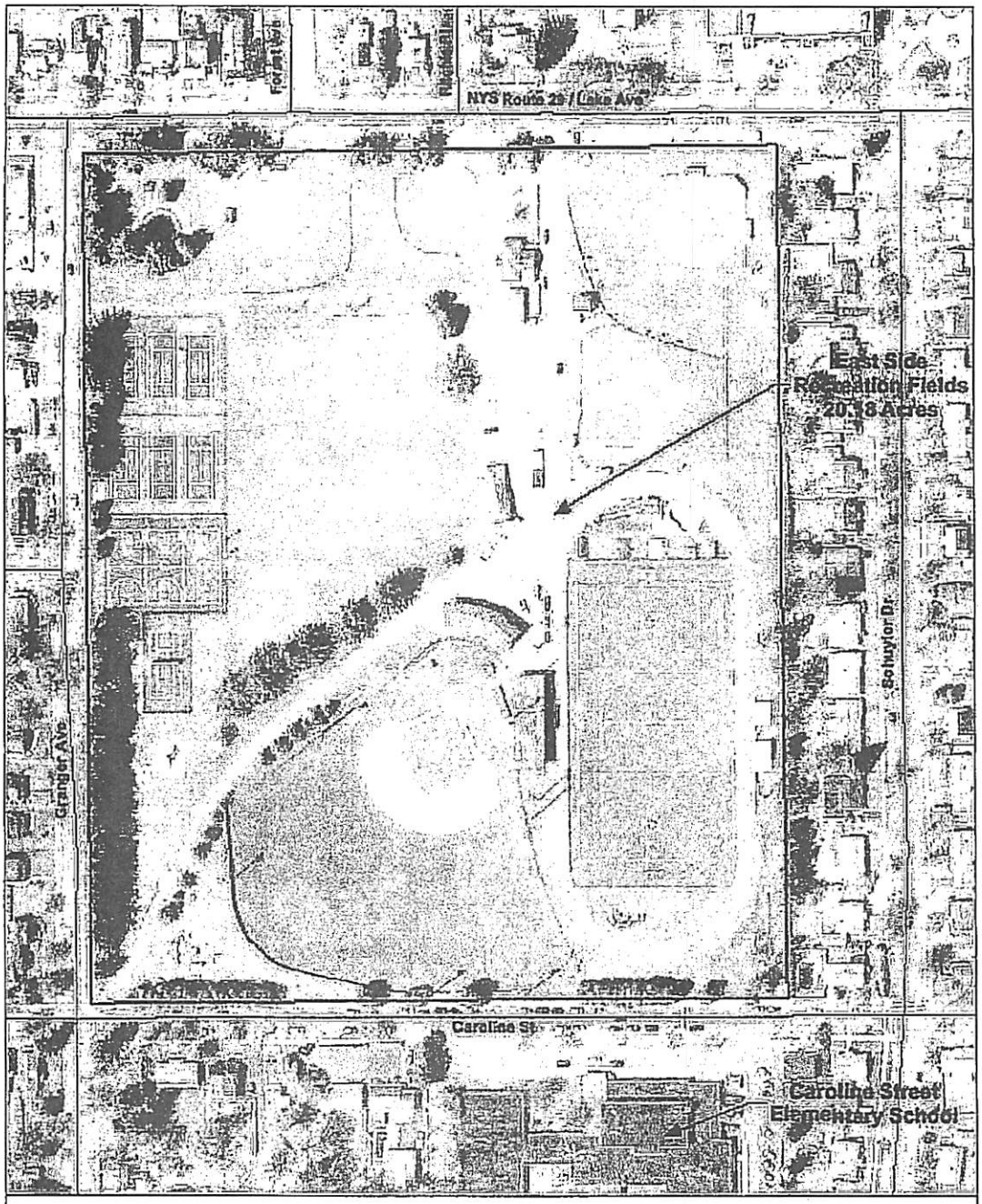
By:_____ Date: 3/22/11
Mia Pfitzer, President
Board of Education

CITY OF SARATOGA SPRINGS, NEW YORK

By:_____ Date: MARCH 24, 2011
Scott Johnson, Mayor

EXHIBIT A

MAPS OF FIELDS



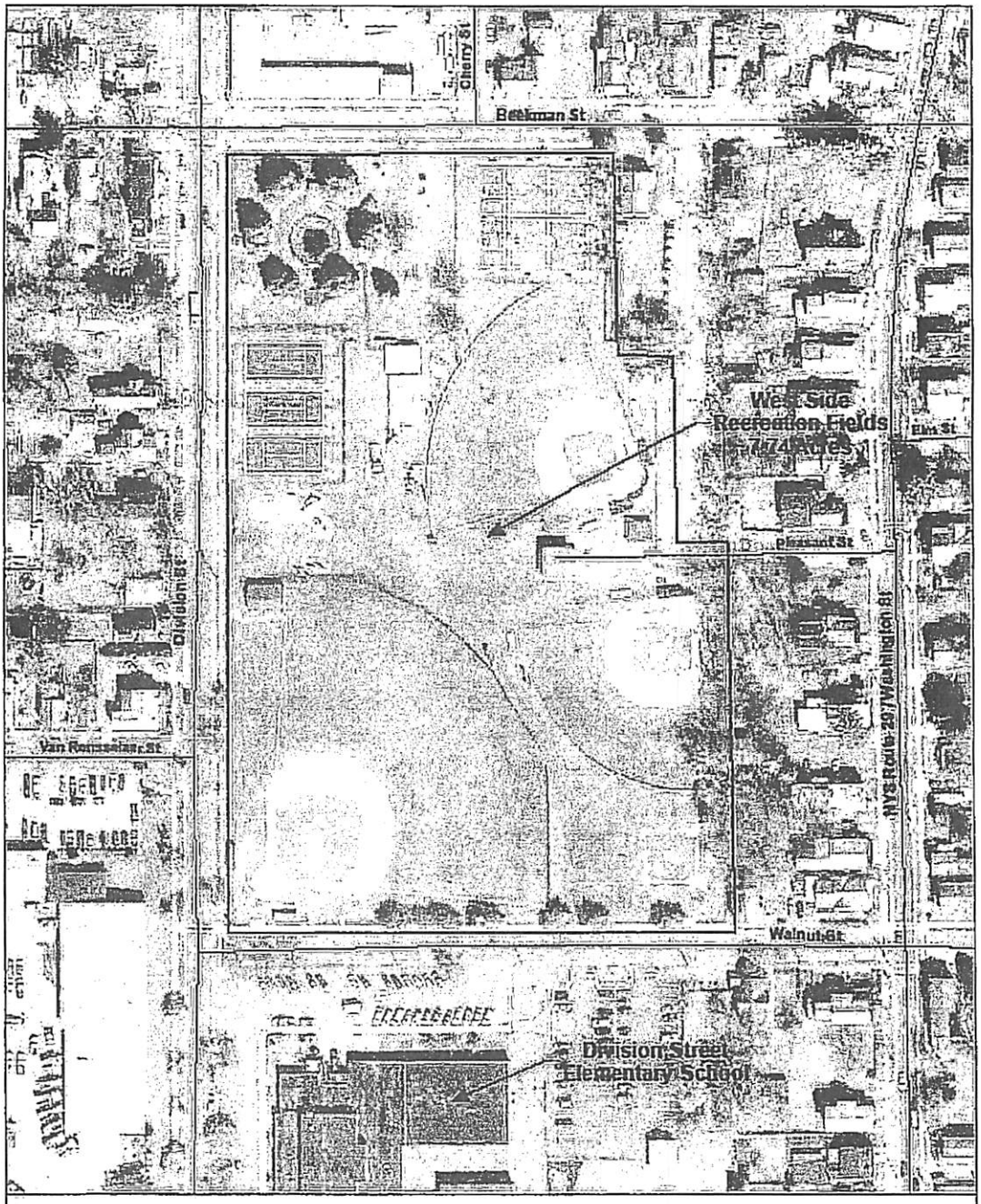
East Side Recreation Fields

City of Saratoga Springs

1 inch = 150 feet

0 75 150 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program



West Side Recreation Fields

City of Saratoga Springs

1 inch = 120 feet

0 60 120 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program

EXHIBIT B

INVENTORY OF BUILDINGS, EQUIPMENT AND IMPROVEMENTS ON FIELDS AS OF MARCH 1, 2011

East Side Structures Include:

1. Concession stand and office/storage building
2. Main field house and toilet facilities building
3. Open pavilion building (adjacent to the field house)
4. City Recreation storage shed
5. Pop Warner Football League storage shed
6. Main baseball field bleachers, toilet facilities and storage
7. Spray pool utility building
8. Main baseball field dugout #1 building with storage
9. Main baseball field dugout #2 building with storage

West Side Structures Include:

1. Maintenance, toilet facilities and shop building
2. Maintenance storage building
3. Concession building with second floor announcer's booth
4. Old concession stand/storage building
5. Spray pool utility building

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

City's Insurance:

The City shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$2,000,000 per occurrence $6,000,000 aggregate
Umbrella or Excess Liability:	$
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District is to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

District's Insurance:

The District shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$5,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

User's Insurance:

Users of Recreation Fields or buildings, grounds, or facilities located thereon shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$1,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District and City are to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the City and District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department Recreation Department YR 2018

Project Title New Recreation Fields

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The department currently runs its largest outdoor program at the Saratoga Casino and Raceway facility. The department cannot control the schedule. The department is in search search of finding land in the city to develop a full complex (lacrosse, soccer, open space) to be used by the department. Additional uses are planned as well. Includes but not limited to design, purchase and development of the land, facilities, and fields

Estimated Cost:		
Design		$
Construction (and equipment)		$ 180,000.00
Contract Administration		$
Contingency		$ 20,000.00
Operational (Annual)		$
	Total	$ 200,000.00

A. Source of Funding: Bond/Reserves Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$ 200,000.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes School Tax	$
Notes	$
Bonds	$ 200,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	15-25 yrs
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☒ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Kirkiner Date: 07/08/15

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2019

Project Title City Buildings and Facilities Repairs and Upgrades

Project Description (Purpose/Justification, include useful life, personnel, operational)
This funding request is for a continuation of funding for work identified at various buildings in need of immediate repair or construction related to building safety issues. Work includes but not limited to building or facility upgrades required to improve building condition or overall operation.

Estimated Cost:		
	Design	$
	Construction/ repairs	$ $200,000
	Contract Administration	$
	Contingency	$
	Operational (Annual)	$
	Total	$

A. Source of Funding: Capital Budget Grant Source:

(Yr 2018) $200,000

B. Means of Financing:		
	Local Taxes	$ $200,000
	Federal	$
	State	$
	Private (non-gov't)	$
	Other Government	$
C. Methods of Financin	Reserve Funds	$
	Grants	$
	Transfers	$
	Current Taxes	$
	Notes	$
	Bonds	$ $200,000
	Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	40 Years
Annual Maintenance cost	General Funds/Regular Maintenance
Operational/Personnel Cost	General Fund/Regular Maintenance

Can Project be funded over more than one year? ☐ Yes ☐ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☐ X High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2019

Project Title Canfield Casino Rehabilitation Program

Project Description (Purpose/Justification, include useful life, personnel, operational)

This project continues with the interior & exterior repair and rehabilitation. Work begin several years ago at the Casino in Congress Park. This project shall provide work for the exterior & interior at the Canfield Casino Building

Estimated Cost:

Design	$	25,000
Construction	$	$250,000.00
Contract Administration	$	
Contingency	$	$25,000
Operational (Annual)	$	
Total	$	$300,000.00

A. Source of Funding: CapitalBudget Grant Source:

(Yr 2018) $300,000

B. Means of Financing:

Local Taxes	$	$300,000
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	$300,000
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life 30+

Annual Maintenance/upkeep cost General Funds/ Regular Maintenance

Operational/Personnel Cost General Fund/ Regular Maintenance

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs

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Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL

Department DPW 2019

Project Title: EAST SIDE STORM WATER PROJECT PHASE V
This Project includes the survey, study and implementation of drainage improvements in the area that includes Lincoln Avenue to Cresent Street and from Nelson Avenue to Jefferson Street Doten Avenue and East Broadway are also included in the area. This is a Five year Program to Construct the improvements.

Estimated Cost:

Design	$	50,000
Construction	$	200,000.00
Contract Administration	$	
Contingency	$	
Operational (Annual)	$	
Total	$	$250,000.00

A. Source of Funding: Bonding Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $250,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	30 yrs
Annual Maintenance/upkeep cost	
Operational/Personnel Cost	

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases 5 (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [x] High Mandated by

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: Date:

Please use additional sheets if necessary

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL 2014 - 2019

Department Dept of Public Works 2019

Project Title Waste Water Pump Stations Annual Upgrades

Project Description (Purpose/Justification, include useful life, personnel, operational)
The City has 26 waste water pump stations in varying conditions many do not have emergency generators and require portable power during storms and power outages. Many stations are in need of new pumps, controls and generators .$200,000 is required with the exception of 2015 to begin a program to update the wastewater pump stations to an acceptable level of service and reliabilty.

Estimated Cost:		
Design		$
Construction		$ $200,000
Contract Administration		$
Contingency		$
Operational (Annual)		$
	Total	$ $200,000

A. Source of Funding: Sewer Budget Grant Source:

B. Means of Financing:

Prior Funding	$
Local Taxes	$
Federal	$
State	$
Private (non-gov't)	$
Other Government/Sewer Fun	$ $200,000
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$
Other Sewer Bill	$ $200,000

D. Useful Life (provide data for 15-20 years)

Estimated length useful life	
Annual Maintenance/upkeep cost	Sewer Fund
Operational/Personnel Cost	Sewer Fund

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases ___1st____
(number of years) 25

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [x] High Mandated by

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: Date:

Please use additional sheets if necessary

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2019)

Project Title **Infrastructure Improvement and Replacement Project**

Project Description: (Purpose / Justification)

This project represents a multi-year intiative of water and sewer system upgrades. Specific to this project will be replacement of undersized and old 4" water mains located in various streets and neighborhoods throughout the City.

Estimated Cost:	Construction		$
	Engineering		$
	Contingency		
		Total	$ 350,000

A. Source of Funding: Water Budget

B. Means of Financing:	Local taxes	
	Federal	
	State	
	Other government	
	Private (non-gov't)	
	Other government/ Water Bill	$350,000
C. Method of Financing	Reserve Funds	
	Grants	
	Transfers	
	Current taxes	
	Notes	
	Bonds	
	Other / Water Bill	$350,000
D. Useful Life	Estimated length useful life	**75 Years**
	Annual maintenance/upkeep cost	**Water Fund**
	Operational/ Personnel Cost	**Water Fund**

Can Project be funded over more than one year? ____ **Yes** ____ **No** **If yes: Project Phases** _____ (number of years)

What priority should this project have for next year's Capital Budget?

☐ **Low** ☐ **Medium** ☒ **High** **Mandated by** _____

Insurance Mandate ? ____ **Yes** ____ **No** **If yes, what priority do you assign this project?**

☐ **Low** ☐ **Medium** ☐ **High** **Mandated by** _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2019)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace Truck No. 70 a 2005 International Dump Truck. Given the current condition and expectation that this Truck will need major repairs, it is recommended this vehicle be programed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $_____

Total $ 174,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2019)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace Truck No. 58 a 2005 International Dump Truck. Given the current condition and expectation that this Truck will need major repairs, it is recommended this vehicle be programed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $_____

Total $ 174,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2019)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace Truck No. 59 a 2005 International Dump Truck. Given the current condition and expectation that this Truck will need major repairs, it is recommended this vehicle be programed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $_____

Total $ 174,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department ___Recreation Department_____ YR __2019__

Project Title East Side & West Side Rec Improvements

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The City of Saratoga Springs and School District have an approved agreement. This is for the East and West Side Recreation Complexes. Items include Building and Grounds renovations and upgrades.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 40,000.00
Contract Administration		$
Contingency		$ -
Operational (Annual)		$
	Total	$ 40,000.00

A. Source of Funding: Saratoga School Reimbursement Grant Source:
School Agreement funding 2016 $35,000; 2017 $35,000; 2018 $35,000; 2019 $40,000; 2020 $40,000; 2021 $40,000

B. Means of Financing:

Prior Funding		$
Local Taxes	School Tax	$
Federal		$
State		$
Private (non-gov't)		$
Other Government		$ 40,000.00
Donation		$

C. Methods of Financing

Reserve Funds		$
Grants		$
Transfers		$
Current Taxes	School Tax	$ 40,000.00
Notes		$
Bonds		$
Other debt obligation		$

D. Useful Life (provide data for 3 years)

Estimated length useful life	Varies depending on project
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases ___6____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _ School agreement

E. Insurance mandate: [ ] Yes [X] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [X] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Hickman Date: 2/8/15

Please use additional sheets if necessary

EAST SIDE and WEST SIDE RECREATION FIELDS
USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this ___ day of March, 2011 between THE ENLARGED CITY SCHOOL DISTRICT OF THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State school district corporation organized under Article 51 of the New York State Education Law with principal offices located at 3 Blue Streak Boulevard, Saratoga Springs, New York, (hereinafter "the School District") and THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State Municipal Corporation with principal offices located at City Hall, Broadway, Saratoga Springs, New York (hereinafter "the City") (the School District and the City may be referred to individually as a "party" or collectively as "parties").

RECITALS

WHEREAS, the School District owns certain real property located in the City of Saratoga Springs, commonly known as the East and West Side Recreation Fields (hereinafter "the Fields"), and more specifically described by the maps attached hereto as Exhibit A, and

WHEREAS, the Board of Education of the School District previously determined that the operation of such recreational facilities and the conducting of recreational programs by the School District would be economically and practically unfeasible, and

WHEREAS, the City has heretofore agreed to operate recreational programs for the residents of the School District and, in connection therewith, has, by a resolution duly enacted May 6, 1977, created, pursuant to Section 243 of the General Municipal Law, a Recreational Commission known as the "Saratoga Springs Recreational Commission" (hereinafter "Commission") for the purposes of equipping, operating and maintaining playgrounds and recreational fields on behalf of the City and the residents of the School District. The term "recreational program" means all those recreational activities mutually agreeable to the School District and the City and expressly includes the physical education and intramural and interscholastic athletics programs of the School District.

WHEREAS, the School District and the City have heretofore entered into Agreements pursuant to which the City's Commission has operated and maintained the Fields, and the Parties desire to continue that relationship under this new Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree to the following:

1. **Effective Date**. This Agreement shall become effective on April 1, 2011.

2. **Term**. The Initial Term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020.

3. **Representations**.

   3.1. The Parties represent that they each possess the legal authority to enter into this Agreement and carry out its terms.

3.2. The Parties represent that the signatures affixed hereto are those of their duly-authorized representatives and that those representatives have been authorized to execute this Agreement by a properly enacted resolution of the governing body of the Party for whom they have signed.

3.3. The Parties individually represent that there are no legal actions pending or threatened by any party, which could adversely affect their ability to enter into and implement this Agreement as contemplated herein. Each Party further individually represents that there are no actions, legal proceedings, or any governmental proceedings or investigations pending or threatened against them that otherwise adversely affect their ability to carry-out their obligations hereunder.

3.4. This Agreement is entered into pursuant to Article 5-G of the General Municipal Law.

3.5. Each Party represents that it currently maintains appropriate liability insurance to cover the risks associated with this Agreement and the contractual indemnification obligations they each undertake in this Agreement. Each Party represents that it knows that the insurance policy(ies) it currently maintains are adequate because it has provided this Agreement to its insurance agent/insurer and has obtained the insurance agent/insurer's assurance that its coverage(s) are adequate.

4. **Right of Use and Operation.**

4.1. Use by the City. Subject to the provisions of Section 5.2 below, the School District gives the City the exclusive right to use, operate, maintain, supervise and control the Fields, including the right to allow and schedule the use of the Fields by third-parties.

4.2. Use by the School District. The City's use, operation, maintenance, supervision and control of the Fields shall be subject, however, to the priority use of the Fields by the elementary and secondary schools of the School District in connection with their physical education and athletic programs, including, but not limited to: regularly scheduled physical education classes, interscholastic and intramural sports teams, and such other programs now in progress, or later developed, in the furtherance of the School District's educational mission.

5. **Ownership of the Fields and Improvements Thereon.**

5.1 Title to the Fields, all improvements to the Fields, and all equipment installed on the Fields shall be and remain in the School District. No improvement to the property shall be made and no equipment shall be installed by the City or any third-party without the prior written approval of the School District. All structures on the Fields are subject to inspection and, where required, permitting by the State Education Department for compliance with applicable building and safety codes.

5.2 The School District shall have unrestricted access to the Fields and any building(s),

equipment, or improvement(s) on the Fields.

6. **Obligations of the City.**

6.1. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of the use of the moneys paid by the School District pursuant to Paragraphs 8.1 and 8.2.

6.2. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of any and all revenues received on account of its operations of the Fields, from whatever source and for whatever purpose, by date, source, purpose and amount. The revenues described herein may include, but are not limited to: user fees, maintenance charges, sponsorship revenues, advertising revenues, and charitable contributions.

6.3. The City shall maintain recreational programs that involve all residents of the School District, including any residents of the School District who are not residents of the City. Any nonresident of the City may be charged a fee that is different than a fee charged to a resident of the City, provided such fee bears a reasonable relationship to any added costs to the City of the nonresident's participation in such program.

6.4. All equipment and structures installed on the Fields shall be inventoried and itemized by the City on an annual basis and such inventory shall be given to the School District on or before December 31st of each year of this Agreement. An inventory of equipment and structures located on the Fields as of the Effective Date of this Agreement is attached hereto as Exhibit B.

6.5. Utilities. The City shall be responsible for any utility charges at the Fields including, without limitation, water, gas, oil, heat, electricity, air conditioning, telephone, and internet and other related telecommunications services.

6.6. Insurance. The City shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "City's Insurance"). The City shall add the School District as an additional insured on the City's Insurance and shall maintain the City's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The City shall furnish the School District with proof of the City's Insurance at least annually or as requested by the School District. The City shall procure the City's Insurance from a licensed insurance company in New York State. The additional insured coverage for the School District shall be primary, except where the School District is using the Fields, and any insurance maintained by the School District for other than its own use is excess and non-contributory.
Certificate(s) of the City's Insurance evidencing that the City has fulfilled the requirements above shall be submitted to the School District before the Effective Date and shall provide for thirty (30) day's written notice to the School District before any of the coverage is modified or canceled. The certificate(s) of the City's Insurance shall include the notice of cancellation provision therein. A copy of the additional

insured endorsement referenced above shall be attached to the certificate(s). The City shall be solely responsible for insuring all of the City's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

6.7. Compliance with Laws. In the event that the Parties, or either of them, shall become aware that a condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, which renders them out of compliance with any, and all, statutes, ordinances, rules, orders, regulations and requirements of all federal, state and local governments, their departments or bureaus, in such instance the Party discovering the condition shall immediately give the other written notice of the condition. The District shall conduct annual inspections for SED compliance and shall share it's findings with the City on a regular basis.

6.8. Remedy of Condition. In the event that such a condition is discovered, the Parties shall address the condition, and the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "D". That Protocol will address the method to be utilized by the Parties to resolve the conditions affecting the Fields, buildings, spray pools, playgrounds, bleachers, tennis courts and skate park, along with all other buildings, equipment or improvements that are, or will in the future be, in existence on the Property.

6.9. Provision of Access. The City shall ensure that it has access to all buildings, equipment and improvements on the Fields at all times and shall provide the School District with copies of keys to any building, equipment or improvement on the Fields that is locked so that the School District has unrestricted access under this Agreement as required by ¶5, above.

7. Obligations of the School District.

7.1. Annual Operating Contribution. Conditioned expressly upon the City's continued satisfaction of each of its obligations set forth in this Agreement, in furtherance of maintaining, operating and equipping recreational programs of the School District as set forth herein, the School District shall pay to the City, for the sole purpose of partially supporting and maintaining the Fields in connection with the School District's limited use, as follows:

Year 1 - $100,000	Year 6 - $105,000
Year 2 - $100,000	Year 7 - $110,000
Year 3 - $105,000	Year 8 - $110,000
Year 4 - $105,000	Year 9 - $110,000
Year 5 - $105,000	Year 10 - $110,000

Such sum shall be due and payable on receipt by the School District of an invoice from the City in each year of the Agreement. Such payment made to the City shall be

used exclusively for the maintenance, operation and equipping of the Fields, as operated by the City, for the uses described in this Agreement.

7.2. Annual Capital Contribution. The School District shall pay to the City in order to fund capital improvements to the Fields as deemed appropriate by the City and the School District as follows:

Year 1 - $30,000	Year 6 - $35,000
Year 2 - $30,000	Year 7 - $35,000
Year 3 - $30,000	Year 8 - $35,000
Year 4 - $30,000	Year 9 - $40,000
Year 5 - $35,000	Year 10 - $40,000

If the City intends to seek such capital improvement funds in any given year of the Agreement, it shall provide to the School District an itemization of intended capital improvements to be made to the Fields on or before April 15th of that year. The School District shall, no later than thirty (30) days from receipt of such list of intended capital improvements, either approve or disapprove such capital improvements, in writing. If the School District approves such capital improvements, it shall accompany such approval with the contribution it is willing to make towards such improvements. Such payment shall be used for the sole purpose of paying a portion of the costs and expenses of such capital improvements and for no other purpose. If the School District rejects one or more items of the City's list of intended capital improvements, no money for such rejected capital improvement(s) shall be due or owing by the School District to the City and the City may not use any capital improvement money otherwise received from the School District to fund the rejected improvement(s).

7.3. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The District shall add the City as an additional insured on the District's Insurance and shall maintain the District's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The District shall furnish the City with proof of the District's Insurance at least annually or as requested by the City. The District shall procure the District's Insurance from a licensed insurance company in New York State. The additional insured coverage for the City shall be primary, except where the City is using the Fields, and any insurance maintained by the City for other than its own use is excess and non-contributory.

Certificate(s) of the District's Insurance evidencing that the District has fulfilled the requirements above shall be submitted to the City before the Effective Date and shall provide for thirty (30) day's written notice to the City before any of the coverage is modified or canceled. The certificate(s) of the District's Insurance shall include the notice of cancellation provision therein. A copy of the additional insured endorsement referenced above shall be attached to the certificate(s). The District shall be solely responsible for insuring all of the District's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements

for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

7.4. Insurance. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The School District shall procure the District's Insurance from a licensed insurance company in New York State. Certificate(s) of the District's Insurance evidencing that the School District has fulfilled the requirements above shall be submitted to the City upon execution.

7.5. Grant Funds. In furtherance of the recreational and educational programs established by the City's Commission, the School District shall, if necessary, apply for and accept funds from Federal and State governments. Such applications for funds shall be made pursuant to and under the authority of Section 99-h of the General Municipal Law. Any grant funds awarded shall be applied in accordance with the grant award(s).

8. **Joint Obligations.**

8.1. In each year of this Agreement, on or before April 15th, the parties shall each appoint a representative to jointly inspect the condition of the Fields and all buildings, equipment and improvements thereon. This joint inspection shall be completed using a written form. The City's participation in this annual joint inspection shall be a precondition to the payment from the School District to the City of any money provided for in this Agreement.

8.2. In the event that the Parties, or either of them, shall become aware that an unsafe condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, the Party discovering the unsafe condition shall immediately give the other oral and written notice of the condition.

8.3. In the event that such a condition is discovered, the City shall be responsible for correcting all unsafe conditions. If correction is not practical or financially possible at the time of discovery, the Parties shall ensure that either, or both, secure the field, building, equipment, or improvement in a manner that protects persons from the unsafe condition until such time as it is corrected. The Parties shall address any condition, for which a correction is not practical or financially possible at the time of discovery, along with the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "E".

8.4. In the event of an insured loss of any building, equipment or improvement on the Fields, the payments, if any, received pursuant to any policy of insurance thereon maintained by either Party, shall be used solely for the purposes of repairing, replacing, or rebuilding the building, equipment, or improvement. If the Parties jointly agree that the repair, replacement, or rebuilding of the building, equipment, or improvement is not in the Parties joint interests, the Parties may agree to not repair, replace, or rebuild the building, equipment, or improvement. In such case, the

payments received pursuant to any policy of insurance thereon maintained by either Party shall be used in some other manner for the Fields as the Parties may jointly agree.

9. **Indemnification.**

9.1. The School District agrees to indemnify defend, protect and save harmless the City, its agents, employees, officers, students, invitees and volunteers (collectively, the "City Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the City Indemnitees in connection with, arising out of, resulting from, or in consequence of the use of the Fields by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.2. The City agrees to indemnify defend, protect and save harmless the School District its agents, employees, officers, students, invitees and volunteers (collectively, the "District Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the District Indemnitees in connection with, arising out of, resulting from, or in consequence of the maintenance by the City of the Fields or the use of the Fields by a third-party when under the control and supervision of the City, excluding those activities which constitute use by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.3. In the event the City allows the use of the Fields by any third-party, the City shall require and the third-party in question shall agree, in writing, to indemnify and hold harmless both the City and the School District for said use. The City shall further require and the third-party in question shall further agree to obtain and provide proof of proper insurance naming both the City and the School District as an additional insured.

10. **Termination.**

10.1. For a Party's Failure to Perform. Should either Party fail to perform any of the terms and conditions contained herein, such nonperformance shall be noted by a letter addressed to the nonperforming party by the other party. If such nonperformance has not been corrected within ten (10) days of the mailing of such letter, this Agreement will terminate thirty (30) days after the ten-day correction period has expired, unless the Parties mutually agree otherwise in writing.

10.2. For Convenience. Either Party may terminate this Agreement for their own

convenience by providing the other party with written notice of their intention to do so at least one-hundred eighty (180) days in advance of the date on which termination for convenience will occur. In the event that a Party provides notice of its intention to terminate pursuant to this section, the Party expressly agrees to be bound by the Agreement until termination and shall continue to perform its obligations under the Agreement until the termination becomes effective at the end of the one-hundred eighty (180) day period, at which time this Agreement shall terminate and neither party shall have any further obligations or liability to the other party except as otherwise preserved under the terms of this Agreement.

10.3. Upon Expiration of Term. This Agreement shall terminate at the end of the Initial Term or, if renewed in accordance with ¶2, then this Agreement shall terminate at the end of the Renewal Term.

11. Notices. Notices to be provided under this Agreement shall be in writing and shall be delivered by means of First Class Mail, facsimile transmission, overnight delivery via express delivery service, or personally, to the following persons at the following addresses or any other address that a party has provided to the other with respect to the delivery of notices under this section:

11.1. If to the City:

Mayor
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

With copies to:

City Attorney
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

and

Commissioner of Public Works
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-2417

11.2. If to the School District:

Superintendent
Saratoga Springs City S.D.
3 Blue Streak Boulevard
Saratoga Springs, New York 12866
Fax – (518) 584-6624

12. **Entire Agreement, Modification, Severability, Waiver.** This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the Parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties, upon approval of their respective governing bodies, which references this Agreement. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

13. **Assignment.** This Agreement shall not be assigned by either Party.

14. **Resolution of Disputes.** The Parties agree that any disputes arising under this Agreement will be jointly submitted to a mediator selected by the Parties within thirty (30) days of the Parties' determining that a dispute has arisen. In the event that mediation has occurred and has not resolved the dispute, upon agreement of the Parties, the dispute may be submitted to an arbitrator selected from the commercial arbitration panel of the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association. In the event that the parties agree to the submission of a dispute to an arbitrator, the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and the decision of the Arbitrator shall be deemed final. In the event that the parties do not agree to submit a dispute to arbitration, the dispute can be submitted to court of competent jurisdiction located in and for the County of Saratoga, State of New York. The Parties agree that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of New York, without reference to the principles of conflict of laws thereof that would operate to defeat the application of New York law.

15. **Fully Negotiated Agreement.** This Agreement has been fully negotiated in an arms' length transaction and neither party has been coerced in any manner to execute this Agreement. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Agreement, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Agreement, nor any term or provision of this Agreement, shall be construed against either party as a result of the drafting of this Agreement or any term or provision thereof by a party, or their respective counsel.

16. **Captions; Language.** The captions or headings of paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

ENLARGED CITY SCHOOL DISTRICT
OF THE CITY OF SARATOGA SPRINGS

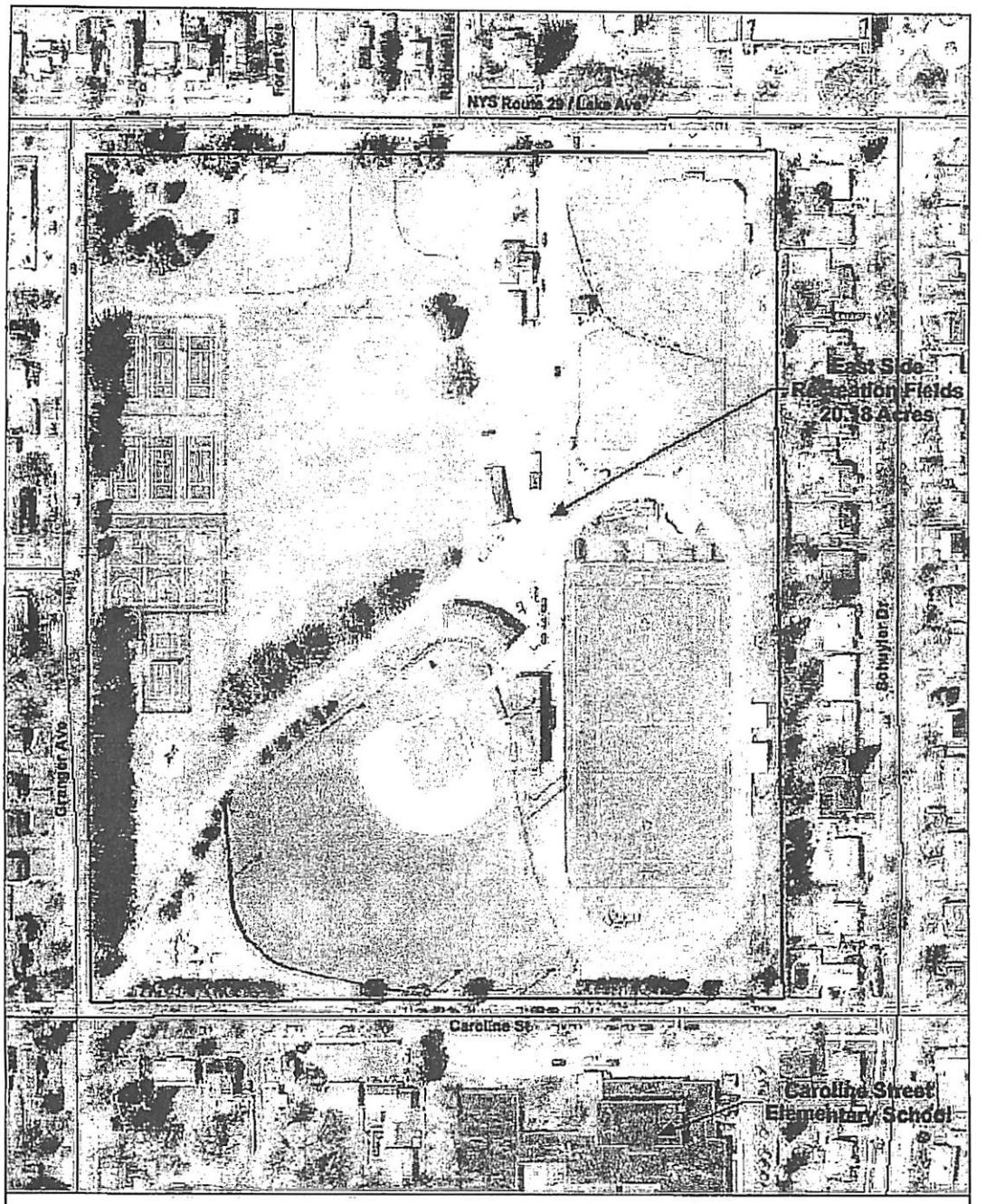
By: _____ Date: 3/22/11
Mia Pfitzer, President
Board of Education

CITY OF SARATOGA SPRINGS, NEW YORK

By: _____ Date: MARCH 24, 2011
Scott Johnson, Mayor

EXHIBIT A

MAPS OF FIELDS



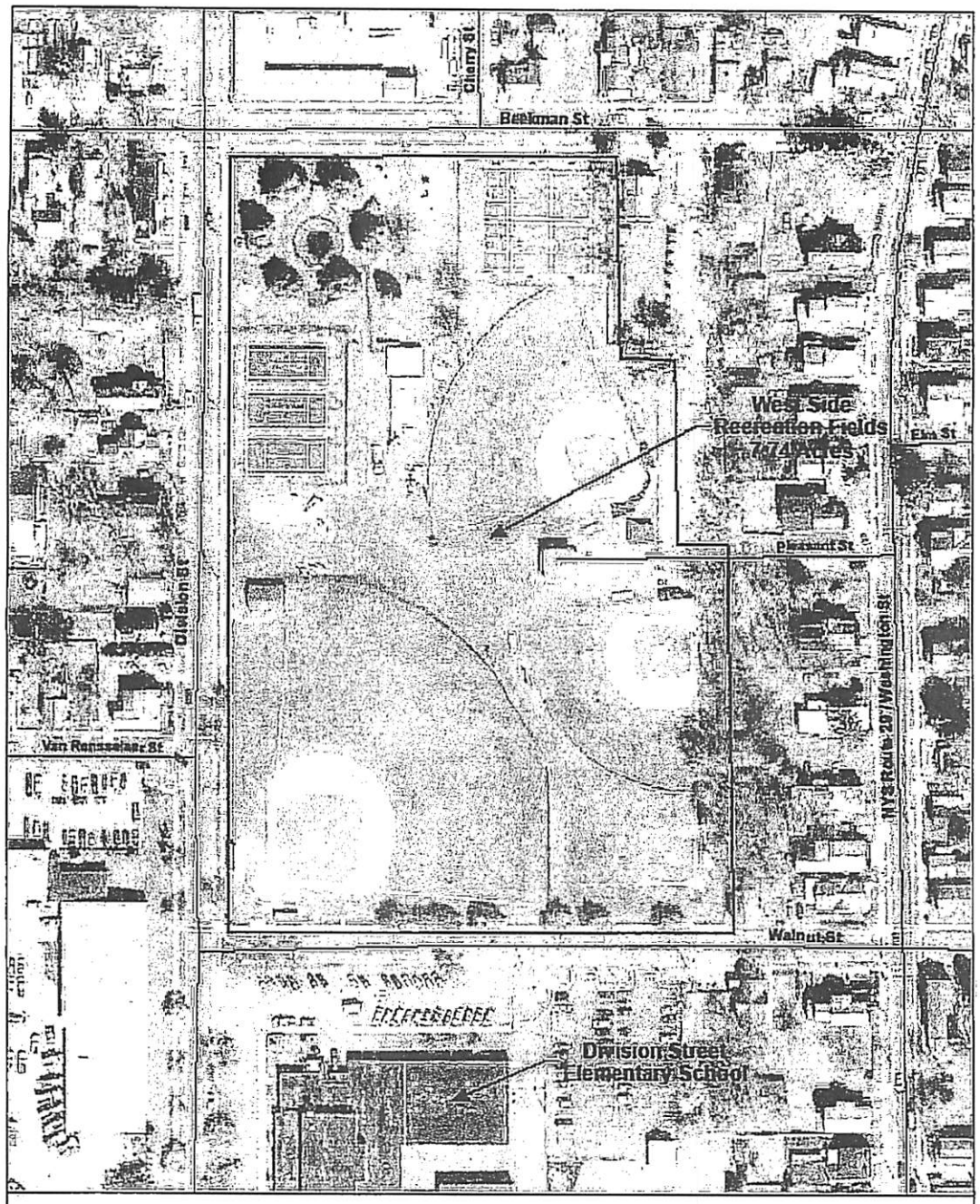
East Side Recreation Fields

City of Saratoga Springs

1 inch = 150 feet

0 75 150 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program



West Side Recreation Fields

City of Saratoga Springs

1 inch = 120 feet

0 60 120 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program

EXHIBIT B

INVENTORY OF BUILDINGS, EQUIPMENT AND IMPROVEMENTS ON FIELDS AS OF MARCH 1, 2011

East Side Structures Include:

1. Concession stand and office/storage building
2. Main field house and toilet facilities building
3. Open pavilion building (adjacent to the field house)
4. City Recreation storage shed
5. Pop Warner Football League storage shed
6. Main baseball field bleachers, toilet facilities and storage
7. Spray pool utility building
8. Main baseball field dugout #1 building with storage
9. Main baseball field dugout #2 building with storage

West Side Structures Include:

1. Maintenance, toilet facilities and shop building
2. Maintenance storage building
3. Concession building with second floor announcer's booth
4. Old concession stand/storage building
5. Spray pool utility building

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

City's Insurance:

The City shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$2,000,000 per occurrence $6,000,000 aggregate
Umbrella or Excess Liability:	$
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District is to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

District's Insurance:

The District shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$5,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

User's Insurance:

Users of Recreation Fields or buildings, grounds, or facilities located thereon shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$1,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District and City are to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the City and District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department ___Recreation Department_____ YR 2019

Project Title Veterans Memorial Park - Backstop

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The Backstops will be evaluated each year. If not needed this will be pushed back Other items may include building and grounds renovations

Estimated Cost:	Design	$	
	Construction (and equipment)	$	31,810.00
	Contract Administration	$	
	Contingency	$	
	Operational (Annual)	$	
	Total	$	31,810.00

A. Source of Funding: Bond Grant Source: _____

B. Means of Financing:	Prior Funding	$	
	Local Taxes	$	31,810.00
	Federal	$	
	State	$	
	Private (non-gov't)	$	
	Other Government	$	
	Donation	$	
C. Methods of Financing	Reserve Funds	$	
	Grants	$	
	Transfers	$	
	Current Taxes	$	
	Notes	$	
	Bonds	$	31,810.00
	Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life	15-25 yrs
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? ☐ Yes ☒ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☒ Low ☐ Medium ☐ High Mandated by _____

E. Insurance mandate: ☐ Yes ☒ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: [signature] Date: 07/08/15

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2020 2015-2020

Project Title City Buildings and Facilities Repairs and Upgrades

Project Description (Purpose/Justification, include useful life, personnel, operational)
This funding request is for a continuation of funding for work identified at various buildings in need of immediate repair or construction related to building safety issues. Work may also include building or facility upgrades required to improve building condition or overall operation.
unexpected and or emergency repairs.

Estimated Cost:		
Design		$
Construction/ repairs		$ $200,000
Contract Administration		$
Contingency		$
Operational (Annual)		$
	Total	$

A. Source of Funding: _____ Grant Source: _____
(Yr 2016) $200,000 (Yr 2017) $200,000

B. Means of Financing:

Local Taxes	$ $200,000
Federal	$
State	$
Private (non-gov't)	$
Other Government	$

C. Methods of Financin

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $200,000
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	40 Years
Annual Maintenance cost	General Funds/Regular Maintenance
Operational/Personnel Cost	General Fund/Regular Maintenance

Can Project be funded over more than one year? ☐ Yes ☐ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☐ X High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2020 2015-2020

Project Title Canfield Casino Rehabilitation Program

Project Description (Purpose/Justification, include useful life, personnel, operational)
This project continues with the interior & exterior repair and rehabilitation work begin many years ago at the Canfield Casino in Congress Park. This project is for exterior and interior of this building

Estimated Cost:

Design	$	25,000
Construction	$	$250,000.00
Contract Administration	$	
Contingency	$	$25,000
Operational (Annual)	$	
Total	$	$300,000.00

A. Source of Funding: _____ Grant Source: _____
(Yr 2016) $300,000 (Yr 2017) $300,000

B. Means of Financing:

Local Taxes	$	$300,000
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	$300,000
Other debt obligation	$	

D. Useful Life (provide data for 3 years)
Estimated length useful life 30+
Annual Maintenance/upkeep cost General Funds/ Regular Maintenance
Operational/Personnel Cost General Fund/ Regular Maintenance

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2020)

Project Title **Infrastructure Improvement and Replacement Project**

Project Description: (Purpose / Justification)

This project represents a multi-year intiative of water and sewer system upgrades. Specific to this project will be replacement of undersized and old 4" water mains located in various streets and neighborhoods throughout the City.

Estimated Cost:

Construction		$
Engineering		$
Contingency		
	Total	$ 350,000

A. Source of Funding: Water Budget

B. Means of Financing:

Local taxes	
Federal	
State	
Other government	
Private (non-gov't)	
Other government/Water Fund	$350,000

C. Method of Financing

Reserve Funds	
Grants	
Transfers	
Current taxes	
Notes	
Bonds	
Other Water Bill	$350,000

D. Useful Life

Estimated length useful life	**75 Years**
Annual maintenance/upkeep cost	**Water Fund**
Operational/ Personnel Cost	**Water Fund**

Can Project be funded over more than one year? ____ **Yes** ____ **No** **If yes: Project Phases** _____ (number of years)

What priority should this project have for next year's Capital Budget?

☐ **Low** ☐ **Medium** ☐ **High** **Mandated by** _____

Insurance Mandate ? ____ **Yes** ____ **No** **If yes, what priority do you assign this project?**

☐ **Low** ☐ **Medium** ☐ **High** **Mandated by** _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2020)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace the as needed Truck, . Given the current condition and expectation that this Truck will need major repairs, it is recommended this vehicle be programed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $_____

Total $ 174,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs
Department of Public Works

CAPITAL BUDGET PROJECT PROPOSAL (For the Year 2020)

Project Title **Dump Truck with Plow Equipment and Spreader**

Project Description: (Purpose / Justification)

This Truck would replace a current International Dump Truck. Given the current condition and expectation that this Truck will need major repairs, it is recommended this vehicle be programed for replacement consistent with our fleet safety and equipment replacement program.

Estimated Cost: $ 174,000

Trade-In Value, if applicable: $_____

Total $ 174,000

A. Source of Funding: City Capital Bond Funding

B. Means of Financing:	Local taxes	$	174,000
	Federal		
	State		
	Other government		
	Private (non-gov't)		
	Other government		
C. Method of Financing	Reserve Funds		
	Grants		
	Transfers		
	Current taxes		
	Notes		
	Bonds	$	174,000
	Other debt obligation		
D. Useful Life	Estimated length useful life		15 Years
	Annual maintenance/upkeep cost		General Fund/ Regular Maintenance
	Operational/ Personnel Cost		General Fund/ Regular Maintenance

What priority should this equipment purchase have for the Capital Budget?

☐ Low ☐ Medium ☒ High

Mandated by: _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ **Date:** _____

City of Saratoga Springs

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CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department Recreation Department YR 2020

Project Title: East Side & West Side Rec Improvements

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The City of Saratoga Springs and School District have an approved agreement. This is for the East and West Side Recreation Complexes. Items include Building and Grounds renovations and upgrades.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 40,000.00
Contract Administration		$
Contingency		$ -
Operational (Annual)		$
	Total	$ 40,000.00

A. Source of Funding: Saratoga School Reimbursement Grant Source:
School Agreement funding 2016 $35,000; 2017 $35,000; 2018 $35,000; 2019 $40,000; 2020 $40,000; 2021 $40,000

B. Means of Financing:

Prior Funding	$
Local Taxes	$
Federal	$
State	$
Private (non-gov't)	$
Other Government	$ 40,000.00
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes School Tax	$ 40,000.00
Notes	$
Bonds	$
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	Varies depending on project
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases 6 (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by School agreement

E. Insurance mandate: [ ] Yes [X] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [X] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Kirkham Date: 7/8/15

Please use additional sheets if necessary

EAST SIDE and WEST SIDE RECREATION FIELDS
USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this ___ day of March, 2011 between THE ENLARGED CITY SCHOOL DISTRICT OF THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State school district corporation organized under Article 51 of the New York State Education Law with principal offices located at 3 Blue Streak Boulevard, Saratoga Springs, New York, (hereinafter "the School District") and THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State Municipal Corporation with principal offices located at City Hall, Broadway, Saratoga Springs, New York (hereinafter "the City") (the School District and the City may be referred to individually as a "party" or collectively as "parties").

RECITALS

WHEREAS, the School District owns certain real property located in the City of Saratoga Springs, commonly known as the East and West Side Recreation Fields (hereinafter "the Fields"), and more specifically described by the maps attached hereto as Exhibit A, and

WHEREAS, the Board of Education of the School District previously determined that the operation of such recreational facilities and the conducting of recreational programs by the School District would be economically and practically unfeasible, and

WHEREAS, the City has heretofore agreed to operate recreational programs for the residents of the School District and, in connection therewith, has, by a resolution duly enacted May 6, 1977, created, pursuant to Section 243 of the General Municipal Law, a Recreational Commission known as the "Saratoga Springs Recreational Commission" (hereinafter "Commission") for the purposes of equipping, operating and maintaining playgrounds and recreational fields on behalf of the City and the residents of the School District. The term "recreational program" means all those recreational activities mutually agreeable to the School District and the City and expressly includes the physical education and intramural and interscholastic athletics programs of the School District.

WHEREAS, the School District and the City have heretofore entered into Agreements pursuant to which the City's Commission has operated and maintained the Fields, and the Parties desire to continue that relationship under this new Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree to the following:

1. **Effective Date.** This Agreement shall become effective on April 1, 2011.

2. **Term.** The Initial Term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020.

3. **Representations.**

   3.1. The Parties represent that they each possess the legal authority to enter into this Agreement and carry out its terms.

3.2. The Parties represent that the signatures affixed hereto are those of their duly-authorized representatives and that those representatives have been authorized to execute this Agreement by a properly enacted resolution of the governing body of the Party for whom they have signed.

3.3. The Parties individually represent that there are no legal actions pending or threatened by any party, which could adversely affect their ability to enter into and implement this Agreement as contemplated herein. Each Party further individually represents that there are no actions, legal proceedings, or any governmental proceedings or investigations pending or threatened against them that otherwise adversely affect their ability to carry-out their obligations hereunder.

3.4. This Agreement is entered into pursuant to Article 5-G of the General Municipal Law.

3.5. Each Party represents that it currently maintains appropriate liability insurance to cover the risks associated with this Agreement and the contractual indemnification obligations they each undertake in this Agreement. Each Party represents that it knows that the insurance policy(ies) it currently maintains are adequate because it has provided this Agreement to its insurance agent/insurer and has obtained the insurance agent/insurer's assurance that its coverage(s) are adequate.

4. **Right of Use and Operation.**

4.1. Use by the City. Subject to the provisions of Section 5.2 below, the School District gives the City the exclusive right to use, operate, maintain, supervise and control the Fields, including the right to allow and schedule the use of the Fields by third-parties.

4.2. Use by the School District. The City's use, operation, maintenance, supervision and control of the Fields shall be subject, however, to the priority use of the Fields by the elementary and secondary schools of the School District in connection with their physical education and athletic programs, including, but not limited to: regularly scheduled physical education classes, interscholastic and intramural sports teams, and such other programs now in progress, or later developed, in the furtherance of the School District's educational mission.

5. **Ownership of the Fields and Improvements Thereon.**

5.1 Title to the Fields, all improvements to the Fields, and all equipment installed on the Fields shall be and remain in the School District. No improvement to the property shall be made and no equipment shall be installed by the City or any third-party without the prior written approval of the School District. All structures on the Fields are subject to inspection and, where required, permitting by the State Education Department for compliance with applicable building and safety codes.

5.2 The School District shall have unrestricted access to the Fields and any building(s),

equipment, or improvement(s) on the Fields.

6. **Obligations of the City.**

6.1. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of the use of the moneys paid by the School District pursuant to Paragraphs 8.1 and 8.2.

6.2. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of any and all revenues received on account of its operations of the Fields, from whatever source and for whatever purpose, by date, source, purpose and amount. The revenues described herein may include, but are not limited to: user fees, maintenance charges, sponsorship revenues, advertising revenues, and charitable contributions.

6.3. The City shall maintain recreational programs that involve all residents of the School District, including any residents of the School District who are not residents of the City. Any nonresident of the City may be charged a fee that is different than a fee charged to a resident of the City, provided such fee bears a reasonable relationship to any added costs to the City of the nonresident's participation in such program.

6.4. All equipment and structures installed on the Fields shall be inventoried and itemized by the City on an annual basis and such inventory shall be given to the School District on or before December 31st of each year of this Agreement. An inventory of equipment and structures located on the Fields as of the Effective Date of this Agreement is attached hereto as Exhibit B.

6.5. Utilities. The City shall be responsible for any utility charges at the Fields including, without limitation, water, gas, oil, heat, electricity, air conditioning, telephone, and internet and other related telecommunications services.

6.6. Insurance. The City shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "City's Insurance"). The City shall add the School District as an additional insured on the City's Insurance and shall maintain the City's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The City shall furnish the School District with proof of the City's Insurance at least annually or as requested by the School District. The City shall procure the City's Insurance from a licensed insurance company in New York State. The additional insured coverage for the School District shall be primary, except where the School District is using the Fields, and any insurance maintained by the School District for other than its own use is excess and non-contributory.
Certificate(s) of the City's Insurance evidencing that the City has fulfilled the requirements above shall be submitted to the School District before the Effective Date and shall provide for thirty (30) day's written notice to the School District before any of the coverage is modified or canceled. The certificate(s) of the City's Insurance shall include the notice of cancellation provision therein. A copy of the additional

insured endorsement referenced above shall be attached to the certificate(s). The City shall be solely responsible for insuring all of the City's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

6.7. Compliance with Laws. In the event that the Parties, or either of them, shall become aware that a condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, which renders them out of compliance with any, and all, statutes, ordinances, rules, orders, regulations and requirements of all federal, state and local governments, their departments or bureaus, in such instance the Party discovering the condition shall immediately give the other written notice of the condition. The District shall conduct annual inspections for SED compliance and shall share it's findings with the City on a regular basis.

6.8. Remedy of Condition. In the event that such a condition is discovered, the Parties shall address the condition, and the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "D". That Protocol will address the method to be utilized by the Parties to resolve the conditions affecting the Fields, buildings, spray pools, playgrounds, bleachers, tennis courts and skate park, along with all other buildings, equipment or improvements that are, or will in the future be, in existence on the Property.

6.9. Provision of Access. The City shall ensure that it has access to all buildings, equipment and improvements on the Fields at all times and shall provide the School District with copies of keys to any building, equipment or improvement on the Fields that is locked so that the School District has unrestricted access under this Agreement as required by ¶5, above.

7. Obligations of the School District.

7.1. Annual Operating Contribution. Conditioned expressly upon the City's continued satisfaction of each of its obligations set forth in this Agreement, in furtherance of maintaining, operating and equipping recreational programs of the School District as set forth herein, the School District shall pay to the City, for the sole purpose of partially supporting and maintaining the Fields in connection with the School District's limited use, as follows:

Year 1 - $100,000	Year 6 - $105,000
Year 2 - $100,000	Year 7 - $110,000
Year 3 - $105,000	Year 8 - $110,000
Year 4 - $105,000	Year 9 - $110,000
Year 5 - $105,000	Year 10 - $110,000

Such sum shall be due and payable on receipt by the School District of an invoice from the City in each year of the Agreement. Such payment made to the City shall be

used exclusively for the maintenance, operation and equipping of the Fields, as operated by the City, for the uses described in this Agreement.

7.2. Annual Capital Contribution. The School District shall pay to the City in order to fund capital improvements to the Fields as deemed appropriate by the City and the School District as follows:

Year 1 - $30,000	Year 6 - $35,000
Year 2 - $30,000	Year 7 - $35,000
Year 3 - $30,000	Year 8 - $35,000
Year 4 - $30,000	Year 9 - $40,000
Year 5 - $35,000	Year 10 - $40,000

If the City intends to seek such capital improvement funds in any given year of the Agreement, it shall provide to the School District an itemization of intended capital improvements to be made to the Fields on or before April 15th of that year. The School District shall, no later than thirty (30) days from receipt of such list of intended capital improvements, either approve or disapprove such capital improvements, in writing. If the School District approves such capital improvements, it shall accompany such approval with the contribution it is willing to make towards such improvements. Such payment shall be used for the sole purpose of paying a portion of the costs and expenses of such capital improvements and for no other purpose. If the School District rejects one or more items of the City's list of intended capital improvements, no money for such rejected capital improvement(s) shall be due or owing by the School District to the City and the City may not use any capital improvement money otherwise received from the School District to fund the rejected improvement(s).

7.3. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The District shall add the City as an additional insured on the District's Insurance and shall maintain the District's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The District shall furnish the City with proof of the District's Insurance at least annually or as requested by the City. The District shall procure the District's Insurance from a licensed insurance company in New York State. The additional insured coverage for the City shall be primary, except where the City is using the Fields, and any insurance maintained by the City for other than its own use is excess and non-contributory.
Certificate(s) of the District's Insurance evidencing that the District has fulfilled the requirements above shall be submitted to the City before the Effective Date and shall provide for thirty (30) day's written notice to the City before any of the coverage is modified or canceled. The certificate(s) of the District's Insurance shall include the notice of cancellation provision therein. A copy of the additional insured endorsement referenced above shall be attached to the certificate(s). The District shall be solely responsible for insuring all of the District's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements

for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

7.4. Insurance. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The School District shall procure the District's Insurance from a licensed insurance company in New York State. Certificate(s) of the District's Insurance evidencing that the School District has fulfilled the requirements above shall be submitted to the City upon execution.

7.5. Grant Funds. In furtherance of the recreational and educational programs established by the City's Commission, the School District shall, if necessary, apply for and accept funds from Federal and State governments. Such applications for funds shall be made pursuant to and under the authority of Section 99-h of the General Municipal Law. Any grant funds awarded shall be applied in accordance with the grant award(s).

8. Joint Obligations.

8.1. In each year of this Agreement, on or before April 15th, the parties shall each appoint a representative to jointly inspect the condition of the Fields and all buildings, equipment and improvements thereon. This joint inspection shall be completed using a written form. The City's participation in this annual joint inspection shall be a precondition to the payment from the School District to the City of any money provided for in this Agreement.

8.2. In the event that the Parties, or either of them, shall become aware that an unsafe condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, the Party discovering the unsafe condition shall immediately give the other oral and written notice of the condition.

8.3. In the event that such a condition is discovered, the City shall be responsible for correcting all unsafe conditions. If correction is not practical or financially possible at the time of discovery, the Parties shall ensure that either, or both, secure the field, building, equipment, or improvement in a manner that protects persons from the unsafe condition until such time as it is corrected. The Parties shall address any condition, for which a correction is not practical or financially possible at the time of discovery, along with the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "E".

8.4. In the event of an insured loss of any building, equipment or improvement on the Fields, the payments, if any, received pursuant to any policy of insurance thereon maintained by either Party, shall be used solely for the purposes of repairing, replacing, or rebuilding the building, equipment, or improvement. If the Parties jointly agree that the repair, replacement, or rebuilding of the building, equipment, or improvement is not in the Parties joint interests, the Parties may agree to not repair, replace, or rebuild the building, equipment, or improvement. In such case, the

payments received pursuant to any policy of insurance thereon maintained by either Party shall be used in some other manner for the Fields as the Parties may jointly agree.

9. Indemnification.

9.1. The School District agrees to indemnify defend, protect and save harmless the City, its agents, employees, officers, students, invitees and volunteers (collectively, the "City Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the City Indemnitees in connection with, arising out of, resulting from, or in consequence of the use of the Fields by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.2. The City agrees to indemnify defend, protect and save harmless the School District its agents, employees, officers, students, invitees and volunteers (collectively, the "District Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the District Indemnitees in connection with, arising out of, resulting from, or in consequence of the maintenance by the City of the Fields or the use of the Fields by a third-party when under the control and supervision of the City, excluding those activities which constitute use by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.3. In the event the City allows the use of the Fields by any third-party, the City shall require and the third-party in question shall agree, in writing, to indemnify and hold harmless both the City and the School District for said use. The City shall further require and the third-party in question shall further agree to obtain and provide proof of proper insurance naming both the City and the School District as an additional insured.

10. Termination.

10.1. For a Party's Failure to Perform. Should either Party fail to perform any of the terms and conditions contained herein, such nonperformance shall be noted by a letter addressed to the nonperforming party by the other party. If such nonperformance has not been corrected within ten (10) days of the mailing of such letter, this Agreement will terminate thirty (30) days after the ten-day correction period has expired, unless the Parties mutually agree otherwise in writing.

10.2. For Convenience. Either Party may terminate this Agreement for their own

convenience by providing the other party with written notice of their intention to do so at least one-hundred eighty (180) days in advance of the date on which termination for convenience will occur. In the event that a Party provides notice of its intention to terminate pursuant to this section, the Party expressly agrees to be bound by the Agreement until termination and shall continue to perform its obligations under the Agreement until the termination becomes effective at the end of the one-hundred eighty (180) day period, at which time this Agreement shall terminate and neither party shall have any further obligations or liability to the other party except as otherwise preserved under the terms of this Agreement.

10.3. Upon Expiration of Term. This Agreement shall terminate at the end of the Initial Term or, if renewed in accordance with ¶2, then this Agreement shall terminate at the end of the Renewal Term.

11. **Notices.** Notices to be provided under this Agreement shall be in writing and shall be delivered by means of First Class Mail, facsimile transmission, overnight delivery via express delivery service, or personally, to the following persons at the following addresses or any other address that a party has provided to the other with respect to the delivery of notices under this section:

11.1. If to the City:

Mayor
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

With copies to:

City Attorney
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

and

Commissioner of Public Works
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-2417

11.2. If to the School District:

Superintendent
Saratoga Springs City S.D.
3 Blue Streak Boulevard
Saratoga Springs, New York 12866
Fax – (518) 584-6624

12. **Entire Agreement, Modification, Severability, Waiver.** This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the Parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties, upon approval of their respective governing bodies, which references this Agreement. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

13. **Assignment.** This Agreement shall not be assigned by either Party.

14. **Resolution of Disputes.** The Parties agree that any disputes arising under this Agreement will be jointly submitted to a mediator selected by the Parties within thirty (30) days of the Parties' determining that a dispute has arisen. In the event that mediation has occurred and has not resolved the dispute, upon agreement of the Parties, the dispute may be submitted to an arbitrator selected from the commercial arbitration panel of the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association. In the event that the parties agree to the submission of a dispute to an arbitrator, the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and the decision of the Arbitrator shall be deemed final. In the event that the parties do not agree to submit a dispute to arbitration, the dispute can be submitted to court of competent jurisdiction located in and for the County of Saratoga, State of New York. The Parties agree that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of New York, without reference to the principles of conflict of laws thereof that would operate to defeat the application of New York law.

15. **Fully Negotiated Agreement.** This Agreement has been fully negotiated in an arms' length transaction and neither party has been coerced in any manner to execute this Agreement. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Agreement, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Agreement, nor any term or provision of this Agreement, shall be construed against either party as a result of the drafting of this Agreement or any term or provision thereof by a party, or their respective counsel.

16. **Captions; Language.** The captions or headings of paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

ENLARGED CITY SCHOOL DISTRICT
OF THE CITY OF SARATOGA SPRINGS

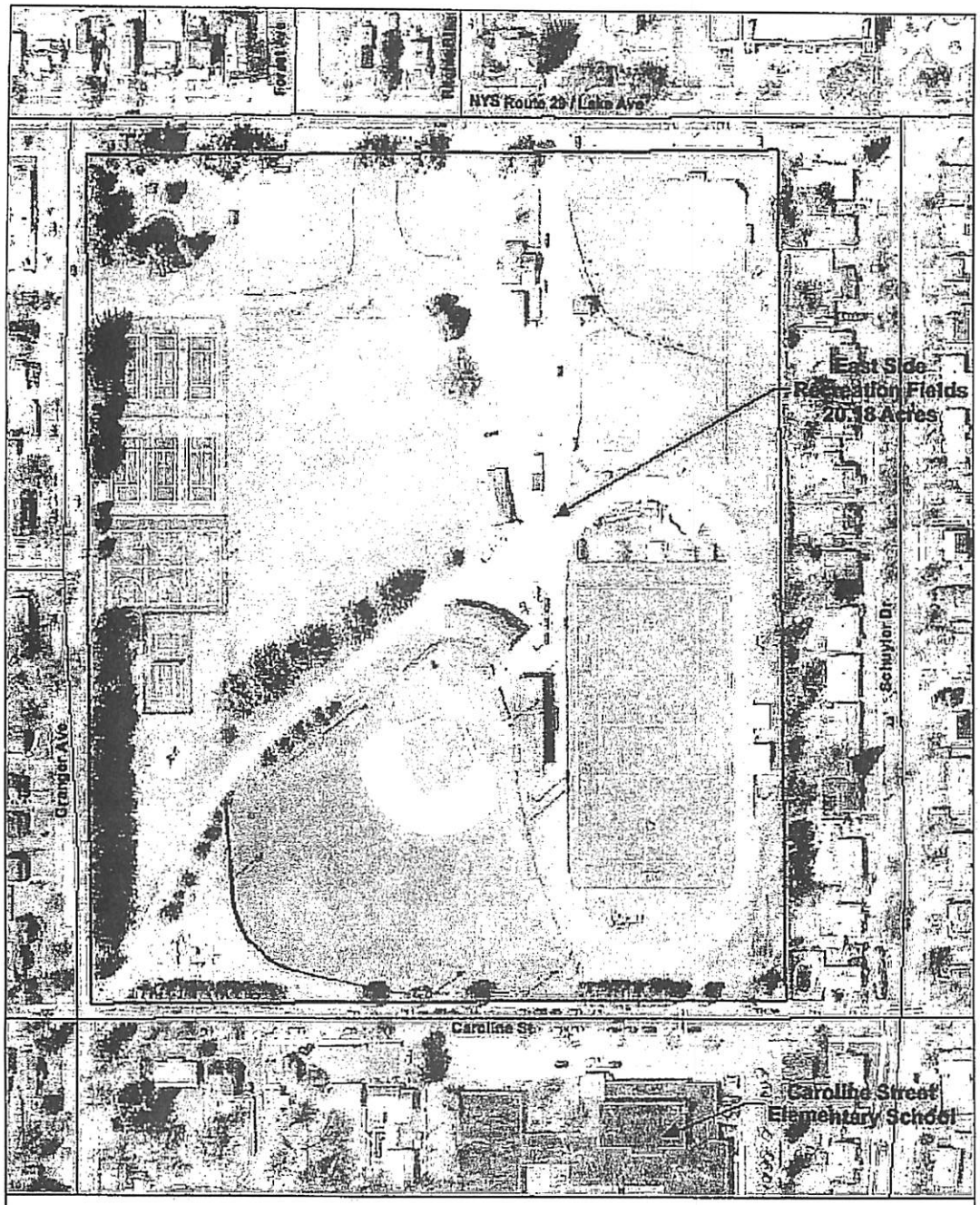
By: _____ Date: 3/22/11
Mia Pfitzer, President
Board of Education

CITY OF SARATOGA SPRINGS, NEW YORK

By: _____ Date: MARCH 24, 2011
Scott Johnson, Mayor

EXHIBIT A

MAPS OF FIELDS



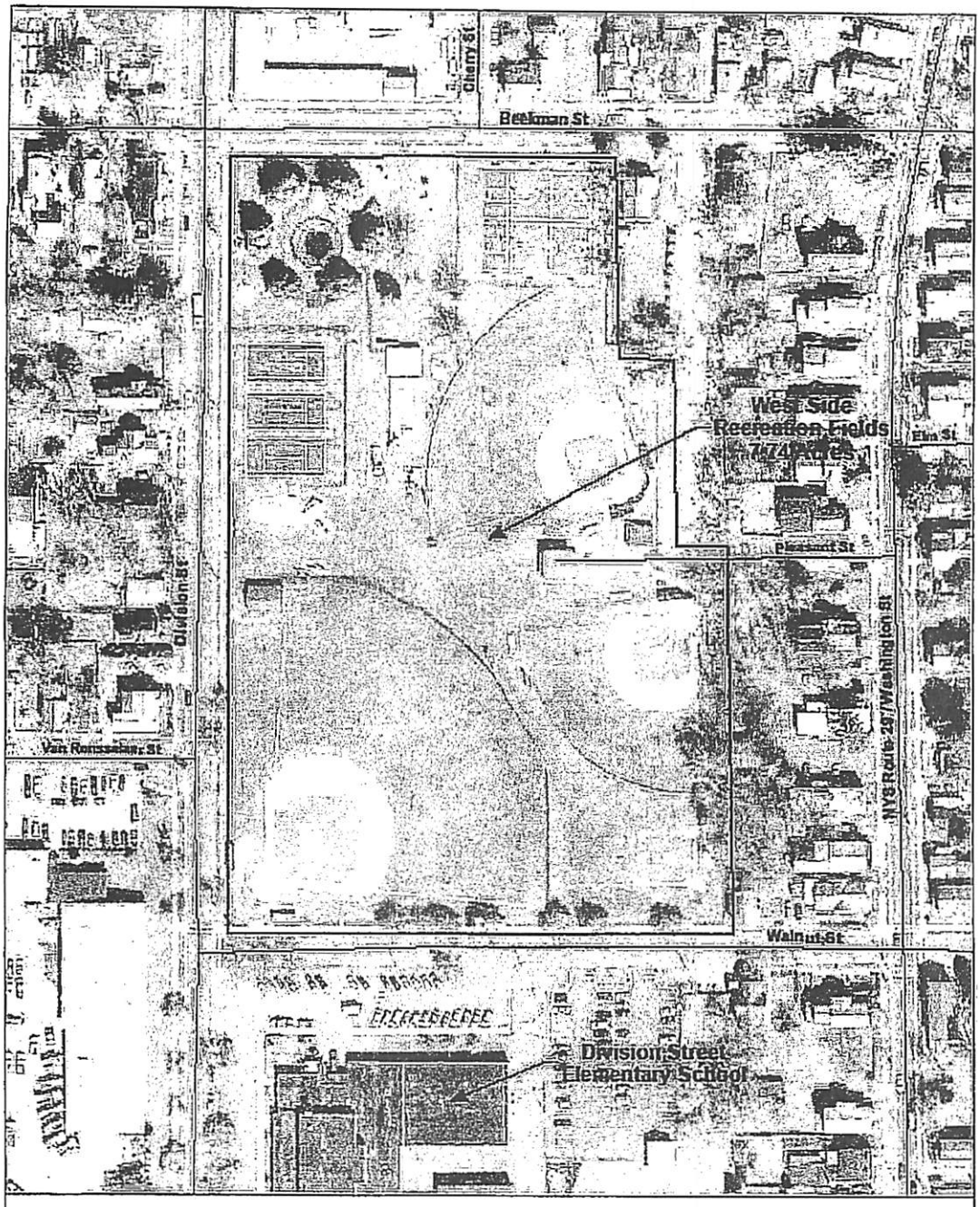
East Side Recreation Fields

City of Saratoga Springs

1 inch = 150 feet

0 75 150 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program



West Side Recreation Fields

City of Saratoga Springs

1 inch = 120 feet

0 60 120 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program

EXHIBIT B

INVENTORY OF BUILDINGS, EQUIPMENT AND IMPROVEMENTS ON FIELDS AS OF MARCH 1, 2011

East Side Structures Include:

1. Concession stand and office/storage building
2. Main field house and toilet facilities building
3. Open pavilion building (adjacent to the field house)
4. City Recreation storage shed
5. Pop Warner Football League storage shed
6. Main baseball field bleachers, toilet facilities and storage
7. Spray pool utility building
8. Main baseball field dugout #1 building with storage
9. Main baseball field dugout #2 building with storage

West Side Structures Include:

1. Maintenance, toilet facilities and shop building
2. Maintenance storage building
3. Concession building with second floor announcer's booth
4. Old concession stand/storage building
5. Spray pool utility building

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

City's Insurance:

The City shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$2,000,000 per occurrence $6,000,000 aggregate
Umbrella or Excess Liability:	$
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District is to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

District's Insurance:

The District shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$5,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

User's Insurance:

Users of Recreation Fields or buildings, grounds, or facilities located thereon shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$1,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District and City are to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the City and District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

City of Saratoga Springs

City Hall - 474 Broadway
Saratoga Springs, New York 12866
Tel: 518-587-3550 fax: 518-580-9480
www.saratoga-springs.org

CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2021

Project Title City Buildings and Facilities Repairs and Upgrades

Project Description (Purpose/Justification, include useful life, personnel, operational)
This funding request is for a continuation of funding for work identified at various buildings in need of immediate repair or construction related to building safety issues. Work includes but not limited to building or facility upgrades required to improve building condition or overall operation.

Estimated Cost:		
	Design	$
	Construction/ repairs	$ $200,000
	Contract Administration	$
	Contingency	$
	Operational (Annual)	$
	Total	$

A. Source of Funding: Capital Budget Grant Source:

(Yr 2018) $200,000

B. Means of Financing:		
	Local Taxes	$ $200,000
	Federal	$
	State	$
	Private (non-gov't)	$
	Other Government	$
C. Methods of Financin	Reserve Funds	$
	Grants	$
	Transfers	$
	Current Taxes	$
	Notes	$
	Bonds	$ $200,000
	Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	40 Years
Annual Maintenance cost	General Funds/Regular Maintenance
Operational/Personnel Cost	General Fund/Regular Maintenance

Can Project be funded over more than one year? ☐ Yes ☐ No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☐ X High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:
Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL

Department DEPT OF PUBLIC WORKS YEAR 2021

Project Title: Canfield Casino Rehabilitation Program

Project Description (Purpose/Justification, include useful life, personnel, operational)

This project continues with the interior & exterior repair and rehabilitation. Work begin several years ago at the Casino in Congress Park. This project shall provide the exterior and interior of the Canfield Casino Building

Estimated Cost:

Design	$	25,000
Construction	$	$250,000.00
Contract Administration	$	
Contingency	$	$25,000
Operational (Annual)	$	
Total	$	$300,000.00

A. Source of Funding: CapitalBudget Grant Source:

(Yr 2018) $300,000

B. Means of Financing:

Local Taxes	$	$300,000
Federal	$	
State	$	
Private (non-gov't)	$	
Other Government	$	

C. Methods of Financing

Reserve Funds	$	
Grants	$	
Transfers	$	
Current Taxes	$	
Notes	$	
Bonds	$	$300,000
Other debt obligation	$	

D. Useful Life (provide data for 3 years)

Estimated length useful life 30+

Annual Maintenance/upkeep cost General Funds/ Regular Maintenance

Operational/Personnel Cost General Fund/ Regular Maintenance

Can Project be funded over more than one year? [X] Yes [ ] No if yes: Project phases _____ (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by _____

E. Insurance mandate: [ ] Yes [ ] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [ ] High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs

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CAPITAL BUDGET PROJECT PROPOSAL 2021

Department _____ DPW 2021

Project Title LOADER/TOOL CARRIER Machine

This unit would replace the City's current Loader/Tool Carrier Machine No # . Given that this machine is 16 years old and needs major repairs because of its age. The parts and labor expenses to repair this piece of equipment is becoming costly to maintain it for operational use. It is recommended we replace this machine consistent with our fleet safety and equipment replacement program.

Estimated Cost:

Design	$
Construction (Equipment)	$ $162,000.00
Contract Administration	$
Contingency	$
Operational (Annual)	$
Total	$

A. Source of Funding: Bonding Grant Source: _____

B. Means of Financing:

Prior Funding	$
Local Taxes	$ $162,000.00
Federal	$
State	$
Private (non-gov't)	$
Other Government	$
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes	$
Notes	$
Bonds	$ $162,000.00
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	15 Yrs
Annual Maintenance/upkeep cost	Gen Fund/Reg Maint
Operational/Personnel Cost	Gen Fund/Reg Maint

Can Project be funded over more than one year? ☐ Yes ☒ No (number of years)

What priority should this project have for the next year's Capital Budget?

☐ Low ☐ Medium ☒ High Mandated by _____

E. Insurance mandate: ☐ Yes ☐ No If yes, what priority do you assign to this project?

☐ Low ☐ Medium ☐ High Mandated by _____

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: _____ Date: _____

Please use additional sheets if necessary

City of Saratoga Springs

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Saratoga Springs, New York 12866
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www.saratoga-springs.org

CAPITAL PROJECT PROPOSAL FORM 2016 - 2021

Department Recreation Department YR 2021

Project Title: East Side & West Side Rec Improvements

Project Description (Purpose/Justification, include useful life, personnel, operational)

(use additional sheets if necessary)

The City of Saratoga Springs and School District have an approved agreement. This is for the East and West Side Recreation Complexes. Items include Building and Grounds renovations and upgrades.

Estimated Cost:		
Design		$
Construction (and equipment)		$ 40,000.00
Contract Administration		$
Contingency		$ -
Operational (Annual)		$
	Total	$ 40,000.00

A. Source of Funding: Saratoga School Reimbursement Grant Source:
School Agreement funding 2016 $35,000; 2017 $35,000; 2018 $35,000; 2019 $40,000; 2020 $40,000; 2021 $40,000

B. Means of Financing:

Prior Funding	$
Local Taxes	$
Federal	$
State	$
Private (non-gov't)	$
Other Government	$ 40,000.00
Donation	$

C. Methods of Financing

Reserve Funds	$
Grants	$
Transfers	$
Current Taxes School Tax	$ 40,000.00
Notes	$
Bonds	$
Other debt obligation	$

D. Useful Life (provide data for 3 years)

Estimated length useful life	Varies depending on project
Annual Maintenance/upkeep cost	DPW General Fund/Reg. Maintenance
Operational/Personnel Cost	DPW General Fund/Reg. Maintenance

Can Project be funded over more than one year? [x] Yes [ ] No if yes: Project phases 6 (number of years)

What priority should this project have for the next year's Capital Budget?

[ ] Low [ ] Medium [X] High Mandated by School agreement

E. Insurance mandate: [ ] Yes [X] No If yes, what priority do you assign to this project?

[ ] Low [ ] Medium [X] High Mandated by

I request the above Project be considered for inclusion in the City's Capital Budget:

Signed: John Stirling Date: 7/8/15

Please use additional sheets if necessary

EAST SIDE and WEST SIDE RECREATION FIELDS
USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT made this ___ day of March, 2011 between THE ENLARGED CITY SCHOOL DISTRICT OF THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State school district corporation organized under Article 51 of the New York State Education Law with principal offices located at 3 Blue Streak Boulevard, Saratoga Springs, New York, (hereinafter "the School District") and THE CITY OF SARATOGA SPRINGS, NEW YORK, a New York State Municipal Corporation with principal offices located at City Hall, Broadway, Saratoga Springs, New York (hereinafter "the City") (the School District and the City may be referred to individually as a "party" or collectively as "parties").

RECITALS

WHEREAS, the School District owns certain real property located in the City of Saratoga Springs, commonly known as the East and West Side Recreation Fields (hereinafter "the Fields"), and more specifically described by the maps attached hereto as Exhibit A, and

WHEREAS, the Board of Education of the School District previously determined that the operation of such recreational facilities and the conducting of recreational programs by the School District would be economically and practically unfeasible, and

WHEREAS, the City has heretofore agreed to operate recreational programs for the residents of the School District and, in connection therewith, has, by a resolution duly enacted May 6, 1977, created, pursuant to Section 243 of the General Municipal Law, a Recreational Commission known as the "Saratoga Springs Recreational Commission" (hereinafter "Commission") for the purposes of equipping, operating and maintaining playgrounds and recreational fields on behalf of the City and the residents of the School District. The term "recreational program" means all those recreational activities mutually agreeable to the School District and the City and expressly includes the physical education and intramural and interscholastic athletics programs of the School District.

WHEREAS, the School District and the City have heretofore entered into Agreements pursuant to which the City's Commission has operated and maintained the Fields, and the Parties desire to continue that relationship under this new Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree to the following:

1. **Effective Date.** This Agreement shall become effective on April 1, 2011.

2. **Term.** The Initial Term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2020.

3. **Representations.**

   3.1. The Parties represent that they each possess the legal authority to enter into this Agreement and carry out its terms.

3.2. The Parties represent that the signatures affixed hereto are those of their duly-authorized representatives and that those representatives have been authorized to execute this Agreement by a properly enacted resolution of the governing body of the Party for whom they have signed.

3.3. The Parties individually represent that there are no legal actions pending or threatened by any party, which could adversely affect their ability to enter into and implement this Agreement as contemplated herein. Each Party further individually represents that there are no actions, legal proceedings, or any governmental proceedings or investigations pending or threatened against them that otherwise adversely affect their ability to carry-out their obligations hereunder.

3.4. This Agreement is entered into pursuant to Article 5-G of the General Municipal Law.

3.5. Each Party represents that it currently maintains appropriate liability insurance to cover the risks associated with this Agreement and the contractual indemnification obligations they each undertake in this Agreement. Each Party represents that it knows that the insurance policy(ies) it currently maintains are adequate because it has provided this Agreement to its insurance agent/insurer and has obtained the insurance agent/insurer's assurance that its coverage(s) are adequate.

4. **Right of Use and Operation.**

4.1. Use by the City. Subject to the provisions of Section 5.2 below, the School District gives the City the exclusive right to use, operate, maintain, supervise and control the Fields, including the right to allow and schedule the use of the Fields by third-parties.

4.2. Use by the School District. The City's use, operation, maintenance, supervision and control of the Fields shall be subject, however, to the priority use of the Fields by the elementary and secondary schools of the School District in connection with their physical education and athletic programs, including, but not limited to: regularly scheduled physical education classes, interscholastic and intramural sports teams, and such other programs now in progress, or later developed, in the furtherance of the School District's educational mission.

5. **Ownership of the Fields and Improvements Thereon.**

5.1 Title to the Fields, all improvements to the Fields, and all equipment installed on the Fields shall be and remain in the School District. No improvement to the property shall be made and no equipment shall be installed by the City or any third-party without the prior written approval of the School District. All structures on the Fields are subject to inspection and, where required, permitting by the State Education Department for compliance with applicable building and safety codes.

5.2 The School District shall have unrestricted access to the Fields and any building(s),

equipment, or improvement(s) on the Fields.

6. **Obligations of the City.**

6.1. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of the use of the moneys paid by the School District pursuant to Paragraphs 8.1 and 8.2.

6.2. The City shall provide to the School District, no later than December 31st of each year of the Agreement, an accounting of any and all revenues received on account of its operations of the Fields, from whatever source and for whatever purpose, by date, source, purpose and amount. The revenues described herein may include, but are not limited to: user fees, maintenance charges, sponsorship revenues, advertising revenues, and charitable contributions.

6.3. The City shall maintain recreational programs that involve all residents of the School District, including any residents of the School District who are not residents of the City. Any nonresident of the City may be charged a fee that is different than a fee charged to a resident of the City, provided such fee bears a reasonable relationship to any added costs to the City of the nonresident's participation in such program.

6.4. All equipment and structures installed on the Fields shall be inventoried and itemized by the City on an annual basis and such inventory shall be given to the School District on or before December 31st of each year of this Agreement. An inventory of equipment and structures located on the Fields as of the Effective Date of this Agreement is attached hereto as Exhibit B.

6.5. Utilities. The City shall be responsible for any utility charges at the Fields including, without limitation, water, gas, oil, heat, electricity, air conditioning, telephone, and internet and other related telecommunications services.

6.6. Insurance. The City shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "City's Insurance"). The City shall add the School District as an additional insured on the City's Insurance and shall maintain the City's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The City shall furnish the School District with proof of the City's Insurance at least annually or as requested by the School District. The City shall procure the City's Insurance from a licensed insurance company in New York State. The additional insured coverage for the School District shall be primary, except where the School District is using the Fields, and any insurance maintained by the School District for other than its own use is excess and non-contributory.
Certificate(s) of the City's Insurance evidencing that the City has fulfilled the requirements above shall be submitted to the School District before the Effective Date and shall provide for thirty (30) day's written notice to the School District before any of the coverage is modified or canceled. The certificate(s) of the City's Insurance shall include the notice of cancellation provision therein. A copy of the additional

insured endorsement referenced above shall be attached to the certificate(s). The City shall be solely responsible for insuring all of the City's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

6.7. Compliance with Laws. In the event that the Parties, or either of them, shall become aware that a condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, which renders them out of compliance with any, and all, statutes, ordinances, rules, orders, regulations and requirements of all federal, state and local governments, their departments or bureaus, in such instance the Party discovering the condition shall immediately give the other written notice of the condition. The District shall conduct annual inspections for SED compliance and shall share it's findings with the City on a regular basis.

6.8. Remedy of Condition. In the event that such a condition is discovered, the Parties shall address the condition, and the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "D". That Protocol will address the method to be utilized by the Parties to resolve the conditions affecting the Fields, buildings, spray pools, playgrounds, bleachers, tennis courts and skate park, along with all other buildings, equipment or improvements that are, or will in the future be, in existence on the Property.

6.9. Provision of Access. The City shall ensure that it has access to all buildings, equipment and improvements on the Fields at all times and shall provide the School District with copies of keys to any building, equipment or improvement on the Fields that is locked so that the School District has unrestricted access under this Agreement as required by ¶5, above.

7. Obligations of the School District.

7.1. Annual Operating Contribution. Conditioned expressly upon the City's continued satisfaction of each of its obligations set forth in this Agreement, in furtherance of maintaining, operating and equipping recreational programs of the School District as set forth herein, the School District shall pay to the City, for the sole purpose of partially supporting and maintaining the Fields in connection with the School District's limited use, as follows:

Year 1 - $100,000	Year 6 - $105,000
Year 2 - $100,000	Year 7 - $110,000
Year 3 - $105,000	Year 8 - $110,000
Year 4 - $105,000	Year 9 - $110,000
Year 5 - $105,000	Year 10 - $110,000

Such sum shall be due and payable on receipt by the School District of an invoice from the City in each year of the Agreement. Such payment made to the City shall be

used exclusively for the maintenance, operation and equipping of the Fields, as operated by the City, for the uses described in this Agreement.

7.2. Annual Capital Contribution. The School District shall pay to the City in order to fund capital improvements to the Fields as deemed appropriate by the City and the School District as follows:

Year 1 - $30,000	Year 6 - $35,000
Year 2 - $30,000	Year 7 - $35,000
Year 3 - $30,000	Year 8 - $35,000
Year 4 - $30,000	Year 9 - $40,000
Year 5 - $35,000	Year 10 - $40,000

If the City intends to seek such capital improvement funds in any given year of the Agreement, it shall provide to the School District an itemization of intended capital improvements to be made to the Fields on or before April 15th of that year. The School District shall, no later than thirty (30) days from receipt of such list of intended capital improvements, either approve or disapprove such capital improvements, in writing. If the School District approves such capital improvements, it shall accompany such approval with the contribution it is willing to make towards such improvements. Such payment shall be used for the sole purpose of paying a portion of the costs and expenses of such capital improvements and for no other purpose. If the School District rejects one or more items of the City's list of intended capital improvements, no money for such rejected capital improvement(s) shall be due or owing by the School District to the City and the City may not use any capital improvement money otherwise received from the School District to fund the rejected improvement(s).

7.3. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The District shall add the City as an additional insured on the District's Insurance and shall maintain the District's Insurance in force during the Term and Renewal Term in such amounts as are set forth on Exhibit C. The District shall furnish the City with proof of the District's Insurance at least annually or as requested by the City. The District shall procure the District's Insurance from a licensed insurance company in New York State. The additional insured coverage for the City shall be primary, except where the City is using the Fields, and any insurance maintained by the City for other than its own use is excess and non-contributory.
Certificate(s) of the District's Insurance evidencing that the District has fulfilled the requirements above shall be submitted to the City before the Effective Date and shall provide for thirty (30) day's written notice to the City before any of the coverage is modified or canceled. The certificate(s) of the District's Insurance shall include the notice of cancellation provision therein. A copy of the additional insured endorsement referenced above shall be attached to the certificate(s). The District shall be solely responsible for insuring all of the District's personal property located on the Fields and for requiring insurance, in a form consistent with the requirements

for Users as described in Exhibit C, from all persons and entities who have access to the Fields.

7.4. Insurance. The School District shall procure and maintain, at its own cost and expense, insurance of the types and in the amounts set forth on Exhibit C, annexed hereto and made a part hereof (the "District's Insurance"). The School District shall procure the District's Insurance from a licensed insurance company in New York State. Certificate(s) of the District's Insurance evidencing that the School District has fulfilled the requirements above shall be submitted to the City upon execution.

7.5. Grant Funds. In furtherance of the recreational and educational programs established by the City's Commission, the School District shall, if necessary, apply for and accept funds from Federal and State governments. Such applications for funds shall be made pursuant to and under the authority of Section 99-h of the General Municipal Law. Any grant funds awarded shall be applied in accordance with the grant award(s).

8. Joint Obligations.

8.1. In each year of this Agreement, on or before April 15th, the parties shall each appoint a representative to jointly inspect the condition of the Fields and all buildings, equipment and improvements thereon. This joint inspection shall be completed using a written form. The City's participation in this annual joint inspection shall be a precondition to the payment from the School District to the City of any money provided for in this Agreement.

8.2. In the event that the Parties, or either of them, shall become aware that an unsafe condition exists on the Fields, in a building on the Fields, or in regard to a piece of equipment or an improvement on the Fields, the Party discovering the unsafe condition shall immediately give the other oral and written notice of the condition.

8.3. In the event that such a condition is discovered, the City shall be responsible for correcting all unsafe conditions. If correction is not practical or financially possible at the time of discovery, the Parties shall ensure that either, or both, secure the field, building, equipment, or improvement in a manner that protects persons from the unsafe condition until such time as it is corrected. The Parties shall address any condition, for which a correction is not practical or financially possible at the time of discovery, along with the resolution and/or remedy for the condition, in accordance with a Protocol to be developed between the Parties and thereafter appended to this Agreement as Exhibit "E".

8.4. In the event of an insured loss of any building, equipment or improvement on the Fields, the payments, if any, received pursuant to any policy of insurance thereon maintained by either Party, shall be used solely for the purposes of repairing, replacing, or rebuilding the building, equipment, or improvement. If the Parties jointly agree that the repair, replacement, or rebuilding of the building, equipment, or improvement is not in the Parties joint interests, the Parties may agree to not repair, replace, or rebuild the building, equipment, or improvement. In such case, the

payments received pursuant to any policy of insurance thereon maintained by either Party shall be used in some other manner for the Fields as the Parties may jointly agree.

9. **Indemnification.**

9.1. The School District agrees to indemnify defend, protect and save harmless the City, its agents, employees, officers, students, invitees and volunteers (collectively, the "City Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the City Indemnitees in connection with, arising out of, resulting from, or in consequence of the use of the Fields by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.2. The City agrees to indemnify defend, protect and save harmless the School District its agents, employees, officers, students, invitees and volunteers (collectively, the "District Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the District Indemnitees in connection with, arising out of, resulting from, or in consequence of the maintenance by the City of the Fields or the use of the Fields by a third-party when under the control and supervision of the City, excluding those activities which constitute use by the School District for School District purposes. This provision shall survive termination of this Agreement with respect to any cause or claim arising during the term of this Agreement.

9.3. In the event the City allows the use of the Fields by any third-party, the City shall require and the third-party in question shall agree, in writing, to indemnify and hold harmless both the City and the School District for said use. The City shall further require and the third-party in question shall further agree to obtain and provide proof of proper insurance naming both the City and the School District as an additional insured.

10. **Termination.**

10.1. For a Party's Failure to Perform. Should either Party fail to perform any of the terms and conditions contained herein, such nonperformance shall be noted by a letter addressed to the nonperforming party by the other party. If such nonperformance has not been corrected within ten (10) days of the mailing of such letter, this Agreement will terminate thirty (30) days after the ten-day correction period has expired, unless the Parties mutually agree otherwise in writing.

10.2. For Convenience. Either Party may terminate this Agreement for their own

convenience by providing the other party with written notice of their intention to do so at least one-hundred eighty (180) days in advance of the date on which termination for convenience will occur. In the event that a Party provides notice of its intention to terminate pursuant to this section, the Party expressly agrees to be bound by the Agreement until termination and shall continue to perform its obligations under the Agreement until the termination becomes effective at the end of the one-hundred eighty (180) day period, at which time this Agreement shall terminate and neither party shall have any further obligations or liability to the other party except as otherwise preserved under the terms of this Agreement.

10.3. Upon Expiration of Term. This Agreement shall terminate at the end of the Initial Term or, if renewed in accordance with ¶2, then this Agreement shall terminate at the end of the Renewal Term.

11. **Notices.** Notices to be provided under this Agreement shall be in writing and shall be delivered by means of First Class Mail, facsimile transmission, overnight delivery via express delivery service, or personally, to the following persons at the following addresses or any other address that a party has provided to the other with respect to the delivery of notices under this section:

11.1. If to the City:

Mayor
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

With copies to:

City Attorney
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-1688

and

Commissioner of Public Works
City Hall
474 Broadway
Saratoga Springs, New York 12866
Fax – (518) 587-2417

11.2. If to the School District:

Superintendent
Saratoga Springs City S.D.
3 Blue Streak Boulevard
Saratoga Springs, New York 12866
Fax – (518) 584-6624

12. **Entire Agreement, Modification, Severability, Waiver.** This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof. All prior negotiations between the Parties are merged into this Agreement and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between the Parties other than as set forth in this Agreement. This Agreement shall not be modified, amended, altered or changed except by a writing duly executed by the Parties, upon approval of their respective governing bodies, which references this Agreement. Any provisions of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by either Party of any breach by the other of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach hereof.

13. **Assignment.** This Agreement shall not be assigned by either Party.

14. **Resolution of Disputes.** The Parties agree that any disputes arising under this Agreement will be jointly submitted to a mediator selected by the Parties within thirty (30) days of the Parties' determining that a dispute has arisen. In the event that mediation has occurred and has not resolved the dispute, upon agreement of the Parties, the dispute may be submitted to an arbitrator selected from the commercial arbitration panel of the American Arbitration Association in accordance with the commercial arbitration rules of the American Arbitration Association. In the event that the parties agree to the submission of a dispute to an arbitrator, the arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association and the decision of the Arbitrator shall be deemed final. In the event that the parties do not agree to submit a dispute to arbitration, the dispute can be submitted to court of competent jurisdiction located in and for the County of Saratoga, State of New York. The Parties agree that this Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of New York, without reference to the principles of conflict of laws thereof that would operate to defeat the application of New York law.

15. **Fully Negotiated Agreement.** This Agreement has been fully negotiated in an arms' length transaction and neither party has been coerced in any manner to execute this Agreement. Each party has had the opportunity to employ legal counsel and seek advice from such counsel with respect to this Agreement, its obligations, terms, and implications, and has sought and received such counsel and advice. Neither this Agreement, nor any term or provision of this Agreement, shall be construed against either party as a result of the drafting of this Agreement or any term or provision thereof by a party, or their respective counsel.

16. **Captions; Language.** The captions or headings of paragraphs in this Agreement are inserted for convenience only, and shall not be considered in construing the provisions hereof. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the day and year first above written.

ENLARGED CITY SCHOOL DISTRICT
OF THE CITY OF SARATOGA SPRINGS

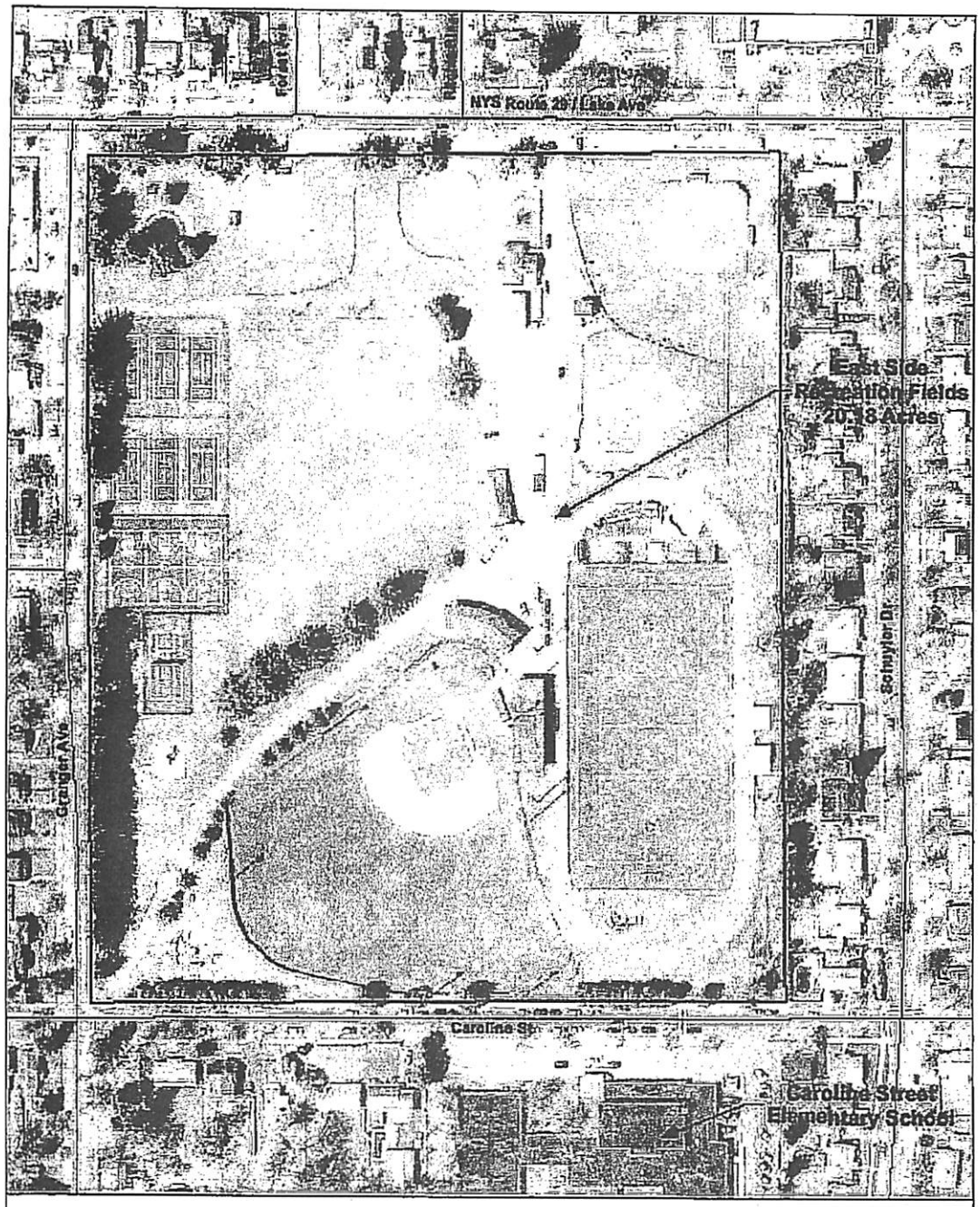
By: _____ Date: 3/22/11
Mia Pfitzer, President
Board of Education

CITY OF SARATOGA SPRINGS, NEW YORK

By: _____ Date: MARCH 24, 2011
Scott Johnson, Mayor

EXHIBIT A

MAPS OF FIELDS



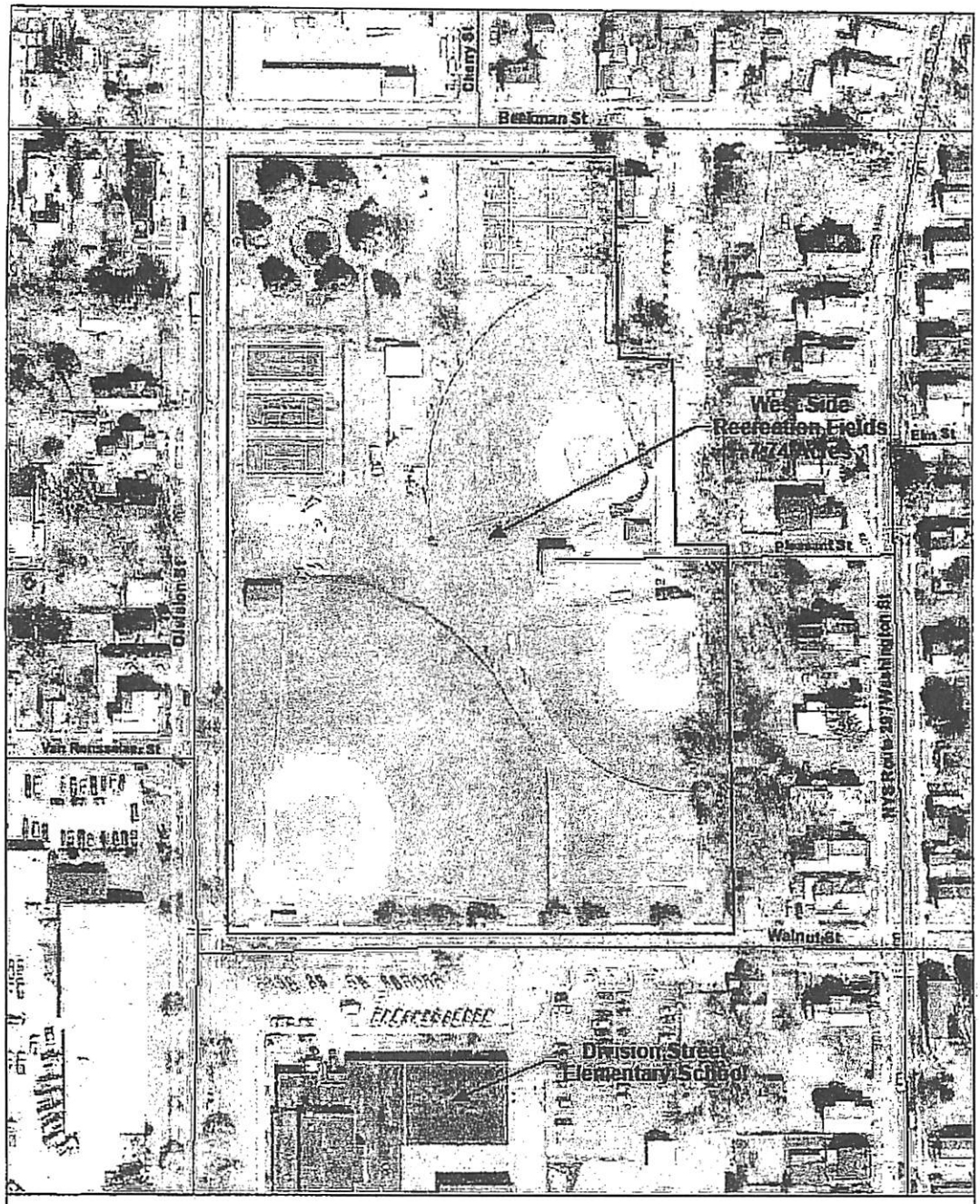
East Side Recreation Fields

City of Saratoga Springs

1 inch = 150 feet

0 75 150 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program



West Side Recreation Fields

City of Saratoga Springs

1 inch = 120 feet

0 60 120 Feet

2007 orthoimagery provided by New York State Digital Orthoimagery Program

EXHIBIT B

INVENTORY OF BUILDINGS, EQUIPMENT AND IMPROVEMENTS ON FIELDS AS OF MARCH 1, 2011

East Side Structures Include:

1. Concession stand and office/storage building
2. Main field house and toilet facilities building
3. Open pavilion building (adjacent to the field house)
4. City Recreation storage shed
5. Pop Warner Football League storage shed
6. Main baseball field bleachers, toilet facilities and storage
7. Spray pool utility building
8. Main baseball field dugout #1 building with storage
9. Main baseball field dugout #2 building with storage

West Side Structures Include:

1. Maintenance, toilet facilities and shop building
2. Maintenance storage building
3. Concession building with second floor announcer's booth
4. Old concession stand/storage building
5. Spray pool utility building

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

City's Insurance:

The City shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$2,000,000 per occurrence $6,000,000 aggregate
Umbrella or Excess Liability:	$
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District is to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.

District's Insurance:

The District shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$5,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

User's Insurance:

Users of Recreation Fields or buildings, grounds, or facilities located thereon shall purchase and maintain in full force and effect insurance policies with at least the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Commercial General Liability Insurance:	$1,000,000 per occurrence $2,000,000 aggregate
Umbrella or Excess Liability:	$1,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law

The District and City are to be included as an additional insured on a primary, non-contributory basis provided by an endorsement in the form of CG20, CG26, or their equivalent. All policies and certificates of insurance shall expressly provide that the City and District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage.