

NANCY E. HARDT
City Clerk

CITY OF RENSSELAER

OFFICE OF THE CITY CLERK

CITY HALL
62 WASHINGTON STREET
RENSSELAER, NEW YORK 12144

(518) 462-4266
Fax: (518) 462-0890

AGENDA REGULAR COMMON COUNCIL MEETING NOVEMBER 17, 2021

1. A RESOLUTION AUTHORIZING SALE OF SURPLUS CITY PROPERTY PURSUANT TO CITY CODE SECTION 47-5 – CITY FIRE DEPARTMENT
2. A RESOLUTION AUTHORIZING AGREEMENT FOR THE PURCHASE THROUGH TEN (10) YEAR LEASE OF A FIRE FIGHTING APPARATUS - FIRE DEPARTMENT
3. A RESOLUTION APPROVING NO PARKING SIGNAGE OF VALLEY VIEW DRIVE – OFFICE OF THE ENGINEER
4. A RESOLUTION APPROVING CDPHP 2022 INSURANCE COVERAGE PROPOSAL FOR THE CITY OF RENSSELAER – OFFICE OF THE COMPTROLLER
5. A RESOLUTION ACCEPTING DONATIONS AND INCREASING FUNDS.
6. A RESOLUTION AUTHORIZING AGREEMENT WITH SYSTEMS EAST, INC. FOR THE 2022 CALENDAR YEAR - TREASURER

#1

By Alderperson:

Council as a Whole _____

Seconded by Alderperson:

**RESOLUTION AUTHORIZING SALE OF SURPLUS CITY PROPERTY
PURSUANT TO CITY CODE SECTION 47-5.
- CITY FIRE DEPARTMENT**

WHEREAS, pursuant to City Code Section 47-5 and City Charter Section 94, the Common Council of the City of Rensselaer hereby declares Engine 3 of the City of Rensselaer Fire Department as Surplus Property in that it is being replaced by new Fire Apparatus, and hereby authorizes the City Purchasing Agent to sell such Surplus Property, at a price of not less than \$50,000.00, and at such time as approved by the Fire Chief, all per Section 47-5 of the City Code, and, it is now, therefore,

RESOLVED, that it is declared that Engine 3 of the City of Rensselaer Fire Department is Surplus Property and that the City Purchasing Agent is authorized to sell such Surplus Property, at a price of not less than \$50,000.00, and at such time as approved by the Fire Chief, all per Section 47-5 of the City Code.

Approved as to form and sufficiency
this day of , 2021

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Corporation Counsel

Approved by:

Mayor

#2

By Alderperson:

Council AS A Whole

Seconded by Alderperson: _____

**RESOLUTION AUTHORIZING AGREEMENT FOR THE PURCHASE
THROUGH TEN (10) YEAR LEASE OF A FIRE FIGHTING APPARATUS
- FIRE DEPARTMENT**

WHEREAS, the Fire Department desires to utilize the services of Shakerley Truck Sales and Community Leasing Partners, a Division of Community First National Bank, for the purchase, through a Ten (10) Year Lease, of a needed firefighting apparatus, commonly known as a "Toyne Nashville" at a cost of \$445,100.00, with a down payment of \$50,000.00, and financed through a ten (10) year zero (0) dollar buy-out lease, all as set forth in the attached Proposal, with such Proposal being heretofore approved by the City of Rensselaer Purchasing Agent per the City Procurement Policy contained in Chapter 45 of the Code of the City of Rensselaer, and the approval of such agreement appearing to be in the best interest of the City of Rensselaer, and

WHEREAS, good and valuable consideration being mutually offered and accepted between the Parties as set forth in the attached Proposal,

NOW, THEREFORE, BE IT RESOLVED, that on behalf of the City of Rensselaer, the attached Proposal with Shakerley Truck Sales and Community Leasing Partners, a Division of Community First National Bank, for the purchase, through Ten (10) Year Lease, of a needed firefighting apparatus, commonly known as a "Toyne Nashville" at a cost of \$445,100.00, with a down payment of \$50,000.00, and financed through a ten (10) year zero (0) dollar buy-out lease, is hereby approved, and the Mayor is authorized to execute an Agreement per such Proposal on behalf of the City of Rensselaer.

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this day of , 2021

Corporation Counsel

Approved by:

Mayor



Phone: 888.777.7850
Fax: 888.777.7875
Cell: 785.313.3154
215 S. Seth Child Road
Manhattan, KS 66502
www.clpusa.net

October 11, 2021

Customer Name: Rensselaer, NY

Equipment: One New Toyne Pumper
Sales Representative: Nate Shakerley @ Shakerley Truck Sales
Delivery: Estimated 1 year

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

Total Cost:	\$ 445,100.00	Payment Frequency:	Annual
Down Payment:	\$ -	First Payment:	One year from closing
Trade In:	\$ -		
Amount Financed:	<u>\$ 445,100.00</u>		
Term in Years:	<u>5</u>	<u>10</u>	<u>15</u>
1st Payment:	\$50,000.00	\$50,000.00	\$50,000.00
Balance of Payments:	\$108,718.23	\$52,441.09	\$36,284.77
Interest Rate:	2.69%	2.99%	3.04%

- This financing proposal has been prepared with the expectation that the above customer will be able to provide audited financial reports, or other acceptable forms of financial statements for the years requested. If audits or other similar acceptable forms are unavailable, the above rates and terms are subject to adjustment.
- Interest rates are fixed for terms up to 10 years. For terms greater than 10 years, upon receipt of the 7th payment, at sole discretion of the Lessor, the remaining payments can be adjusted based on an index determined at contract issuance and then will remain fixed for the remaining term.
- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- This financing is to be executed and funded within 30 days of the date of the proposal, or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval of mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

Thank you for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-888-777-7850.

Respectively,

Blake J. Kaus
Vice President & Director of Leasing
blakekaus@clpusa.net

Financing of Demonstrator

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

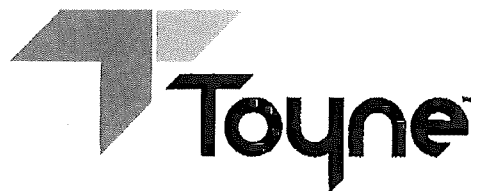
Option 1

Total Cost:	\$ 445,100.00	Payment Frequency:	Annual
Down Payment:	\$ -	First Payment:	One year from closing
Trade In:	\$ -		
Amount Financed:	<u>\$ 445,100.00</u>		
Term in Years:	<u>5</u>	<u>10</u>	<u>15</u>
1st Payment:	\$50,000.00	\$50,000.00	\$50,000.00
Balance of Payments:	\$108,718.23	\$52,441.09	\$36,284.77
Interest Rate:	2.69%	2.99%	3.04%

Purchase Process

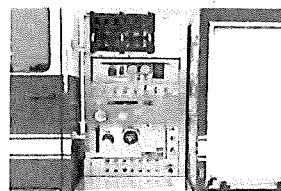
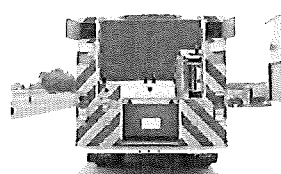
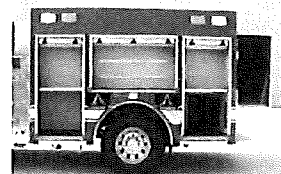
- The City is current a member of the Sourcewell Cooperative Purchasing program (customer ID# 123506).
- By using the Cooperative, we can contract both units with out going through the normal bid process saving us time and money.

The Sourcewell logo is centered within a white circle. The circle is positioned on a dark gray rectangular background that spans the width of the page at the bottom. The logo itself consists of the word "Sourcewell" in a sans-serif font, followed by a small icon of two overlapping triangles.



TOYNE DEMO PUMPER

TID NO. 12807



BODY

- Welded Painted Stainless Steel Body
- ROM Roll Up Doors
- Rear Slide-In Ladder and Pike Pole Storage
- Rear Slide-In Above Compartment Hard Suction Storage
- Storage for 8 SCBA Bottles in Wheel Wells
- Low Hosebed for Easy Access

CHASSIS

- Spartan Metro Star MFD with 10" Raised Roof
- Cummins ISL9 450 Engine
- 3000 EVS Transmission
- Back Up Camera
- Seating for 6 Firefighters
- Two Tone White Over Red
- Front Mounted Tow Hooks

TANK

- UPF 750 Gallon Tank
- ICI SL Plus Tank Gauge

PUMP

- Hale Qmax 1500 GPM Pump
- Fire Research Pump Boss Pressure Governor
- PrePiped for Foam with 25 Gallon Foam Tank
- Left side: 2.5" Discharge
2.5" Intake
Master Intake
- Right side: 2.5" Discharge
4" Discharge
Master Intake
- 2.5" Crosslay
- (2) 1.75" Crosslays
- Rear 2.5" Discharge
- Front Bumper Hosewell with 1.75" Discharge
- Front Bumper Master Intake

ELECTRICAL

- Fire Research Telescoping Lights
- Whelen Warning Lighting
- Whelen M9 LED Scene Lights
- FRC SPA850-Q28 Brow Light
- ILI LED Strip Compartment Lighting

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

Option 1

Total Cost:	\$ 960,000.00	Payment Frequency:	Annual
Down Payment:	\$ 100,000.00	First Payment:	At delivery
Trade In:	\$ -		
Amount Financed:	<u>\$ 860,000.00</u>		

Term in Years: 15
 1st Payment: \$50,000.00
 Balance of Payments (2-15): \$72,608.70
 Interest Rate: 3.18%

Option 2

Total Cost:	\$ 960,000.00	Payment Frequency:	Annual
Down Payment:	\$ 100,000.00	First Payment:	One year from closing
Trade In:	\$ -		
Amount Financed:	<u>\$ 860,000.00</u>		

Term in Years: 15

#3

By Alderperson : _____ COUNCIL AS A WHOLE

Seconded by Alderperson : _____

A RESOLUTION APPROVING NO PARKING SIGNAGE ON VALLEY VIEW DRIVE - OFFICE OF THE ENGINEER

WHEREAS, the Common Council of the City of Rensselaer has been working with the City Engineer for the last three years in conducting an extensive Traffic and Parking Signage Study, and the City Engineer has now made recommended changes to the signage and parking patterns on Valley View Drive as per the attached diagram so as to better serve the City of Rensselaer residents, and

WHEREAS, such signage changes would require the posting of "No Parking" signs as per the attached diagram, and

WHEREAS, the Common Council of the City of Rensselaer is further advised that the Mayor, Police Chief and DPW Commissioner all concur in the proposed signage changes, and

WHEREAS, good cause appearing for the installation of the no parking signs as stated herein, and it appearing appropriate for a Public Hearing to be scheduled so as to consider public comments on such proposed no parking signs,

NOW, THEREFORE BE IT RESOLVED, that the installation of no parking signs as stated herein is hereby approved subject to Public Hearing, and

BE IT FURTHER RESOLVED, that a Public Hearing will be held at 6:30 p.m. on December 1st, 2021, at the City Hall of the City of Rensselaer located at 62 Washington Street, Rensselaer, New York, so as to allow the Common Council to hear Public Comment on the proposed installation of no parking signs, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to issue appropriate Public Notice of the Public Hearing scheduled herein.

Approved as to form and sufficiency

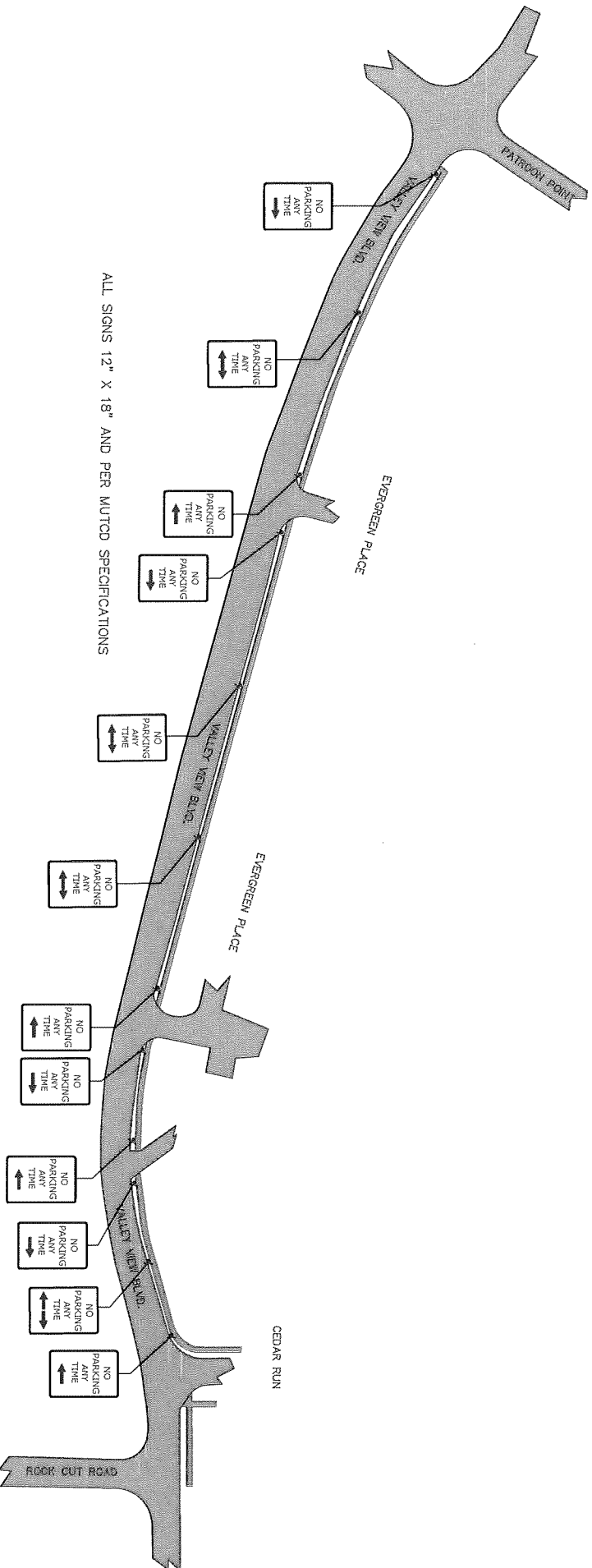
James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

this _____ day of November, 2021

Corporation Counsel

SO APPROVED!

Mayor



ALL SIGNS 12" X 18" AND PER MUTCD SPECIFICATIONS

CITY OF RENSSELAER, NY DEPARTMENT OF PUBLIC WORKS		
VALLEY VIEW BLVD. ROCK CUT ROAD TO PATROON POINT PARKING SIGNS		
1"=100 FT	NOVEMBER, 2021	WHS

By Alderperson : _____ COUNCIL AS A WHOLE
Seconded by Alderperson : _____

#21

**A RESOLUTION APPROVING CDPHP 2022 INSURANCE COVERAGE PROPOSAL FOR
THE CITY OF RENSSELAER - OFFICE OF THE COMPTROLLER**

WHEREAS, the Common Council of the City of Rensselaer has been working with the City Comptroller and Insurance Agent to find savings in the CDPHP insurance coverage for the City of Rensselaer, and the City Insurance Agent having made a detailed recommendation to the Common Council of renewal of the CDPHP 2022 insurance coverage proposal, a copy of which is attached hereto and made a part hereof, so as to better serve the City and save significant costs to the City, and

WHEREAS, such proposed CDPHP insurance coverage for 2022 appears appropriate as to form and effect, and is hereby adopted and approved,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer hereby approves the attached CDPHP insurance coverage proposal for 2022, and

BE IT FURTHER RESOLVED, that the City Mayor is hereby authorized to effectuate the aforementioned CDPHP insurance coverage for the City of Rensselaer for 2022.

Approved as to form and sufficiency
this ____ day of November, 2021

Corporation Counsel

So Approved.

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				



Capital District Physicians' Health Plan, Inc.
City of Rensselaer (10006868)
HMO Large Group
01/01/2022 Renewal Date
3 Tier Rates

Albany

All

		Individual	Two-Person	N/A	Family
Active Benefits & Rates					
	\$0/\$0 INN DED, \$25/\$25 O/S COPAY, \$0 INN HOSP, \$75 OUT SURG, \$100 ER, \$100	\$ 691.88	\$ 1,383.76	\$ 0.00	\$ 1,798.88
HA14Z22	AMB, 50% DME, \$0/\$0 OOP MAX	\$ 166.56	\$ 333.12	\$ 0.00	\$ 433.06
HMRXL6Z22	\$10/\$20/\$35	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
HMELGL1222	Domestic Partner - Same or Opposite Sex	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
HMELGL1722	Surviving Spouse & Dependents	\$ 1.84	\$ 3.68	\$ 0.00	\$ 4.78
HMDMEL222	Change DME, Prosthetics, Medical Supplies, Cochlear Implants Coinsurance to 20%	\$ 2.89	\$ 5.78	\$ 0.00	\$ 7.51
HMUNNL122	Union Benefits Rider - Medical	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
HPPACAGF22	Healthcare Reform Mandatory Rider (Grandfathered with Preventive Care)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
HMELGLMC22	Medicare Split Family (Subscriber moves to a CDPHP Medicare plan)	\$ 863.17	\$ 1,726.34		\$ 2,244.23
Renewal Rates					

Current Rates
 % Change
 Current Enrollment

\$ 831.16	\$ 1,662.32	\$ 0.00	\$ 2,161.02
3.9%	3.9%	0.0%	3.9%
34	23	0	36

Underwriting Predications:
This plan is quoted as a single offering.

Rates filed with NYSDFS on June 1, 2021

CM (0025120-01 | Proposal 1)

Cheryl Rotondi

Worksite Benefits of the Capital District LLC

09/27/2021



Capital District Physicians' Health Plan, Inc.

PPO \$10/\$15 (\$0 IP) - 201
Large

Pending New York State Department of Financial Services approval.

Group Name: City of Rensselaer-Medicare
Group ID: 20031116
Effective Date: 1/1/2022
End Date: 12/31/2022
Date Quoted: 8/31/2021

PPO

PLAN BENEFIT DETAIL	INN Copayments	ONN Copayments
IP:	No Copayment	\$500 Copayment
PCP:	\$10 Copayment	\$20 Copayment
Specialist:	\$15 Copayment	\$30 Copayment
ER:	\$75 (waived if admitted)	\$75 (waived if admitted)
Urgent Care:	\$25 Copayment	\$25 Copayment
DME Coinsurance:	20% coinsurance	20% Coinsurance
Eyewear Allowance:	\$100 allowance every year	
Hearing Aid Allowance (1 yr):	HCC copay \$199/\$499	
Max Out of Pocket:	\$3,350 Combined In and out of network per year	
RIDERS		
RX	521	\$0 / \$10 / \$20 / \$35 / \$35
DENTAL	592 (\$250 yearly allowance)	

Total Monthly Rate:	294.10
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Conditions for Offering

- 1) If CDPHP Medicare Advantage is offered among other carriers on a slice basis, the following considerations apply:
 - a. CDPHP should be supported by the employer in no less favorable fashion than any other group plan offered.
 - b. CDPHP requires parity in benefits and employer contributions.
 - c. Enrollment dates must be consistent among all plans offered.
- 2) Subscribers and dependents must be eligible for coverage through their employer to participate. For groups with 20 or more eligibles, enrollees must be retired or not eligible for commercial group coverage to be enrolled in a Medicare group plan.

Employer

Signature:

Title:

Date:

AUTHORIZATION: Any person who knowingly and with intent to defraud any Insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed \$5,000 and the stated value of the claim for each such violation.

#5

By Alderperson : Van Dyke

Seconded by Alderperson : _____

**A RESOLUTION AMENDING THE 2021-22 ADOPTED RENSSELAER CITY BUDGET
RELATIVE TO THE CHRISTMAS IN THE CITY FUND – COMPTROLLER**

WHEREAS, The City of Rensselaer has received an additional \$800.00 over anticipated revenues for the Gifts and Donations Revenue Line to be put toward the Christmas in the City Expenditure Line, per the attached list of Donors, and changes being needed to be made to the applicable budget lines, and

WHEREAS, the Common Council, on behalf of the City of Rensselaer and the Rensselaer Police Department, is desirous of making such Budget Line amendments,

NOW, THEREFORE BE IT RESOLVED, that the City of Rensselaer Common Council hereby authorizes the aforementioned budget amendments, and

BE IT FURTHER RESOLVED that the 2021-22 Rensselaer City Adopted Budget shall be, and hereby is, amended as follows:

2021-22 GENERAL FUND AMENDMENTS

REVENUE LINE	PRESENT	CHANGE	REVISED
A.0000.2705 Gifts and Donations	\$0.00	\$800.00	\$800.00
EXPENDITURE LINE	PRESENT	CHANGE	REVISED
A.7550.7405 Christmas in the City	\$3,500.00	\$800.00	\$4,300.00

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahy	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

Approved as to form and sufficiency
this _____ day of November, 2021

Corporation Counsel

SO APPROVED!

Mayor

#6

By Alderperson:

Council as a Whole _____

Seconded by Alderperson:

**RESOLUTION AUTHORIZING AGREEMENT WITH SYSTEMS EAST,
INC. FOR THE 2022 CALENDAR YEAR - CITY TREASURER**

WHEREAS, the City Treasurer desires to utilize the services of Systems East, Inc. for the 2022 calendar year so as to provide software and software maintenance for tax collection related matters for the City of Rensselaer, and such Company having also provided such services for the City of Rensselaer since 2017, and a copy of the applicable 2022 contract being attached hereto, and the approval of such contract appearing to be in the best interest of the City of Rensselaer, and

WHEREAS, good and valuable consideration being mutually offered and accepted between the Parties as set forth in the Agreement,

NOW, THEREFORE BE IT RESOLVED, that on behalf of the City of Rensselaer, the 2022 Agreement is hereby approved, and the Mayor is authorized to execute such Agreement on behalf of the City of Rensselaer.

Approved as to form and sufficiency
this day of , 2021

Corporation Counsel

Approved by:

Mayor

James Van Vorst	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Dave Gardner	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Bryan Leahey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
James Casey	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Eric Endres	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Margaret Van Dyke	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
John DeFrancesco	<input type="checkbox"/> Aye	<input type="checkbox"/> No	<input type="checkbox"/> Abstain	<input type="checkbox"/> Absent
Vote Totals	Aye	No	Abstain	Absent
Result				

City of Rensselaer

Agreement for Application Software and Support Services

Prepared July 2, 2021





July 2, 2021

Mr. Michael Stammel, Mayor
City of Rensselaer
62 Washington Street
Rensselaer, New York 12144

Dear Mr. Stammel,

Enclosed is the agreement for software support and maintenance for the coming year. As in years past, we offer an economical method for providing required and requested revisions, enhancements, and support for the major software applications you previously acquired from Systems East and continue to employ.

Beyond the services performed specifically for your site, this maintenance agreement entitles you to all software enhancements related to applications that play a vital role in your data processing plan as they continue to allow you and your staff to take advantage of contemporary and cost-effective web- and cloud-based technology.

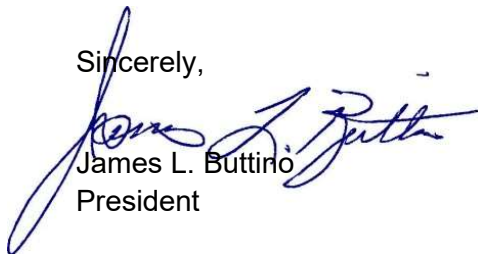
As part of this agreement, Systems East will continue to be available to assist you in your general use of our cloud-based products licensed pursuant to an earlier agreement as well as in the resolution of problems if and as required.

Important: To prevent a disruption of services, we must receive a signed contract by December 31st. In the event we do not, services will be suspended until a signed agreement is received.

Should you require a Certificate of Insurance, please contact our Administrative Department, and they will be happy to assist you with this. I once again wish to personally express my appreciation for the opportunity of serving you, your staff, and your associates. We all look forward to continuing this productive relationship into the future.

If any questions or concerns arise as a result of the information contained herein, please remember that we remain continually at your disposal.

Sincerely,



James L. Buttino
President

JLB/jd

Section 1: Scope of Services

Services to be provided by Systems East shall include the following:

Part 1: Application Maintenance and Support

Throughout the course of any given calendar year, several modifications and enhancements of varying magnitude are made to software applications and associated satellites and modules supported pursuant to this agreement. Such revisions are made in response to requests or requirements submitted by clients, modified guidelines suggested or mandated generally accepted accounting procedures, completion of application modules, addition of features, and correction of program aberrations.

Systems East will, on a timely basis, convey to the client any new programs, modifications or enhancements relating to the application systems set forth in Section 4 of this agreement. Such programs, modifications, or enhancements will be installed at the centralized cloud server (hosting site) and will thus be available to Client immediately upon deployment. Revisions that include new functionality or changes to existing functionality will be preceded by a release document setting forth the information necessary for their proper use or implementation. This applies to any relevant enhancements conveyed to the client regardless of their origin or purpose. Enhancements of any nature shall, where applicable, include revisions to system documentation as appropriate.

With regard to the various operational integrated applications, Systems East will assist the client in establishing and maintaining the necessary physical and software links as required for the continued effective operations of all systems. These procedures play a critical role in the proper transcription of information between applications.

Part 2: Cloud Hosting of Application and Data

Systems East shall be responsible for securing and maintaining the cloud-based environment which hosts the licensed application software and the information in the possession of Systems East applications, and for providing reliable access thereto by the client. Systems East understands that information hosted on its platform is and shall remain the property of the client, that systems East operates as a fiduciary hereunder, and that it shall not sell or otherwise release hosted information except in accordance with the prescribed functionality of the hosted application software.

Part 3: Consultation, Training, and General System Support

Systems East will provide the following areas of ongoing support to the client regarding software provided by Systems East and the Windows network currently operational at the client's site:

- **General Support:** Systems East will continue to be available to the client as required to assist in general system operation, report distribution and filing, on-line data retrieval, and other areas of system functionality. Systems East personnel will be available for consultation and/or training regarding fundamental use of the any and all products supplied and/or supported by Systems East.
- **Program Support:** Systems East will provide software support when and if required in the event of any problems directly related to or caused by programs provided to the client pursuant to this

or any previous agreement between the client and Systems East. Systems East will, in the event of malfunction or failure of any software component or program provided by Systems East, effect and install timely correction to the program or programs involved in such failure.

- **Data Recovery:** In the event that significant data loss or disruption occurs due to failure or malfunction of a program or programs designed and developed by Systems East and provided pursuant to this or any previous agreement between Systems East and the client, Systems East will provide guidance and assistance in the recovery of such lost or damaged data provided that notification to Systems East by the client of loss or disruption occurs within a reasonable time to prevent corruption or extinction of related backup files.
- **Windows Support:** Systems East will continue to be available to assist in the resolution of problems encountered as a result of the use of the Windows OS as it pertains to the products supported pursuant to this agreement. Through involvement in a number of such installations, Systems East is exposed to a variety of situations and problems. By conveying the encapsulated knowledge gained through such exposure, the client will in many instances be able to circumvent similar problems before they arise. In the event that they do, solutions are often at hand instead of days or possibly weeks away.
- **Information Technology Liaison Service:** Systems East will continue to provide services involving the coordination of the needs and efforts of the client with the scheduling and operational considerations of the departments served pursuant to this agreement.

Section 2: General Considerations

Systems East and the client agree to abide by the following general considerations:

1. When on-site software installation and/or testing is required, it is expected that adequate computer time will be provided to Systems East staff members between the hours of 8:00am and 5:00pm, Monday through Friday (holidays excluded) as required to accomplish the specified tasks on a timely basis. Machine utilization time frames will be arranged through a coordinated effort between Systems East and the client's designated Information Systems Liaison.
2. The client is expected to provide one technically oriented staff member to serve as project liaison. This person will be instructed how to deal with software releases and notifications and kept abreast of the status of the various aspects of the entire project. Said staff member shall have a general knowledge of the Windows operating system.
3. When installing new or revised programs, data files, views, or related components, Systems East shall conform to industry standards for naming conventions, directory structure, and security protocols, and include consideration of the typical Client operating environment.
4. The client shall not be bound to the use of any or all products conveyed as a result of this contract. It is understood that the client may wish to maintain its own versions of systems or programs involving certain functions and shall be allowed to do so.
5. Systems East recognizes the fact that client production functions and processes shall have priority over all systems development and implementation efforts.
6. Systems East recognizes that the client's computer equipment is to be used solely for satisfying the needs of the respective client's operations.
7. Systems East shall provide technically competent personnel as required to satisfy obligations involved in this contract. No person shall be allowed access to the equipment, the processing infrastructure or program code unless such assignee possesses the knowledge and skills necessary to safely and effectively adjudicate their responsibilities thereon.
8. All software products supplied and/or supported by Systems East shall be treated and considered as proprietary information regardless of the contract period. Acceptance of this contract entitles the client to the full and unlimited use of any and all software supplied provided said program products are used on location at the client's office building on one file server in support of government operations. No dissemination of program products conveyed as a result of this contract shall be permitted by employees or agents of client without express written consent from Systems East. The specific list of products shall include programs, batch files, icons, documentation, and other materials related to the application systems and software delivered or supported as a part of this agreement as set forth in Section 4 hereof and any additional products developed and delivered to the client by Systems East pursuant to this or any previous agreement.
9. For the duration of this agreement, Client is entitled to hosting services and a license for its use of all software developed by Systems East specifically set forth in Section 4. It is understood

that the hosted data provided by Client shall remain the property of Client regardless of the status of this or any subsequent hosting and maintenance agreement.

10. In the event of termination of this agreement for any reason, data owned by Client and hosted by Systems East shall remain available for extract by Systems East staff and delivery to Client as Comma Separated Values (.csv) files with such conversion services available at the prevailing hourly rate for programming services. This clause applies only to Client Data and specifically excludes any internal files or databases that contain proprietary information or intellectual property of Systems East, Inc.
11. It is understood and agreed by the parties hereto that all claims for payment by Systems East hereunder are expressly made subject to monies made available for this agreement through budget adoption or transfer of funds and that the client shall incur no liability for any such payments beyond the monies so appropriated. It is further understood that this agreement and acceptance of relevant services provided pursuant to same shall in no way cause an obligation on the part of the client to consider similar agreements in the future or appropriate monies for such agreements.
12. In the event that maintenance or support is required for products developed by Systems East, Inc. and licensed to the client but not included in the scope of this agreement, services shall be available to the client at our prevailing hourly rate, provided such products are still actively supported by Systems East, Inc. Notification to Systems East, Inc is to be in writing or by delivery of a signed Systems East work order. Systems East, Inc. will provide estimates in advance upon request.
13. In the event that this agreement for services is not executed by the indicated service commencement date with at least one original copy on file at the offices of both parties hereto, and further in the event that the client either requests or accepts services performed by Systems East in good faith during the calendar year for which such services would be purchased hereunder, it is understood that monies owed by the client to Systems East as described in the "Statement of Acceptance" herein shall become due and payable in accordance as set forth therein.
14. This agreement may be terminated or reassigned through written notification by the initiating participant to the other participant. In the event of such action, written notice of such intent, signed by the appropriate duly authorized municipal or corporate officer, shall be delivered to the other participant by certified mail at least 60 days prior to the date of such intended cancellation. Further and in the event of a premature cancellation by the client, the client agrees to pay to Systems East all monies as described and set forth herein for uninterrupted months in which services were provided. The amount due to Systems East for the final (partial) month of service shall be derived by dividing the calendar day of the month of cancellation by the number of days in the month of cancellation, such quotient being multiplied by the monthly fee set forth herein.

Section 3: Benefits of Subscription

By enrolling in this support and development plan the client is assured of the following benefits.

- **Improved Information Systems Cost/Performance Ratio:** Systems East provides staff experienced in relevant areas such as information technology, accounting, real property tax administration, and many other functions common to the client environment, yet these services are available at a cost far less than a programmer/analyst position.
- **Increased Level of Sophistication:** Systems East will continue to provide properly tested, user-oriented software aimed at increasing productivity and reducing costs. All software products are extensively tested prior to release for use by our clients.
- **Increased Staff Mobility and Productivity:** Any IT staff member will eventually reach a point of saturation as system workloads increase. By relieving the programmer/analyst of the task of maintaining or modifying operational software, Systems East enables your existing staff to engage in other equally productive activities.
- **Conservation of Tax Dollars through Reduction in Redundant Efforts:** Software and hosting services provided by Systems East will be written or modified only once, yet the benefits will be realized by all subscribing clients. Subscribers conserve funds by contributing towards only a portion of the related costs instead of bearing the entire burden.
- **Participation in the Systems East Shared Services Model:** Systems East recognizes that your continuing commitment to information technology requires a sizable investment. Shared Services provide an economically feasible pathway for timely achievement of goals relating to application software deployment and support. We have found that is best be achieved by:
 - » Researching, incorporating, and deploying contemporary, cost-effective technology
 - » Providing and maintaining effective vertical application software, eliminating the need for costly software design and development staff in your client
 - » Pooling efforts to eliminate redundancy
 - » Demonstrating additional methods of effective software, staff, and equipment utilization
 - » Employing the use of software products aimed at increasing both end-user and machine productivity.
 - » Disbursing the cost of services over several participating clients.

We are confident that you will continue to realize how these and other benefits far outweigh the cost of subscription.

Section 4: Contractual Term and Cost

Services will be contracted for a period of twelve months commencing January 1, 2022.

Important: To prevent a disruption of services, we must receive a signed contract by December 31st. In the event we do not, services will be suspended until a signed agreement is received.

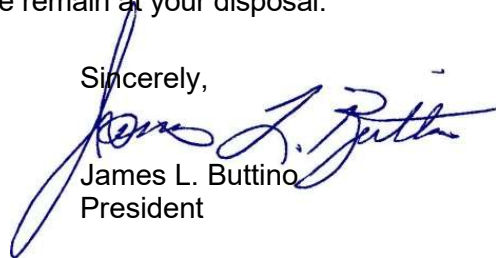
For the term, based on the categories and items mentioned in this proposal, we are able to offer the following at the fixed fee indicated:

- TCS.Web Support and Maintenance (Localities).....\$6,789.00

TOTAL: \$6,789.00 (expenses included)

We look forward to the opportunity of working with you and your associates. With direction and an effectively coordinated effort, it is possible to achieve impressive results at a fraction of the cost. If questions arise or additional information is required, we remain at your disposal.

Sincerely,



James L. Buttino
President

Section 5: Statement of Acceptance

WHEREAS, City of Rensselaer, New York has in the past obtained a license for use of software provided by Systems East, Inc. as set forth in Section 4 herein and for the required hosting services related thereto, and

WHEREAS City of Rensselaer continues to use referenced software and intends to do so at least for the duration of this agreement, and

WHEREAS, City of Rensselaer is desirous of retaining Systems East for the purpose of software maintenance and general system support,

NOW, THEREFORE, it is mutually agreed as follows:

Systems East, Inc. shall provide to the City of Rensselaer the services outlined in the "SCOPE OF SERVICES" of the attached contract.

- * The City of Rensselaer and Systems East, Inc. shall both recognize and abide by the rules found in the "GENERAL CONSIDERATIONS" section of the attached contract.
- * Total consideration for the software and services set forth in this agreement shall be **\$6,789.00**. Consideration shall be remitted to Systems East by the City of Rensselaer within thirty days of invoicing.
- * This agreement shall terminate December 31, 2022.

CITY OF RENSSELAER

(seal)

By: _____
Michael Stammel, Mayor

SYSTEMS EAST, INC.

(seal)

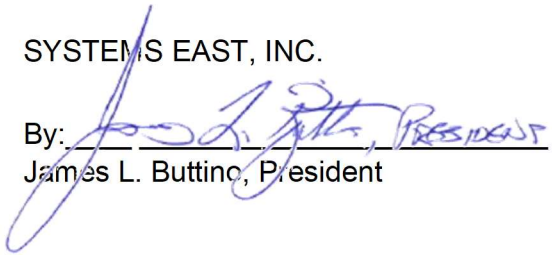
By:  _____
James L. Buttino, President

EXHIBIT A

STANDARD TERMS AND CONDITIONS – SYSTEMS EAST, INC.

1. **Definitions.** The following capitalized terms used in this Agreement have the following meanings:

(a) "Agreement" means the Scope of Services and all attachments and exhibits.

(b) "Client" means the party entering into this agreement with Systems East, Inc.

(c) "Confidential Information" means information, other than Trade Secrets, that is of value to its owner and is treated as confidential.

(d) "Deliverables" means those deliverables specifically described in this Scope of Services or on any subsequent Work Authorization and all software documents, text, photographs, video, pictures, animation, sound recordings, computer programs, and any and all other works of authorship provided or developed by Systems East, Inc., its affiliates, sub-contractors, agents or licensors, together with all images, likenesses, voices, and other characteristics contained therein, including any and all Intellectual Property Rights therein delivered to Client pursuant to this Scope of Services and/or any subsequent Work Authorization.

(e) "Intellectual Property Right" and "Intellectual Property Rights" means: (a) all copyright rights under all copyright laws of the United States and all other countries for the full term thereof (and including all rights accruing by virtue of bilateral or international copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided by law and all rights to make applications for copyright registrations and recordation's, regardless of the medium of fixation or means of expression; (b) all rights to and under new and useful inventions, all improvements thereof and all know-how related thereto, including all letters of Patent and applications for letters of Patent in the United States and all reissues, extensions, renewals, divisions and continuations (including continuations-in-part) thereof, for the full term thereof; (c) all trade secrets, know-how, trade dress, techniques, concepts, trademarks and service marks; and (d) all Confidential Information of the Parties.

(f) "Trade Secrets" means information which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

2. **Copyright.** The Software is protected by United States Copyright law and trade secret law, and by international treaty provisions. All rights not expressly granted to Client herein are expressly reserved by Systems East, Inc. Client may not remove any proprietary notice of Systems East, Inc. from the Software.

3. **Warranties and Representations.**

(a) Client represents and warrants that it has the power and authority to enter into this Agreement. Client agrees to defend, indemnify, and hold harmless Systems East, Inc., its officers, directors, employees, agents and subcontractors for any losses, costs, damages,

liabilities, and expenses (including attorneys' fees and court costs) arising out of any breach of these warranties and representations.

(b) Systems East, Inc. represents and warrants that: (1) it has the power and authority to enter into this Agreement; (2) that it will deliver the Services in a competent and professional manner and in conformity with the timeline set forth in this Scope of Services. Systems East, Inc. agrees to defend, indemnify, and hold harmless Client, its officers, directors, and employees for any losses, costs, damages, liabilities, and expenses (including attorneys' fees and court costs) arising out of any claims, suits or proceedings alleging facts that would be a breach of these warranties and representations.

(c) SYSTEMS EAST, INC. RELIES ON THE INTERNET AND, THEREFORE, IS PROVIDED "AS IS" AND SYSTEMS EAST, INC. CANNOT AND DOES NOT GUARANTEE THE SOFTWARE WILL PERFORM ERROR-FREE OR BE ACCESSIBLE AT ALL TIMES. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SUBSECTION (b) OF THIS SECTION, SYSTEMS EAST, INC. DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability.

(a) EXCEPT WITH RESPECT TO LIABILITY ARISING FROM SYSTEMS EAST, INC.'S NEGLIGENCE OR MISCONDUCT, IN NO EVENT WILL SYSTEMS EAST, INC. BE LIABLE TO CLIENT FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF CLIENT'S USE OF THE DELIVERABLE OR ANY OF THE SERVICES, EVEN IF SYSTEMS EAST, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SYSTEMS EAST, INC. DUTY TO INDEMNIFY THE CLIENT UNDER THIS PROVISION SHALL BE LIMITED TO THE AVAILABLE PROCEEDS OF INSURANCE COVERAGE.

(b) In the event Systems East, Inc.'s fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material or internet access, or by any other cause not reasonably within System East, Inc.'s control, this Scope of Services shall not terminate because of such prevention or delay. Systems East, Inc. shall not be liable for breach of any provisions or implied covenants of this Scope of Services when such services are so prevented or delayed.

5. **Insurance.** Systems East, Inc. shall maintain a general liability policy and will provide the Client with proof of coverage in the amount of \$1,000,000 per incident and \$3,000,000 aggregate. Systems East, Inc. agrees to have the Client named as "additional insured" on the general liability policy and to provide the County with certificates from said insurance company or companies showing the proof of insurance as stated heretofore.

6. Non-Disclosure and Confidentiality.

(a) Each party hereunder may disclose to the other party certain Proprietary Information of such party. For purposes of this Agreement, "Proprietary Information" means the other party's Trade Secrets and Confidential Information. "Owner" refers to the party disclosing Proprietary Information hereunder, whether such disclosure is directly from Owner or through Owner's employees or agents. "Recipient" refers to the party receiving any

Proprietary Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents.

(b) Recipient agrees to hold the Proprietary Information disclosed by Owner in strictest confidence and not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information disclosed by Owner to any third party, or utilize the Proprietary Information disclosed by Owner for any purpose whatsoever other than as expressly contemplated by this Agreement. With regard to the Trade Secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to the Confidential Information, the obligations in this Section shall continue for the term of this Agreement and shall survive the termination of this Agreement. The foregoing obligations shall not apply if and to the extent that: (i) the information communicated was already known to Recipient, without obligations to keep such information confidential, at the time of Recipient's receipt from Owner; (ii) the information communicated was received by Recipient in good faith from a third party lawfully in possession thereof and having no obligation to keep such information confidential; or (iii) the information communicated was publicly known at the time of Recipient's receipt from Owner or has become publicly known other than by a breach of this Agreement.

7. Term and Termination.

(a) The term of this Agreement shall continue until this Agreement is terminated pursuant to the terms of the Scope of Services as provided hereunder. Either Systems East, Inc. or Client may terminate this Agreement at any time upon the occurrence of one or more of the following events: (i) completion of services; (ii) end of any license term; (iii) mutual written agreement of the parties to terminate; (iv) upon petition by one of the parties for bankruptcy or assignment for benefit of creditors; or (v) upon the other party's breach of any of its representations, warranties or performance obligations hereunder, which such breach is not or cannot be remedied with fifteen (15) days of the non-breaching parties delivery of a written notice of breach to the breaching party or (vi) 30 days written notice by either party to the other.

(b) Should Client terminate this Agreement prior to the date the Services are completed, and such termination is not the result of Systems East, Inc.'s breach of its warranties, representations, or performance obligations, Client shall, in addition to any monies paid or owed by Client to Systems East, Inc., pay Systems East, Inc. an early termination fee equal to fifty percent (50%) of the remaining fee balance set forth in the Schedule of Compensation as applicable.

(c) Upon termination by either party, Systems East, Inc. will make every reasonable effort to provide the Client with a copy of their Data upon request and pursuant to billable time. Client acknowledges that it has ongoing access to the data and responsibility to download that Data on a schedule defined by it as sufficient to keep its copy of the data up to date.

(d) These terms and conditions shall survive termination of this Agreement.

8. Publicity. Systems East, Inc. and the Client agree that they will not use each other's name, trademark or service mark and will not disclose the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent and

agrees that Systems East, Inc. complies with its obligations respecting non-disclosure of Client's and Client's Proprietary Information.

9. Miscellaneous.

(a) The Scope of Services, including all Exhibits attached thereto, expresses the complete and final understanding with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous written and oral agreements and communications relating hereto.

(b) Except pursuant to court order or as otherwise required under judicial or regulatory proceedings, neither party shall disclose the pricing or other terms and conditions of this Agreement without prior written consent of the other party.

(c) Client may not assign, transfer or pledge this Agreement, or any interest, license or rights herein, in any manner, without the prior written consent of Systems East, Inc. Systems East, Inc. may assign certain of its responsibilities and duties to third parties, as Systems East, Inc. deems appropriate only upon written notice to Client.

(d) Systems East, Inc. understands that it is an independent contractor, and this Agreement shall not be construed to create any employment relationship, partnership, joint venture, or agency relationship between the parties or to authorize any party to enter into any commitment or agreement binding on the other.

(e) Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition.

(f) If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

(g) Neither party shall be in default by reason of any failure in performance of this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such party, including but not limited to, default by subcontractors or suppliers, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, flood, epidemic, restrictions, strikes, and/or freight embargos. Nothing in this subsection shall be construed to relieve Client of its payment obligations hereunder.

(h) All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, receipted facsimile transmission or receipted commercial courier to the attention of the person executing this Agreement on behalf of the receiving party and addressed as set forth on the cover page of the Scope of Services. If delivered by hand, telex, telegraph, facsimile or like method of transmission, the date on which a notice is actually delivered shall be deemed the date of receipt and if delivered by mail, the date on which a notice is actually received or the fifth day after the notice is mailed, whichever occurs first, shall be deemed the date of receipt. Either party may change the address or designated person for receiving notices by providing notice in accordance with this Section.

(i) This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of New York without regard to its rules governing conflicts of law. In the event of a dispute between the parties where the parties are unable to reach a mutually agreeable resolution, the dispute shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association then in effect; provided, however, that the parties may seek injunctive or other equitable powers from a court of appropriate jurisdiction. Arbitrations shall take place in a place mutually agreed to by both parties; such arbitrator shall have experience in the area of software technology. After the hearing, the arbitrator shall decide the controversy and render a decision setting forth the issues adjudicated, the resolution thereof and the reasons for the award. The award of the arbitrator shall be conclusive. Payment of the expenses of the arbitration, including the fee of the arbitrator and attorneys, shall be assessed by the arbitrator based on the extent to which each party prevails.

(j) This Agreement shall be binding upon and inure to the benefit of each party and their respective heirs, successors and assigns.

(k) This Agreement cannot be modified except by a written agreement signed by both Systems East, Inc. and Client.

EXHIBIT B - AUTHORIZATION

This Work Authorization ("Work Authorization") is being entered into pursuant to the attached agreement by and between Systems East, Inc. and Client (the "Agreement"). Unless otherwise specifically noted herein, the following licensing fees or customization and development services (the "Additional Services") are provided pursuant to the terms and conditions of the Agreement.

1. Additional Services or licenses: None
2. Fees: As set forth in the *Statement of Acceptance*
3. Timeline: As set forth in the contract term as stated herein