



County of Schenectady

NEW YORK

ANTHONY JASENSKI
CHAIR OF THE LEGISLATURE

GEOFFREY T. HALL
CLERK OF THE LEGISLATURE

SCHENECTADY COUNTY LEGISLATURE

County Office Building
620 State Street – 6th Floor
Schenectady, New York 12305
Tel: (518) 388-4280 Fax: (518) 388-4591
Website: www.schenectadycounty.com

OCTOBER 2022
COMMITTEE MEETING SCHEDULE

DATE: 30 September 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall; Clerk of the Legislature
SUBJECT: Committee Meetings
Monday, October 3, 2022
620 State Street
Legislative Chambers
Sixth Floor – 7:00 PM

7:00 P.M.	Committee on Codes, Judiciary & Consumer Affairs Legislator Frisoni, Chair	page 1
Followed by:	Committee on Education & Libraries Legislator Pratt, Chair	page 5
Followed by:	Committee on Health, Housing & Human Services Legislator Ostrellich, Chair	page 11
Followed by:	Committee on Neighborhood Revitalization Legislator Ruzzo, Chair	page 24
Followed by:	Committee on Public Facilities, Transportation & Infrastructure Legislator Patierne, Chair	page 33
Followed by:	Committee on Public Safety & Firefighting Legislator Constantine, Chair	page 71
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 100



Schenectady County Legislature

Committee on Codes, Judiciary and Consumer Affairs

Hon. Pete Frisoni, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: September 30, 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Codes, Judiciary and Consumer Affairs
Honorable Pete Frisoni, Chair
Monday, October 3, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsors</u>
CJCA	2 A RESOLUTION REGARDING THE APPROVAL OF CERTAIN DIGITAL RECORDS OF SCHENECTADY COUNTY AS THE ORIGINAL RECORDS OF SUCH DOCUMENTS	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 9/30/2022
Reference: Codes, Judiciary and Consumer Affairs
Dual Reference:
Initiative: CJCA 2

Title of Proposed Resolution:

A RESOLUTION REGARDING THE APPROVAL OF CERTAIN DIGITAL RECORDS OF SCHENECTADY COUNTY AS THE ORIGINAL RECORDS OF SUCH DOCUMENTS

Purpose and General Idea:

Provides authorization to name all Records Digitally Created or Converted as the Official Copy of the Record

Summary of Specific Provisions:

Authorizes the acceptance to name all records digitally created or converted as the official copy of the record. NYS Archives already recognizes the County's documents that have been digitally created or converted by Laserfiche as the County's Official copy of the record.

Effects Upon Present Law:

None.

Justification:

NYS Archives already recognizes the County's documents that have been digitally created or converted by Laserfiche as the County's Official copy of the record, the County would still need to adhere to guidelines set forth by the Regulations of the Commissioner of Education.

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY

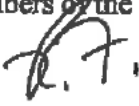


RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Cara Ackerley, County Clerk

Date: September 30, 2022

Re: Authorization to Name All Records Digitally Created or Converted as the Official Copy of the Record

Attached is a memorandum from Cara Ackerley, County Clerk, requesting authorization to name all records digitally created or converted as the official copy of the record. NYS Archives already recognizes the County's documents that have been digitally created or converted by Laserfiche as the County's official copy of the record. The County would still need to adhere to guidelines set forth by the Regulations of the Commissioner of Education. As Ms. Ackerley indicates, copies of records in other formats shall be deemed convenience copies.

I recommend your approval.



**CARA M.
ACKERLEY**
COUNTY CLERK

OFFICE OF THE SCHENECTADY COUNTY CLERK

620 STATE STREET
SCHENECTADY, NY 12305-2114
TELEPHONE (518) 388-4220
FAX (518) 388-4224
WEB PAGE www.schenectadycounty.com

**JESSE
MCGUIRE**

**CARLA
SABLIMBENI**

DEPUTY COUNTY
CLERKS

September 19, 2022

Rory Fluman
Schenectady County Manager
620 State Street
Schenectady, NY 12305

Dear County Manager Fluman:

In February of 2022, Schenectady County entered into a contract agreement with General Code, CMS, LLC, to use Laserfiche as the primary electronic document management system of the county. As such, the New York State Archives recognizes any digitally created, or digitally converted record, maintained by Laserfiche as the official copy of the record.

As the Records Management Officer for Schenectady County, I am requesting that the Schenectady County Legislature approve that all records digitally created, or digitally converted, serve as the official copy of the record, adhering to the guidelines set forth in the Regulations of the Commissioner of Education, Part 185.8, section 57.29 of the Arts and Cultural Affairs Laws and all related standards and guidelines set by the Commissioner of Education. Thus, copies of records in other formats, including paper, shall be deemed convenience copies and disposed of when no longer needed for reference or other administrative purposes.

Please contact me if you need additional information.

Respectfully,

Cara M. Ackerley
Schenectady County Clerk



Schenectady County Legislature

Committee on Education and Libraries

Hon. Sara Mae Pratt, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: September 30, 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Education and Libraries
Honorable Sara Mae Pratt, Chair
Monday, October 3, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EL	3 A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF DIRECTOR OF LIBRARY OPERATIONS	Legislator Pratt	

LEGISLATIVE INITIATIVE FORM

Date: 9/30/2022
Reference: Education and Libraries
Dual Reference:
Initiative: EL 3

Title of Proposed Resolution:

A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF DIRECTOR OF LIBRARY OPERATIONS

Purpose and General Idea:

Provides authorization for the appointment of Charity Thorne to the position of Director of Library Operations

Summary of Specific Provisions:

Authorizes the appointment of Charity Thorne to the position of Director of Library Operations, effective September 29, 2022 at a salary of \$125,000.

Effects Upon Present Law:

None.

Justification:

Charity Thorne has over 11 years of library administrative experience and a total of 17 years of working experience in libraries across the country.

Sponsor: Legislator Pratt

Co-Sponsor:

COUNTY OF SCHENECTADY

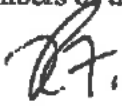


RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature

Date: September 30, 2022

Re: Confirmation of Charity Thorne to the Position of Director of Library Operations

I hereby appoint, subject to confirmation by the County Legislature, Charity Thorne to the position of Director of Library Operations effective September 29, 2022.

Ms. Thorne has over 11 years of library administrative experience and a total of 17 years of working experience in libraries across the country. Specifically, Ms. Thorne was a Branch Manager at the San Antonio Public Library, a Director of Library Experience for the Rockford Public Library, and the Executive Director for the La Grange Public Library. As a manager in several public library systems, Ms. Thorne has regularly partnered with other municipal departments such as human resources and finance. Ms. Thorne also has many notable accomplishments during her extensive career: she oversaw a \$1.2 million renovation project, implemented a "fine free" policy to increase access to services, managed the implementation of RFID technology, and formed new partnerships with various community organizations.

Ms. Thorne received her Master of Library Science and her Bachelor of Arts in Information Science from the University at Albany.

The salary for this position is \$125,000. Over the term of the appointment, the salary shall be adjusted pursuant to management salary increases.

I recommend your confirmation.

Charity Gallardo

Accomplishments Summary

Executive Director, La Grange, Illinois

- Completed \$1.2M construction project to renovate first floor of library that was underway when started in role
- Adapted library services and operations to continue during the pandemic and maintain existing staffing levels without any employee hour reductions, furloughs or layoffs, including resuming in-building services starting in July 2020
- Successfully implemented fine free in September 2019 and revised many other policies and procedures to eliminate barriers and increase access to services
- Conducted an equity, diversity, and inclusion discovery process to determine the library's strengths, opportunities and weaknesses in order to further EDI journey
- Combined circulation and technical services departments to form collaborative team able to cross train and support one another while realizing efficiencies that freed up more staff to provide direct customer service to the public
- Grew the amount of funds budgeted to materials and personnel while managing expenditures to facilitate pay increases for entry level positions ahead of state minimum wage increases

Director of Library Experience (Assistant Director), Rockford, Illinois

- Managed the implementation of RFID technology (including automated materials handling and checkout kiosks) system-wide
- Provided leadership, guidance, and direction to all branch managers, public service department heads, and public service staff (60+ indirect reports) through time of transition and change, including Main Library move and introduction of RFID
- Oversaw all programming and outreach functions, providing strategic direction and guidance on program planning and expenditures to align with Library goals and objectives
- Worked closely with the Library Director and CFO to develop and balance \$8.6 million budget
- Formed new partnerships with community organizations including the Rockford Symphony Orchestra, Rockford Art Museum, Rockford Park District, and Artists' Ensemble
- Formulated and implemented plan optimizing staff efficiencies and introduction of RFID to expand public service hours by 20% system-wide to increase community access to library services

Branch Manager, San Antonio, Texas

- Managed daily operations of large, busy facility with yearly circulation over 330,000
- Served on committee to implement and train staff on new computer and print management system
- Created and piloted paperless application process to increase efficiency, sustainability and customer experience
- Successfully trained, counseled, disciplined and evaluated staff of 15+
- Oversaw branch capital improvements with budget of \$200,000+, overhauling and rearranging entirety of branch collection of 100,000+ items during 2.5-week closure
- Improved branch processes including check in and check out procedures, leading to increased efficiency and decreased staff error rates

- Balanced reduction in staff size with community needs to continue providing a consistently positive customer experience through workflow improvements and process innovations
- Built strong relationship with branch Friends group, securing over \$15,000 in funding for programming and other branch resources

Work History

Executive Director, La Grange Public Library: August 2018 - Present

Work closely with the Board of Trustees to accomplish the library's mission. Administer all library activities and services, plans, organizes, develop and direct library operations. Serve as the face of the library in La Grange and greater library community; prepare annual levy request and operating budget, monitor and approves expenditures, oversee all personnel matters, manage maintenance of physical facilities, technology equipment and grounds, monitor changing needs of library community and promote library services through attendance at public meetings, special programs and through speaking engagements.

Director of Library Experience (Assistant Director), Rockford Public Library: August 2016 - July 2018

Serve as Acting Library Director in the absence of the Executive Director; play significant leadership role in strategic planning and service innovation for library system. Perform research, conduct studies, gather statistics relating to divisional effectiveness, user needs, new services and technologies, and promotional campaigns. Develop and activate new services, including new branch or outreach services, fundraising, facilities design, renovation and construction. Participate in developing and monitoring library's operating and capital budgets. Monitor, analyze, and review operational processes and systems to ensure executed with excellence; lead efforts to provide excellent customer service.

San Antonio Public Library:

Branch Manager, Brook Hollow Branch: November 2012 - August 2016

Assistant Branch Manager, Westfall Branch: September 2011 - October 2012

Direct, coordinate and schedule activities and operation of branch library. Supervise, train, monitor and evaluate work of branch staff. Oversee and perform collection development for branch. Formulate goals, plans, and procedures for branch. Maintain work records and prepare reports.

Librarian I, Pasco County Library System: January 2010 - August 2011

Page, Schenectady County Public Library: May 2004 - May 2009

Education

University at Albany - Master of Library Science - August 2009

University at Albany - B.A., Information Science - May 2008

Volunteer

Board and Executive Committee of La Grange Business Association, 2021 - Present

Libraries of Illinois Risk Agency Executive Committee, 2020 - Present

Board of SWAN Libraries Consortium, 2021 - Present



Schenectady County Public Library

99 Clinton Street • Schenectady, New York 12305
518.388.4500 • www.scpl.org

July 27, 2022

To All Staff:

Please allow a brief note of appreciation and thanks for all that we have accomplished together over the past few years. We've made our way through many outstanding programs, public offerings, new services, re-organizations, renovations, construction projects that we've planned and some we haven't but got through just the same, COVID interruptions, staffing changes, unexpected closures, the retirement of our longtime Director Karen Bradley and more. While it goes without saying that we'll continue to face new and familiar challenges in the future, we're very pleased to be able to announce a new and eagerly anticipated change. The search for our new Executive Director has concluded and we're happy to introduce to you, Ms. Charity Thorne, a librarian of nearly twenty years of experience in public service, including at our own libraries.



Charity Thorne was raised in Rotterdam, NY. She started her library career shelving items at the Rotterdam Branch of Schenectady County Public Library in 2004, and graduated from SUNY Albany in 2009. Since graduating with her MLIS degree, she has spent time working in public libraries in Florida, Texas, and Illinois. She has most recently served as Executive Director of the La Grange Public Library in the Chicago suburbs. During this and other library posts, Ms. Thorne has experience in large construction projects, multi-branch libraries, IT infrastructure challenges, advancing diversity, equity, and inclusion goals, an fiscal responsibility. Across her varied roles in public libraries, the customer

experience has maintained priority as a vital component to high-quality library services; engaged staff, equipped with resources, environment, and leadership needed to do the best job possible are essential to providing that customer experience. She emphasizes communication, organizational health, and building relationships in characterizing her leadership approach.

Thorne is looking forward to returning to her hometown where her family still resides, including six siblings and their families. She has two young children ages 1 and 3, a cat and a dog. Thorne loves the variety involved in working in libraries, where no two days are the same and you interact with people from all walks of life. She enjoys traveling to new places, everything Disney, and of course reading, with a special love for fantasy novels. Ms. Thorne believes an exceptional library director serves to support and empower everyone they work with in order to achieve success at making a difference in the community. The Board of Trustees, County Manager's office, and co-Interim Directors Beth DeMidio and Devon Hedges all encourage SCPL staff, Friends of the Library, and community to join us in welcoming Ms. Charity Thorne as the new Executive Director of the Schenectady County Public Library. We wish her great success and will endeavor to provide all that we can in assisting her continuation of the mission of Schenectady County Public Library.

Beth DeMidio
Interim Co-Director

Devon Hedges
Interim Co-Director

Interim Co-Directors: Beth DeMidio & Devon Hedges | *President:* Deborah Escobar | *Vice-President:* Tina Chericoni Versaci | *Treasurer:* Steve McCutcheon | *Secretary:* Heather Gray
Chery H. Cufari • Randy Fine • David Fronk • Sharon Jordan • M. Joe Landry • Julie B. McDonnell • Carmel Patrick • Bernice Rivera • Halleab Samuel • Brenda L. Schworm • Angela Tatem



Schenectady County Legislature

Committee on Health, Housing and Human Services

Hon. Michelle Ostrelich, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: September 30, 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Health, Housing and Human Services
Honorable Michelle Ostrelich, Chair
Monday, October 3, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
HHHS 12	A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES TO ENHANCE ADULT PROTECTIVE SERVICES	Legislator Ostrelich	
HHHS 13	A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE FOR THE HOME ENERGY ASSISTANCE PROGRAM	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 9/30/2022
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 12

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES TO ENHANCE ADULT PROTECTIVE SERVICES

Purpose and General Idea:

Provides authorization to accept funding from NYS Office of Children and Family Services.

Summary of Specific Provisions:

Authorizes the acceptance of \$25,336 in funding from the NYS Office of Children and Family Services.

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2022 Operating Budget to accommodate increased federal funding from the Grants to Enhance Adult Protective Services administered by the Federal Administration for Community Living.

Specifically, Commissioner of Social Services Paul Brady has advised that the County will receive \$25,336 in funding to be used to enhance the County's ability to meet the needs of its Adult Protective population. Commissioner Brady plans on using this federal funding to acquire an automobile off of a New York State Contract to assist with the transportation of adults under the care of Social Services.

Increase Appropriation Code By:

A526010.204	Department of Social Services Administration	Office Equipment	\$25,336
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Increase Revenue Code By:

A46010.4610	State Aid	Social Services Admin.	\$25,336
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

These funds will be used to support the work of the staff in the Adult Protective Unit to meet the needs of the County's adult protective population. The department intends to purchase a vehicle that Adult Protective caseworkers can use to make home visits and transport clients.

Sponsor: Legislator Ostrelieh

Co-Sponsor:

COUNTY OF SCHENECTADY

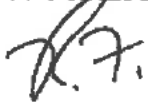


RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Paul Brady, Commissioner of Social Services
Jaclyn Falotico, Interim Commissioner of Finance

Date: September 30, 2022

Re: Authorization to Accept Funding from the NYS Office of Children and Family Services

Attached is a memorandum from Paul Brady, Commissioner of Social Services, requesting authorization to accept funding from the NYS Office of Children and Family Services in the amount of \$25,336. These funds can be used support the work of staff in the Adult Protective Unit to meet the needs of the County's adult protective population. As Mr. Brady indicates, the department intends to purchase a vehicle that Adult Protective Unit caseworkers can use to make home visits and transport clients.

The attached memorandum from Jaclyn Falotico, Interim Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

SCHENECTADY COUNTY

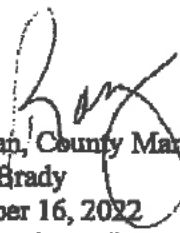
DEPARTMENT OF SOCIAL SERVICES



797 Broadway, Suite 301
Schenectady, NY 12305
518-388-4400
518-388-4644 (FAX)

PAUL J. BRADY
Commissioner

MEMORANDUM


TO: Rory Flanagan, County Manager
FROM: Paul J. Brady
DATE: September 16, 2022
RE: Budget Amendment Request

On March 17, 2022, we received notification from the New York State Office of Children and Family Services that we had been awarded \$25,336 in federal funding from the Grants to Enhance Adult Protective Services, which is administered by the Federal Administration for Community Living. These funds are awarded to the State by the Federal government and passed down to the counties to enhance our ability to meet the needs of our Adult Protective population. We are permitted by the State to use these funds subject to their approval for equipment staff can use in the provision of Adult Services. The proposal which we submitted to the State would permit us to purchase an automobile which would be used by the casework staff within the Adult Protective Unit to make home visits and transport clients. We have worked with the County Highway Department to identify an automobile on State contract that could be purchased for \$24,989 inclusive of delivery and destination costs.

I would respectfully request authorization to accept \$25,336 from the New York State Office of Children and Family Services. I would ask that the 2022 Schenectady County Budget be amended to reflect the increase in revenues of \$25,336 (A4601.0) and a corresponding increase of \$25,336 in our equipment expenditures line (A6010.204).

Thank you.



**Attachment A:
District Allocation Amounts**

District	Allocation	District	Allocation
Albany	\$66,403	Ontario	\$16,467
Allegany	\$13,158	Orange	\$57,049
Broome	\$39,342	Orleans	\$4,702
Cattaraugus	\$7,178	Oswego	\$23,686
Cayuga	\$16,332	Otsego	\$13,706
Chautauqua	\$35,915	Putnam	\$19,458
Chemung	\$22,710	Rensselaer	\$40,718
Chenango	\$3,177	Rockland	\$54,148
Clinton	\$8,429	Saratoga	\$40,093
Columbia	\$17,357	Schenectady	\$26,338
Cortland	\$11,830	Schoharie	\$5,077
Delaware	\$31,714	Schuyler	\$9,729
Dutchess	\$51,622	Seneca	\$4,552
Erie	\$231,050	St. Lawrence	\$29,137
Essex	\$8,478	St. Regis	\$1,951
Franklin	\$8,654	Steuben	\$41,117
Fulton	\$17,108	Suffolk	\$106,020
Genesee	\$11,905	Sullivan	\$22,860
Greene	\$8,529	Tioga	\$12,080
Hamilton	\$1,275	Tompkins	\$20,309
Herkimer	\$18,383	Ulster	\$15,506
Jefferson	\$18,708	Warren	\$9,129
Lewis	\$4,051	Washington	\$13,055
Livingston	\$14,456	Wayne	\$6,478
Madison	\$7,929	Westchester	\$72,831
Monroe	\$109,447	Wyoming	\$4,927
Montgomery	\$9,629	Yates	\$2,176
Nassau	\$71,706		
Niagara	\$55,223	NYC	\$2,327,885
Oneida	\$26,836		
Onondaga	\$99,568	Statewide Total	\$4,044,272



Joe Basil Chevrolet

Matt Koenig | 716-206-1764 | mkoenig@basilchevy.com

Final Choice

Vehicle: ~~[Fleet]~~ 2022 Chevrolet Equinox (1XX26) AWD 4dr LS w/1FL (✓ Complete)

Quote Worksheet

		MSRP	
Base Price		\$27,800.00	
Dest Charge		\$1,395.00	
Total Options		\$280.00	
		Subtotal	\$29,275.00
Delivery		\$300.00	
Less NYS Assistance		(\$4,586.00)	
		Subtotal Pre-Tax Adjustments	(\$4,286.00)
			\$0.00
Less Customer Discount		Subtotal Discount	\$0.00
			\$0.00
Trade-In		Subtotal Trade-In	\$0.00
			\$0.00
		Taxable Price	\$24,989.00
			\$0.00
Sales Tax		Subtotal Taxes	\$0.00
		Subtotal Post-Tax Adjustments	\$0.00
		Total Sales Price	\$24,989.00

\$24,989.00

Final Choice

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Client(s) only. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Prices may not represent actual vehicles or exact configurations. Content based on report proprietor's input is subject to the accuracy of the input provided.
Data Version: 16376. Data Updated: May 23, 2022 @ 10:00 PM PDT.

County of Schenectady
620 State Street, 3rd Floor,
Schenectady, N. Y. 12305
(518) 388-4260
(518) 388-4248 Fax

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Interim Commissioner of Finance *JF*
DATE: September 29, 2022
SUBJECT: Budget Amendment – Adult Protective Funding – Schenectady County Department of Social Services

The County of Schenectady's Department of Finance provides the following amendment to the 2022 Operating Budget to accommodate increased federal funding from the Grants to Enhance Adult Protective Services administered by the Federal Administration for Community Living.

Specifically, Commissioner of Social Services Paul Brady has advised that the County will receive \$25,336 in funding to be used to enhance the County's ability to meet the needs of its Adult Protective population. Commissioner Brady plans on using this federal funding to acquire an automobile off of a New York State Contract to assist with the transportation of adults under the care of Social Services.

Increase Appropriation Code By:

A526010.204	Department of Social Services Administration	Office Equipment	<u>\$25,336</u>
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Increase Revenue Code By:

A46010.4610	State Aid	Social Services Admin.	<u>\$25,336</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

LEGISLATIVE INITIATIVE FORM

Date: 9/30/2022
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 13

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE FOR THE HOME ENERGY ASSISTANCE PROGRAM

Purpose and General Idea:

Provides Authorization to Accept Funding from the New York State Office of Temporary and Disability Assistance for Administration of the Home Energy Assistance Program

Summary of Specific Provisions:

Authorizes the acceptance of 30,000 in funding from the New York State Office of Temporary and Disability Assistance for the administration of the Home Energy Assistance Program (HEAP).

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2022 Operating Budget to accommodate increased federal funding associated with the Home Energy Assistance Program (H.E.A.P) which will be used to offset administrative expenses associated with the County's Department of Social Services.

Specifically, Commissioner of Social Services Paul Brady has advised that the New York State Office of Temporary and Disability Assistance has informed the County that the federal Department of Health and Human Services has provided the County with an additional \$30,000 in federal revenue associated with H.E.AP. Commissioner Brady would like to use this funding to replace multifunctional printers/copiers/scanners throughout the Department of Social Services which are nearing the end of their useful lives.

Increase Appropriation Code By:

A526010.204	Department of Social Services Administration	Office Equipment	\$30,000
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Increase Revenue Code By:

A46141.4641	State Aid	Home Energy Asst. Program	\$30,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

These funds are awarded to the State by the Federal Government and passed down to the counties to enhance their ability to administer the HEAP Program. The commissioner of Social Services intends to use the additional funding for the purchase of multifunctional printers, copiers, and scanners to support the work of the staff within this program.

Sponsor: Legislator Ostrelch

Co-Sponsor:

COUNTY OF SCHENECTADY

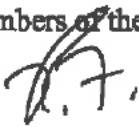


RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Paul Brady, Commissioner of Social Services
Jaclyn Falotico, Interim Commissioner of Finance

Date: September 30, 2022

Re: Authorization to Accept Funding from the NYS Office of Temporary and Disability Assistance for Administration of the Home Energy Assistance Program

Attached is a memorandum from Paul Brady, Commissioner of Social Services, requesting authorization to accept funding from the NYS Office of Temporary and Disability Assistance in the amount of \$30,000 for the administration of the Home Energy Assistance Program. Mr. Brady intends to use this additional funding for the purchase of multifunctional printers, copiers, and scanners. Unclaimed funds cannot be rolled into future allocations.

The attached memorandum from Jaclyn Falotico, Interim Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

SCHEENCTADY COUNTY

DEPARTMENT OF SOCIAL SERVICES



797 Broadway, Suite 301
Schenectady, NY 12305
518-388-4400
518-388-4644 (FAX)

PAUL J. BRADY
Commissioner

MEMORANDUM

TO: Rory Fluman, County Manager
FROM: Paul J. Brady
DATE: September 19, 2022
RE: Budget Amendment Request

On April 25, 2022, we received notification from the New York State Office of Temporary and Disability Assistance that we had been awarded an additional \$30,000 in federal funding from the United States Department of Health and Human Services for administration of the Home Energy Assistance Program (HEAP). These funds are awarded to the State by the Federal government and passed down to the counties to enhance our ability to administer the HEAP Program. We would propose to use the new administrative funding for the purchase of multifunctional printers/copiers/scanners to support our work within the program.

I would respectfully request authorization to accept \$30,000 from the New York State Office of Temporary and Disability Assistance. I would ask that the 2022 Schenectady County Budget be amended to reflect the increase in revenues of \$30,000 (A4641.0) and a corresponding increase of \$30,000 in our equipment expenditures line (A6010.204).

Thank you.



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

DANIEL W. TIETZ
Commissioner

BARBARA C. GUINN
Executive Deputy Commissioner

Local Commissioners Memorandum

Section 1

Transmittal:	22-LCM-06
To:	Social Services District Commissioners
Issuing Division/Office:	Employment and Income Support Programs
Date:	April 25, 2022
Subject:	2021-2022 Home Energy Assistance Program (HEAP) Administrative Allocations
Contact Person(s):	HEAP Bureau at: (518) 473-0332 or NYSHEAP@otda.ny.gov
Attachments:	Attachment 1 – 2021-2022 HEAP District Administrative Allocations

Section 2

I. Purpose

This Local Commissioners Memorandum (LCM) provides social services districts (districts) with the 2021-2022 Home Energy Assistance Program (HEAP) district administrative allocations.

All districts receive administrative funds to support HEAP operations. This LCM provides each district with the amounts of their total administrative allocations for the 2021-2022 program year. Subsequent allocations will not be provided to districts for the 2021-2022 program year unless additional funds are received from the United States Department of Health and Human Services (HHS).

Under the federal Extending Government Funding and Delivering Emergency Assistance Act (Public Law 117-43), New York State received 90% of their anticipated Federal Fiscal Year (FFY) 2022 Low Income Home Energy Assistance Program (LIHEAP) grant award. The total administrative allocations reflected herein have been calculated with the assumption that the full grant will be received but are dependent on availability of federal funding. Each district's administrative ceiling will be set at the 90% funding level and will be increased if/when the FFY 2022 LIHEAP balance is received.

II. Background

District administrative allocations are to be used to establish each district's local HEAP certification network, including obligations to alternate certifiers, and to meet staffing and operational needs for the 2021-2022 Regular, Emergency, Cooling Assistance Component (CAC), Clean and Tune (C&T), and Heating Equipment Repair and Replacement (HERR) benefits. Additionally, these district administrative allocations are available to districts for the purpose of processing cases during the 2022-2023 Early Outreach period.

Administrative allocation amounts for Regular, Emergency, CAC, C&T, HERR, and Early Outreach were calculated for each component separately and then totaled to provide one administrative allocation to each district. The administrative allocation calculation methodologies are as follows:

- **Regular and Emergency**
This allocation is based on the number of HEAP Mass Authorization (Autopay) benefits, Regular application benefits, and Emergency benefits processed in each district during the 2020-2021 program year, weighted to reflect the administrative effort required in processing each case type.
- **CAC, C&T and HERR**
These allocations are based on the number of benefits processed during the 2020-2021 program year.
- **Early Outreach**
This allocation is based on the number of early outreach applications mailed for the 2021-2022 program year.

III. Program Implications

Acceptable uses of administrative funds include but are not limited to: staff salaries and overtime (including fringe benefits and indirect costs), temporary staff costs, alternate certifier contract costs, and equipment purchases to aid in the administration of HEAP.

Only administrative costs incurred on and after October 1, 2021 may be charged against the 2021-2022 allocations. All administrative funds must be obligated by September 30, 2022 and claimed by December 31, 2022. Unclaimed funds cannot be rolled into the 2022-2023 administrative allocations.

The 2021-2022 HEAP district administrative allocations are found in Attachment 1.

Issued By:

Name: Valerie T. Figueroa

Title: Deputy Commissioner

Division/Office: Office of Temporary and Disability Assistance/Employment and Income Support Programs

County of Schenectady
620 State Street, 3rd Floor,
Schenectady, N. Y. 12305
(518) 388-4260
(518) 388-4248 Fax

County Finance

Memo

TO: Rory Fluman, County Manager

FROM: Jaclyn Falotico, Interim Commissioner of Finance *JF*

DATE: September 29, 2022

SUBJECT: Budget Amendment – Additional Home Energy Assistance Program Funding – Schenectady County Department of Social Services

The County of Schenectady's Department of Finance provides the following amendment to the 2022 Operating Budget to accommodate increased federal funding associated with the Home Energy Assistance Program (H.E.A.P) which will be used to offset administrative expenses associated with the County's Department of Social Services.

Specifically, Commissioner of Social Services Paul Brady has advised that the New York State Office of Temporary and Disability Assistance has informed the County that the federal Department of Health and Human Services has provided the County with an additional \$30,000 in federal revenue associated with H.E.A.P. Commissioner Brady would like to use this funding to replace multifunctional printers/copiers/scanners throughout the Department of Social Services which are nearing the end of their useful lives.

Increase Appropriation Code By:

A526010.204	Department of Social Services Administration	Office Equipment	<u>\$30,000</u>
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Increase Revenue Code By:

A46141.4641	State Aid	Home Energy Asst. Program	<u>\$30,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



Schenectady County Legislature

Committee on Neighborhood Revitalization

Hon. Richard Ruzzo, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: September 30, 2022
TO: Honorable Schenectady County Legislato
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Neighborhood Revitalization
Honorable Richard Ruzzo, Chair
Monday, October 3, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
NR	1 A RESOLUTION REGARDING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY IN THE TOWN OF NISKAYUNA TO THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION	Legislator Ruzzo	

LEGISLATIVE INITIATIVE FORM

Date: 9/30/2022
Reference: Neighborhood Revitalization
Dual Reference:
Initiative: NR 1

Title of Proposed Resolution:

A RESOLUTION REGARDING THE TRANSFER OF COUNTY-OWNED REAL PROPERTY IN THE TOWN OF NISKAYUNA TO THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION

Purpose and General Idea:

Provides authorization to transfer 1019 Van Antwerp Avenue to Capital Region Land Bank.

Summary of Specific Provisions:

Authorizes approval to transfer 1019 Van Antwerp Avenue in the Town of Niskayuna to the Capital Region Land Bank. Currently, the property is a vacant single-family house that has been foreclosed by the County due to delinquent taxes.

Effects Upon Present Law:

None.

Justification:

This is part of a collaborative process amongst the County, Land Bank, and the Town of Niskayuna to reduce the number of blighted properties in the community.

Sponsor: Legislator Ruzzo

Co-Sponsor:

COUNTY OF SCHENECTADY

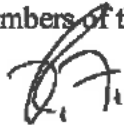


RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Ray Gillen, Commissioner of Economic Development and Planning
David Hogenkamp, Metroplex Project Director
Paul Romano, Director of Real Property Tax Services Agency

Date: September 30, 2022

Re: Authorization to Transfer 1019 Van Antwerp Avenue to Capital Region Land Bank

Attached are memoranda from Ray Gillen, Commissioner of Economic Development and Planning, David Hogenkamp, Metroplex Project Director, and Paul Romano, Director of Real Property Tax Services Agency, requesting authorization to transfer 1019 Van Antwerp Avenue in the Town of Niskayuna to the Capital Region Land Bank, administered by the Metroplex Development Authority. Currently, the property is a vacant single-family house that was foreclosed by the County due to delinquent taxes. By transferring this property to the Land Bank, it can be renovated or demolished, marketed, and then returned to the tax rolls by the Land Bank. This is part of a collaborative process amongst the County, Land Bank, and the Town of Niskayuna to reduce the number of blighted properties in the community.

I recommend your approval.



County of Schenectady

NEW YORK

Ray Gillen
Commissioner

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

(518) 386-2225 FAX (518) 382-5539
Schaffer Heights, 107 Nott Terrace, Suite 303
Schenectady, New York 12308

Memo

To: Rory Fluman
From: Ray Gillen and David Hogenkamp
Date: September 16, 2022
Re: Transfer 1019 Van Antwerp Avenue, Town of Niskayuna
to Capital Region Land Bank

We are asking the County Legislature to authorize the transfer of a tax foreclosed property to the Capital Region Land Bank at the October meeting. The property is a vacant single-family house at 1019 Van Antwerp Avenue in the Town of Niskayuna (SBL 50.6-5-72.) The Land Bank will secure the blighted property and complete the appropriate due diligence necessary to determine if the structure can be renovated or if it should be demolished. Following due diligence, the Land Bank will market the property and return it to the tax rolls.

The property was obtained by the County as part of the 2022 tax foreclosure action due to delinquent taxes since the owner's death in 2017. This site has been recognized as a blight on the neighborhood for years. The Land Bank worked with the County and Town of Niskayuna to clean up the yard earlier this year in advance of the foreclosure action.

In addition to working on this parcel, the Land Bank, Town and County are working to ensure that future vacant and abandoned properties are quickly identified by the Town so that the County can accelerate foreclosure actions to address the blight. The Land Bank is funding this collaboration through the County's annual support and newly awarded New York State funding.

The Land Bank is administered by Schenectady County Metroplex Development Authority as part of the unified economic development team and is chaired by County Legislator Richard Ruzzo.

Please let me know if you have any questions.

Memo – 1019 Van Antwerp Avenue, Niskayuna Transfer
September 16, 2022
Page 2



County of Schenectady
620 State Street, 3rd Floor,
Schenectady, N. Y. 12305
(518) 388-4260
(518) 388-4248 Fax

County Finance

Memo

TO: Rory Floman, County Manager

FROM: Paul Romano, Director
Real Property Tax Service Agency *PR*

DATE: September 20, 2022

SUBJECT: Property for Landbank – 1019 Van Antwerp Rd.

Schenectady County has acquired a property located in the Town of Niskayuna through the Article 11 foreclosure procedures. The property address is 1019 Van Antwerp Rd. S/B/L 50,6-5-72. County Officials have acknowledged this home is in disrepair and the Land Reutilization Corporation of the Capital Region (Land Bank) has agreed to accept this property.

We are requesting authorization to convey this property to the Land Bank.

Enabling the County to transfer this property would benefit the community by decreasing neighborhood blight in a high traffic location and would also put the property back on the tax rolls once sold to a new owner.

Thank you for your consideration.

COMMISSIONER OF FINANCE TAX DEED

THIS INDENTURE, made the 16th day of September, 2022, between JOHN P. MCPHILLIPS, JR., Commissioner of Finance and Bonding Officer for the County of Schenectady, with an office located at 620 State Street, Schenectady, New York 12305, in the proceedings hereinafter mentioned, on behalf of and for The Estate of Donald R. Joll and The Estate of Peasepd A. Joll, last known mailing address 1019 Van Antwerp Rd, Niskayuna, New York 12309, his former assessed owner of the premises herein described, party of the first party and the COUNTY OF SCHENECTADY, a municipal corporation of the State of New York, with an office at 620 State Street, Schenectady, New York 12305, party of the second part.

WITNESSETH:

WHEREAS, pursuant to Real Property Tax Law §1122, a List of Delinquent Taxes was filed in the Office of the Clerk of the County of Schenectady, New York on the 30th day of November, 2017, and

WHEREAS, pursuant to Real Property Tax Law §1122, a Petition and Notice of Remedure was filed in the Office of the Clerk of the County of Schenectady, New York, on the 19th day of March, 2022, thereby commencing an action in the Supreme Court of the County of Schenectady for the foreclosure of certain tax liens, said action being known by Index Number 2022-492 and

WHEREAS, at a term of said Supreme Court held at the Schenectady County Courthouse in the City of Schenectady, New York, a Judgment of Foreclosure ("Judgment") was duly rendered on the 26th day of August, 2022 and entered in the Schenectady County Clerk's Office on the 1st day of September, 2022, wherein it was, among other things, ordered that the premises in said Judgment described be conveyed by the Commissioner of Finance of the County of Schenectady to the County of Schenectady; and

NOW, THIS INDENTURE WITNESSETH:

That the said Commissioner of Finance, John P. McPhillips, Jr., being the party of the first part herein, in furtherance of the Judgment does herein grant and convey unto the said party of the second part, said lot, part of lot and parcel of land hereinafter described by the tax account number including all the right title and interest which said County of Schenectady and all other persons or parties to this action or affected by the same, as by statuts provided, had in the premises herein described at the time of the filing of the List of Delinquent Taxes or at any time thereafter:

ALL THAT TRACT OR PARCEL OF LAND, situate in the County of Schenectady and State of New York, being premises described on the assessment rolls of the County of Schenectady as being in the TOWN OF NISKAYUNA and bearing the Tax Account Number 06-6-577 on the 2017 assessment rolls of the County of Schenectady, such parcel having been previously assessed to the parties so set forth above.

Property address: 1019 Van Antwerp Road, Niskayuna, New York |

DEED FILED
2022-11-17
11:17 AM
2022
212

REC-50-016 BLK 5 LOT 72

Together with any right, title or interest to the land lying in the bed of any street, highway, or strip of land, included in, in front of, or adjoining the lots and premises herein described.

SUBJECT TO all public utility easements, all easements and restrictions of record, and subject to all building, zoning and planning restrictions affecting the premises herein.

SUBJECT TO the rights of all persons or tenants in occupancy.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, his successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set her hand this day and year first above written.


John P. McPhillips
Commissioner of Finance and Budgeting
Officer for the County of Schenectady

STATE OF NEW YORK)
COUNTY OF SCHENECTADY) SS:

On this 16th day of September, 2022 before me, the undersigned, personally appeared John P. McPhillips, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

NOTARY PUBLIC
John P. McPhillips, Jr.
Notary Public, State of New York
No. 01999919731
Qualified by the Department of County 21,
My Commission Expires Dec. 16, 2024.

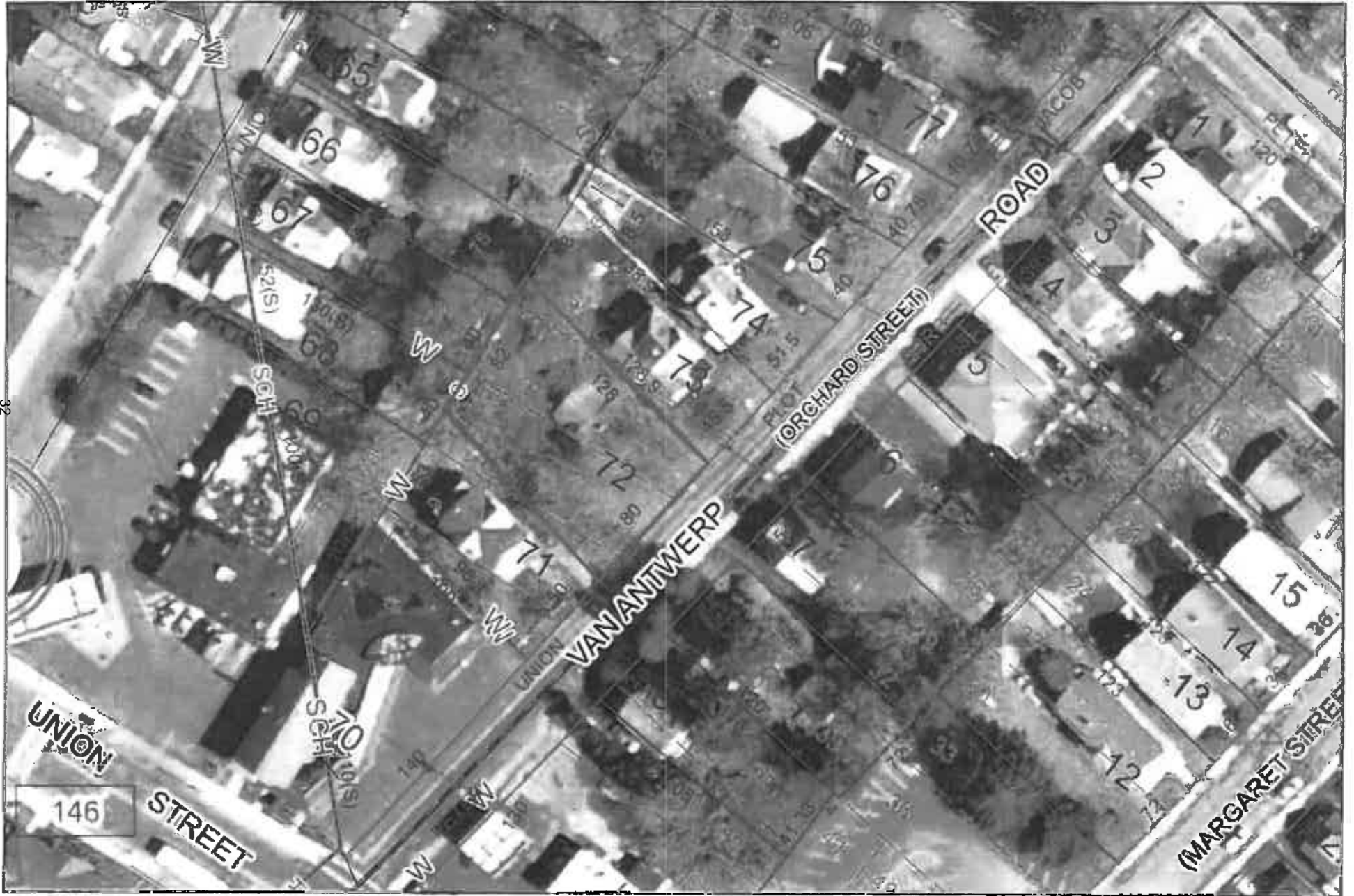
Town Code: 422400
School Code: 422401
Lot Size: 22 acres
2022 Assessment: \$31,500.00
Zoning Code: 210

MAP IDENTIFICATION NO.
50.06-5-72

DATE PRINTED: September 20, 2022

TOWN OF NISKAYUNA

0 165



This tax map was prepared for tax purposes only and is not to be reproduced or used for surveying or conveying.



Schenectady County Legislature
Committee on Public Facilities, Transportation and Infrastructure
Hon. Richard Patierne, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305
Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: September 30, 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Public Facilities
Honorable Patierne, Chair
Monday, October 3, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	15 A RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING OF A STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE TRANSPORTATION FEDERAL-AID PROJECT, TO FULLY FUND THE LOCAL SHARE OF FEDERAL AND STATE-AID ELIGIBLE AND INELIGIBLE PROJECT COSTS AND APPROPRIATING FUNDS THEREFORE	Legislator Patierne	

LEGISLATIVE INITIATIVE FORM

Date: 9/30/2022
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 15

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING OF A STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE TRANSPORTATION FEDERAL-AID PROJECT, TO FULLY FUND THE LOCAL SHARE OF FEDERAL AND STATE-AID ELIGIBLE AND INELIGIBLE PROJECT COSTS AND APPROPRIATING FUNDS THEREFORE

Purpose and General Idea:

Provides authorization to accept funding from the NYS Department of Transportation for the Construction Inspection Phase of the Mohawk-Hudson Bike Trail Rehabilitation Project

Summary of Specific Provisions:

Authorizes the acceptance of \$6,000 funding from the NYS Department of Transportation for the Construction Inspection Phase of the Mohawk-Hudson Bike Trail Rehabilitation Project in the Town of Rotterdam. A 5% local match is required with this funding.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2022 Capital Budget to provide for the necessary appropriation authority for federally required inspection costs for the Rotterdam Bike/Hike Trail Rehabilitation Project. The New York State Department of Transportation (NYSDOT) will inspect material usage and construction of the project.

Director of Public Works, Paul Sheldon has advised that NYSDOT anticipates that the required inspection will cost approximately \$6,000 which will be financed with federal and State funding at a rate of 80% and 20% respectively. This change in project cost will not impact the County's share of the overall project cost. With the amendment, the total project cost is estimated to be \$196,000. The proportional share of the project cost is as follows: Federal - \$156,800, State - \$29,700, Local - \$9,500.

CAPITAL BUDGET

For Capital Project H8020220073 – Bike/Hike Trail Rehabilitation Rotterdam

Increase Expense String By:

H548020.401000	Capital – Bike/Hike Rehabilitation Project	\$6,000
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Increase Revenue Strings By:

H33333.399705	State Aid	\$1,200
H43333.499705	Federal Aid	\$4,800
		\$6,000

I recommend that this budget amendment be presented to the County Legislature for consideration.

Justification:

This project will repair the bike trail pavement, remove trees and pave the portion of the trail that was not completed as part of the Empire State Trail construction which links the Rotterdam bike trail to the Montgomery County bike trail.

Sponsor: Legislator Patierne
Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Paul Sheldon, Director of Engineering and Public Works
Jaclyn Falotico, Interim Commissioner of Finance

Date: September 3, 2022

Re: Authorization to Accept Funding from the NYS Department of Transportation for the Construction Inspection Phase of the Mohawk-Hudson Bike Trail Rehabilitation Project

Attached are memoranda from Paul Sheldon, Director of Engineering and Public Works, requesting authorization to accept \$6,000 in funding from the NYS Department of Transportation for the construction inspection phase of the Mohawk-Hudson Bike Trail Rehabilitation Project in the Town of Rotterdam. A 5% local match is required with this funding. This project will repair the bike trail pavement, remove trees, and pave the portion of the trail that was not completed as part of the Empire State Trail construction which links the Rotterdam bike trail to the Montgomery County bike trail.

The attached memorandum from Jaclyn Falotico, Interim Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

**Schenectady County
Inter-Department Memorandum**

DATE: September 16, 2022
TO: Rory Fluman, County Manager
FROM: Paul Sheldon, Director of Public Works PSS
COPIES: File
SUBJECT: Mohawk-Hudson Bike Trail Rehabilitation - Town of Rotterdam
Master Local Aid Agreement – Construction Inspection Phase
PIN 1760.43, D040643

Attached you will find the Master Agreement and sample resolution from the New York State Department of Transportation for the implementation and funding for the Construction Inspection Phase of the above referenced project. The County Legislature must enact a resolution authorizing the project.

The bike trail rehabilitation project will involve repairs to the bike trail pavement, tree removal as well as paving the portion of bike trail from State Route 55 to Leggiere Lane that was not completed as part of the Empire State Trail construction which linked the Rotterdam bike trail to the bike trail in Montgomery County.

The project design was completed by Schenectady County Engineering Department staff in 2021 and 2022. Construction is currently underway utilizing staff from the Schenectady County Highway Department. Federal funding requires inspection of the materials used on the project as well as the construction work. The New York State Department of Transportation will provide these services using federal and state funding with no local match from the County.

Funding for construction inspection is \$6,000.00. The project is eligible for funding under Title 23 U.S. Code that calls for an apportionment of the costs to be borne at a ratio of 80% Federal Funds and 20% Local match. The New York State Department of Transportation will be funding the entire 20% Local share of the inspection costs. The cost shares for construction inspection are as follows:

Federal Share (80%)	\$4,800.00
State Share (20%)	\$1,200.00
<u>Local Share (0%)</u>	<u>\$ 0.00</u>
Total	\$6,000.00

Total project cost shares for construction and inspection are as follows:

Federal Share (80%)	\$156,800.00
State Share (15%)	\$ 29,700.00
<u>Local Share (5%)</u>	<u>\$ 9,500.00</u>
Total	\$196,000.00

Please advise should you need additional information.



**Department of
Transportation**

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

PATRICK S. BARNES, P.E.
Regional Director

April 15, 2022

Mr. Peter Knutson
Schenectady County Engineering and Public Works
100 Kellar Avenue
Schenectady, NY 12306

RE: Master Agreement and Resolution: PIN 1760.43, Mohawk-
Hudson Bike Trail Rehabilitation, Schenectady County

Dear Mr. Knutson:

Enclosed is the proposed Master Agreement for the above subject project. This document needs to be executed by the County in order for NYSDOT to provide approved Federal funding reimbursements to the County of Schenectady for work to be accomplished on the Construction Inspection phase of this project.

The Office of Taxpayers Accountability and State Operations Office have mandated a new payment process for all Federal Aid/State Aid Projects. All payments will only be made by Electronic Payment (EFT – Electronic Funds Transfer). You are registered with the State Comptroller (OSC) Treasury e-pay Office. Your SFS Vendor ID is 1000002366. You may contact OSC by Internet at www.osc.state.ny.us/epay/index.htm, by e-mail at spunk@osc.state.ny.us, or by telephone at 518-474-4032.

Instructions:

- (A) We have provided you with a single copy of the standardized Federal Local Agreement language, relevant Schedule A and Schedule B. Please **keep** these documents for your records.
- (B) We have provided you with a single copy of a draft resolution. The town should complete, enact and certify the resolution. You may redraft your own resolutions, but they must contain all the necessary clauses of the enclosed version. **Please do not change the wording of the resolution in any way without checking with this office first. Remember the resolution must identify the source of the funding appropriation.** Please return 3 originals with the required certificates or one scanned electronic copy. Also, as with the agreement, please keep an additional copy for your records as you will not get a copy of the resolution returned to you.
- (C) We have provided you with a single copy (you have received this package via email) of the necessary signature page. Please make 5 copies and sign & return all 5 copies to this office with original signatures or one scanned electronic copy. You will get a single original of this page returned to you once the contract is executed by the necessary State officials.

If you have any questions concerning the procedures, please call me at 518-402-6692.

Sincerely,

Stephanie Long
Senior Capital Program Analyst
NYSDOT Region 1 Program Management

County of Schenectady
620 State Street, 3rd Floor,
Schenectady, N. Y. 12305
(518) 388-4260
(518) 388-4248 Fax



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Interim Commissioner of Finance *JF*
DATE: September 29, 2022
SUBJECT: Capital Budget Amendment – Bike/Hike Trail Rehabilitation Rotterdam

The Schenectady County Department of Finance provides the following amendment to the County's 2022 Capital Budget to provide for the necessary appropriation authority for federally required inspection costs for the Rotterdam Bike/Hike Trail Rehabilitation Project. The New York State Department of Transportation (NYSDOT) will inspect material usage and construction of the project.

Director of Public Works, Paul Sheldon has advised that NYSDOT anticipates that the required inspection will cost approximately \$6,000 which will be financed with federal and State funding at a rate of 80% and 20% respectively. This change in project cost will not impact the County's share of the overall project cost. With the amendment, the total project cost is estimated to be \$196,000. The proportional share of the project cost is as follows: Federal - \$156,800, State - \$29,700, Local - \$9,500.

CAPITAL BUDGET

For Capital Project H8020220073 – Bike/Hike Trail Rehabilitation Rotterdam

Increase Expense String By:

H548020.401000	Capital – Bike/Hike Rehabilitation Project	<u>\$6,000</u>
----------------	--	----------------

Increase Revenue Strings By:

H33333.399705	State Aid	\$1,200
H43333.499705	Federal Aid	<u>\$4,800</u>
		<u>\$6,000</u>

I recommend that this budget amendment be presented to the County Legislature for consideration.

SAMPLE RESOLUTION BY MUNICIPALITY
(NYSDOT Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation and funding of a State "Marchiselli" Program-aid eligible transportation federal-aid project, to fully fund the local share of federal- and state-aid eligible and ineligible project costs and appropriating funds therefore.

WHEREAS, a Project for the Mohawk-Hudson Bike Trail Rehabilitation, Town of Rotterdam, Schenectady County, P.I.N. PIN 1760.43 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the County of Schenectady desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Construction Inspection work for the Project or portions thereof, with the federal share of such costs to be applied directly by the New York State Department of Transportation ("NYSDOT") pursuant to Agreement; and it is further

NOW, THEREFORE, the County Board of Supervisors, duly convened does hereby

RESOLVE, that the County Board of Supervisors hereby approves the Project; and it is hereby further

RESOLVED, that the _____ hereby authorizes the County of Schenectady to pay in the first instance the full non-federal share of the cost of Construction Inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$6,000.00 (six thousand dollars and no cents) is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the non-federal share of the costs of the project exceed the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County of Schenectady with NYSDOT in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of the non-federal share of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project. and it is further

RESOLVED, this Resolution shall take effect immediately.

MUNICIPALITY/SPONSOR: County of Schenectady

PROJECT ID NUMBER: 1760.43 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D040643

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Schenectady (the "Municipality/Sponsor")
acting by and through the County Executive
with its office at Schenectady County Engineering and Public Works, 100 Kellar Avenue,
Schenectady, NY 12306.

This Agreement covers eligible costs incurred on or after / /.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as PIN 1760.43, Mohawk-Hudson Bike Trail Rehabilitation, Schenectady County (as more specifically described in such Schedule A, the "Project").

WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is

administered through the New York State Office of the Comptroller ("State Comptroller"); and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for Marchiselli Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under the Federal aid and, if applicable, Marchiselli-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. _____ adopted at meeting held on _____ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the County Executive of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. ***Documents Forming this Agreement.*** The Agreement consists of the following:
 - Agreement Form - this document titled "Federal aid Local Project Agreement";
 - Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
 - Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
 - Appendix "A" - New York State Required Contract Provisions
 - Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act)
 - Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
 - Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.**

2. ***General Description of Work and Responsibility for Administration and Performance.*** Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's

MUNICIPALITY/SPONSOR: County of Schenectady

PROJECT ID NUMBER: 1760.43 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. **Municipal/Sponsor Deposit.** Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. **Payment or Reimbursement of Costs.** For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli aid as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.

4.1 **Federal aid.** NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 **Participating Items.** NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 **Marchiselli Aid (if applicable).** NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.

4.2.1 **Marchiselli Eligible Project Costs.** To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

4.2.2 *Marchiselli Reimbursement Requests.* A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.2.3 *Marchiselli Extended Records Retention Requirements.*

4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

- a) Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
- b) Documents, if any, evidencing the sale or other disposition of the financed property.

4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).

4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State (Marchiselli) share.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselli Aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.

9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an

MUNICIPALITY/SPONSOR: County of Schenectady

PROJECT ID NUMBER: 1760.43 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence (Bridge NY Projects).* The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to

NYS DOT in a timely manner all applicable reports required under the provisions of this Agreement and the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
 - (b) By facsimile transmission;
 - (c) By personal delivery;
 - (d) By expedited delivery service; or
 - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYS DOT)

Name: Lorenzo DiStefano, P.E.

Title: RLPL

Address: 50 Wolf Rd, Suite 1s50, Albany, NY 12232

Telephone Number: 518-485-1715

Facsimile Number: 518-457-4640

E-Mail Address: Lorenzo.DiStefano@dot.ny.gov

[Municipality/Sponsor] County of Schenectady

Name: Peter Knutson

Title: Schenectady County Engineering and Public Works

Address: 100 Kellar Avenue, Schenectady, NY 12306

Telephone Number: 518-356-5340

Facsimile Number: _____

E-Mail Address: Peter.Knutson@schenectadycounty.com

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYS DOT and the State Comptroller. Following NYS DOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State

MUNICIPALITY/SPONSOR: County of Schenectady

PROJECT ID NUMBER: 1780.43 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

Authorization forms are available on the State Comptroller's website at www.osc.state.ny.us/epay/index.htm or by email at epunit@osc.state.ny.us. When applicable to State Marchiselli and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-

Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (02/19)

MUNICIPALITY/SPONSOR: County of Schenectady

PROJECT ID NUMBER: 1760.43 BIN: _____

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF *Schenectady*)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
For Commissioner of Transportation

By: _____
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

COMPTROLLER'S APPROVAL:

Date: _____

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1760.43**

OSC Municipal Contract #: D040643		Contract Start Date: ____/____/____ (mm/dd/yyyy) Contract End Date: ____/____/____ (mm/dd/yyyy)	
<input type="checkbox"/> Check, if date changed from the last Schedule A			
Purpose:		<input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.	
Agreement Type:	<input type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee):		
	Other Municipality/Sponsor (if applicable):		
<input checked="" type="checkbox"/> State Administered		<small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small>	
	<input checked="" type="checkbox"/> Municipality: County of Schenectady	20% of Cost share	
	<input type="checkbox"/> Municipality:	% of Cost share	
	<input type="checkbox"/> Municipality:	% of Cost share	

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: BIKE/PED./FACILITIES **County (if different from Municipality):**

Marchiselli Eligible Yes No (Check, if Project Description has changed from last Schedule A):
Project Description: PIN 1760.43, Mohawk-Hudson Bike Trail Rehabilitation, Schenectady County

Marchiselli Allocations Approved FOR ALL PHASES All totals will calculate automatically.

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$0.00	\$0.00	\$0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$0.00	\$0.00	\$0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. . .	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
1760.43.321	Current	STP	\$6,000.00	\$4,800.00	\$1,200.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$6,000.00	\$4,800.00	\$1,200.00	\$ 0.00

C. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.				
Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$4,800.00	\$ 0.00	\$1,200.00	\$ 0.00	\$6,000.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Stephanie Long</u> Phone No: <u>518-402-6692</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes: (See LPP's website for link to sample footnotes)

- This Master Agreement (MA) for D040643 adds the Construction Inspection phase to the project. Construction Inspection= \$6,000.00. See the separate Master Agreement (MA) for D040642 for Construction.
- This is the Schedule A for one of two State Local Agreements (SLA's) – one indicating that DOT is administering the CI and the other one indicates the County administering the Construction.

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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering (“PE”) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility:</u> <u>NYSDOT</u>	<u>Sponsor</u>
1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	<input type="checkbox"/>	<input type="checkbox"/>
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	<input type="checkbox"/>	<input type="checkbox"/>
3. Smart Growth Attestation (NYSDOT ONLY).	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	<input type="checkbox"/>	<input type="checkbox"/>
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	<input type="checkbox"/>	<input type="checkbox"/>
6. Obtain aerial photography and photogrammetric mapping.	<input type="checkbox"/>	<input type="checkbox"/>
7. Perform all surveys for mapping and design.	<input type="checkbox"/>	<input type="checkbox"/>
8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	<input type="checkbox"/>	<input type="checkbox"/>
9. Perform landscape design (including erosion control).	<input type="checkbox"/>	<input type="checkbox"/>
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Administer all construction contract claims, disputes or litigation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|-------------------------------------|--------------------------|
| 12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

October 2019

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The

Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and

improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and woman-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5384
email: gsa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbpcertification@esd.ny.gov

<https://www.nycontracts.com/FrontEnd/VendorSearchPnBlic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-1 and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 884 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-ab.

24. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Officers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ora.ny.gov/list-entities-determined-to-be-non-responsive-bidders/officers-pursuant-to-the-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

This state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or in the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION.** No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

¹ The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215	Highway Training and Education
20.219	Recreational Trails Program
20.XXX	Highway Planning and Construction - Highways for LIFE;
20.XXX	Surface Transportation Research and Development;
20.500	Federal Transit-Capital Investment Grants
20.505	Federal Transit-Metropolitan Planning Grants
20.507	Federal Transit-Formula Grants
20.509	Formula Grants for Other Than Urbanized Areas
20.600	State and Community Highway Safety
23.003	Appalachian Development Highway System
23.008	Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



Schenectady County Legislature

Committee on Public Safety and Firefighting

Hon. Thomas Constantine, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: September 30, 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Public Safety and Firefighting
Honorable Thomas Constantine, Chair
Monday, October 3, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PSF	20 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE CSEA, LOCAL 1000, AFSCME, AFL-CIO LOCAL 885 REPRESENTING THE CENTRAL DISPATCH UNIT	Legislator Constantine	

LEGISLATIVE INITIATIVE FORM

Date: 9/30/2022
Reference: Public Safety and Firefighting
Dual Reference:
Initiative: PSF 20

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT WITH THE CSEA, LOCAL 1000, AFSCME, AFL-CIO LOCAL 885 REPRESENTING THE CENTRAL DISPATCH UNIT

Purpose and General Idea:

Provides authorization to approve an Amended Collective Bargaining Agreement with the Unified Communications Center Municipal Oversight Committee, Joint Public Employee's Association, Local 1000, ASMCME, AFL-CIO, Local 885

Summary of Specific Provisions:

Authorizes approval of the Amended Collective Bargaining Agreement with the Unified Communications Center Municipal Oversight Committee, Joint Public Employee's Association, Local 1000, ASMCME, AFL-CIO, Local 885 beginning January 1, 2022 through December 31, 2027

Effects Upon Present Law:

None.

Justification:

This pay raise for dispatchers is in response to staffing recruitment and retention issues at the Unified Communication Center. This would increase the salary for all employees in the UCC Bargaining Unit by 10% in addition to the original collective bargaining agreement approved by the legislature in April

Sponsor: Legislator Constantine

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy clerk of the Legislature
Kevin Spawn, UCC Director
Christopher Gardner, County Attorney
John McPhillips, Commissioner of Finance

Date: September 30, 2022

Re: Approval of an Amended Collective Bargaining Agreement with Unified Communications Center Municipal Oversight Committee, Joint Public Employer and Civil Service Employees' Association, Local 1000, AFSCME, AFL-CIO, Local 885

Attached is a memorandum from Christopher Gardner, County Attorney, requesting approval of an amended collective bargaining agreement with Unified Communications Center Municipal Oversight Committee, Joint Public Employer and Civil Service Employees' Association, Local 1000, AFSCME, AFL-CIO, Local 885 beginning January 1, 2022 through December 31, 2027. This would increase the salary of all employees in the UCC Bargaining Unit by 10% in addition to the original collective bargaining agreement approved by the Legislature in April.

This 10% pay raise for dispatchers is in response to staffing recruitment and retention issues at the Unified Communications Center. For the first seven months alone in 2022, 330 shift mandates occurred. A shift mandate occurs when required staffing levels are not met for the safe operation of the UCC to handle its 911 calls. This pay increase would be funded by the reallocation of State grant funds within the UCC budget. I recommend your approval.

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy clerk of the Legislature
Kevin Spawn, UCC Director
Christopher Gardner, County Attorney
John McPhillips, Commissioner of Finance

Date: September 30, 2022

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This 10% pay raise for dispatchers is in response to staffing recruitment and retention issues at the Unified Communications Center. For the first seven months alone in 2022, 330 shift mandates occurred. A shift mandate occurs when required staffing levels are not met for the safe operation of the UCC to handle its 911 calls. This pay increase would be funded by the reallocation of State grant funds within the UCC budget.

On September 15th, the UCC Municipal Oversight Committee met and unanimously voted yes for this initiative. I recommend your approval.

**COUNTY OF SCHENECTADY
OFFICE OF THE COUNTY ATTORNEY
Inter-Department Correspondence Sheet**

To: Rory Fluman, County Manager

From: Christopher H. Gardner, County Attorney *CHG*

Copies to: Jackie Falotico, Deputy County Manager
Geoffrey Hall, Clerk of the Legislature
M. Joe Landry, Counsel to the Legislature
Kevin Spawn, Director of UCC
Shannon Coelho/Marylon Riddle, Executive Secretary to the County Manager

Dated: September 30, 2022

Re: Pay increase for Central Dispatch Employees to Address Staffing Shortage

As you are aware, our Central Dispatch Center has experienced a staffing shortage. In order to address this shortage the parties have agreed to increase pay on January 1, 2023 ten percent (10%) in addition to all other pay increase set forth in the January 1, 2022 through December 31, 2026 Collective Bargaining Agreement

This pay increase will be paid for by reallocating grant money. As a result, there will be no financial impact on the County or any members of the UCC.

Dispatch positions are difficult to fill. Employees work twenty-four (24) hours a day, seven (7) days per week and on all holidays. This ten percent (10%) pay increase should help retain current employees and recruit new employees.

I recommend that this amendment be forwarded to the County Legislature for its consideration. The UCC Municipal Oversight Committee has already approved this amendment.

CHG/kah
Enclosure

**TENTATIVE AGREEMENT
BETWEEN THE COUNTY OF SCHENECTADY,
THE UNIFIED COMMUNICATIONS CENTER
MUNICIPAL OVERSIGHT COMMITTEE,**

Joint Employer

And

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION
LOCAL 1000, AFSCME, AFL-CIO, LOCAL 885
(CENTRAL DISPATCH UNIT)**

WHEREAS, the parties recognize that there is a staffing shortage at the Unified Communications Center; and

WHEREAS, the parties also recognize the need to increase compensation to address this staffing shortage.

IT IS HEREBY AGREED, by and between the parties to modify the existing Collective Bargaining Agreement between the parties which is for the period January 1, 2022 through December 31, 2026 as follows:

1. Effective January 1, 2023 all bargaining unit members shall receive an additional ten percent (10%) pay increase in addition to all other pay increases during the course of the contract.

Signed:

Rory Fluman
County Manager

Kevin Spawn
Director Unified Communications Center

Approved as to form and content
this ____ day of _____, 2022.

Christopher H. Gardner, County Attorney


Shawn Fyvie, CSEA Unit President

**Debra Picerno
Labor Relations Specialist, CSEA**

**COUNTY OF SCHENECTADY
OFFICE OF THE COUNTY ATTORNEY
Inter-Department Correspondence Sheet**

September 14, 2022

To: Rory Fluman, County Manager

From: Christopher H. Gardner, County Attorney 

CC: Jaclyn Falotico, Deputy County Manager
Geoffrey T. Hall, Clerk of the Legislature
Kevin Spawn, Director UCC
Sarah H. Petraccione, Deputy County Attorney
John McPhillips, Commissioner of Finance
Charlie Davidson, Sustainability Coordinator
Shannon Coelho/Marylou Riddle, Executive Secretary to the County Manager

Re: Proposed 10% Wage Increase for All Employees in the UCC Bargaining Unit

As has become painfully obvious, our efforts to increase compensation for our UCC dispatchers in the past Collective Bargaining Agreement have not had the intended impact of resolving the staffing crisis at the Unified Communication Center.

After careful review with Kevin Spawn, the County Manager is proposing a more aggressive approach to directly address the staffing and retention crisis.

**Additional 10% Pay Increase
Effective January 1, 2023**

I have attached a copy of my Memorandum regarding the Tentative Agreement reached by the parties in April, 2022.

Simply put, the efforts to gradually increase pay under the Contract for the period January 1, 2022 through December 31, 2026 are helpful, but are not having the intended impact on recruitment and retention, which are mired in an unsustainable crisis situation.

No Impact on Municipal Partners

The 10% pay increase will be paid for by reallocation of State grant money. There will be no fiscal impact upon our local partners.

I recommend that this proposed change in the Contract be forwarded to the UCC Oversight Committee for their consideration. This bold action will have an immediate positive impact upon both recruitment and retention and will help ensure safe staffing levels at the UCC.

**CHG/kah
Attachment**

**COUNTY OF SCHENECTADY
OFFICE OF THE COUNTY ATTORNEY
Inter-Department Correspondence Sheet**

April 1, 2022

To: Rory Fluman, County Manager

From: Christopher H. Gardner, County Attorney *CHG*

CC: Jaclyn Falotico, Deputy County Manager
Geoffrey T. Hall, Clerk of the Legislature
M. Joe Landry, Counsel to the Legislature
Sarah H. Petraccione, Deputy County Attorney
John McPhillips, Commissioner of Finance
Kevin Spawn, Director UCC
Shannon Coelho, Executive Secretary to the County Manager

Re: REVISED Proposed Tentative Agreement Between the County of Schenectady and the Schenectady County Unified Communications Center Municipal Oversight Committee, Joint Employer and Civil Service Employees' Association, Local 1000, AFSCME, AFL-CIO, Local 885 (Central Dispatch Unit)

Please find attached a copy of the proposed tentative 5-year Collective Bargaining Agreement between Schenectady County and the Schenectady County U.C.C. Municipal Oversight Committee; Joint Employer and CSEA for a five (5) year period. This is the third proposed Contract.

OVERVIEW

This Tentative Agreement addresses several important issues which are critical to keeping our Central Dispatch Center fully staffed in an environment in which the labor market is increasingly competitive.

In negotiating this Agreement, the County is seeking to reduce the high turnover rate amount newly hired employees which currently exceeds 50%. In addition, we are seeking to incentivize current dispatchers to compete for promotional opportunities.

Central Dispatch began operations in May, 2014 after a persistent five (5) year effort led by the former Chair of Intergovernmental Cooperation Committee and Current Chair of the Legislature, Anthony Jascnski.

The initial Contract accomplished the difficult task of combining four (4) separate dispatch centers and Contracts—the City of Schenectady, and the Towns of Glenville, Niskayuna, and Rotterdam into one single functioning dispatch center, and one Contract. The second Contract eliminated the two-tier wage system.

This centralization of the dispatch function has saved over \$700,000 each year with cumulative taxpayer savings exceeding \$5 million as the UCC begins its ninth year of operation.

Additionally, the UCC has improved the dispatch function markedly by ending the handoff of calls between four (4) separate dispatch centers.

Further, without central dispatch, the new \$18 million radio system which permits police and fire to use the same frequencies and communicate directly would not be possible.

As the UCC enters its ninth year of operation, it is critically important to adjust to labor market conditions in order to ensure the health and safety of all of our residents. This proposed Agreement will help the County achieve this goal.

CONTRACT PROVISIONS

1. Vaccine Bonus Day and Vaccine Bonus Pay

This Contract extends the same incentives as all other County employees:

- a. Bonus day for vaccination.
- b. Two hundred dollar (\$200.00) if 80% of all Unit members receive vaccination.
- c. Two Hundred Fifty (\$250) Dollar bonus for booster shot prior to July 1, 2022.

2. Medicare Advantage Plan Changes

Medicare Advantage Plans save this County millions of dollars each year. These savings are dependent upon making changes from time-to-time and this Contract does integrate the changes into this Contract.

3. Health Insurance Co-Pays

The Telemedicine co-pay decreases from \$15.00 to \$5.00 and the Urgent Care co-pay increase from \$20.00 to \$30.00.

4. Pay increases

2022	2.25%	Plus a \$2,000.00 bonus not in base
2023	2.25%	Plus \$500.00 in base
2024	2.25%	Plus \$500.00 in base
2025	2.25%	Plus \$500.00 in base
2026	2.25%	Plus \$500.00 in base

These pay increases are a bit larger than other units with an additional \$2,000 added into base salaries over the standard 2.25% increases. This extra money in base will help the County to keep the UCC fully staffed.

5. Longevity

Longevity pay increases 2.25% each year.

6. a. Differential Between PSD1 and PSD2 increases 8% to 11% during the course of the Contract.

b. Differential between PSD2 and Senior Dispatcher increases from 4% to 7% during the course of the Contract.

It has been difficult to persuade current employees to take promotional examinations and this will help deal with that. These increases will help increase interest in promotional opportunities.

7. Juneteenth

Juneteenth is added as a holiday.

8. Paid family leave for bonding with a newly born, adopted or fostered child

This provision is added and provides for up to eight (8) weeks of paid leave at two thirds (2/3rds) of salary up to One Thousand Dollars (\$1,000.00) per week.

9. Gym Reimbursement

Gym reimbursement is modified to permit incentives to fewer than 100 visits with partial reimbursement at 50 and 75 visits.

APRIL 1, 2022

TENTATIVE AGREEMENT BETWEEN THE
COUNTY OF SCHENECTADY AND THE
SCHENECTADY COUNTY UNIFIED COMMUNICATIONS
CENTER MUNICIPAL OVERSIGHT COMMITTEE,
JOINT EMPLOYER
-and-
CIVIL SERVICE EMPLOYEES' ASSOCIATION,
LOCAL 1000, AFSCME, AFL-CIO LOCAL 885
(CENTRAL DISPATCH UNIT),
UNION

COVID INCENTIVES

1. Vaccine Bonus Day and Vaccine Bonus Pay
Amend contract to add language:
 - a. All Unit employees who have received all required COVID-19 vaccination shots (except booster shot) prior to May 1, 2022 shall receive one (1) additional vacation day, as a bonus as a one-time basis.
 - b. If 80% of all Unit employees have received all required COVID-19 vaccination shots (except booster shot) on or before May 1, 2022, then all unit members who received the vaccination shall receive a one-time Two Hundred Dollar (\$200.00) bonus.
 - c. Any Unit employee who receives a COVID booster shot prior to July 1, 2022, shall receive a Two Hundred Fifty (\$250) Dollar bonus.
2. Upon turning sixty-five (65) or otherwise Medicare eligible, retirees shall be transferred to USA Care Custom \$10 plan (Medicare Advantage Plan).

ALL HEALTH INSURANCE PLANS

3. Health Insurance Co-Pays – Effective July 1, 2022
 - a. Decrease Telemedicine co-pays from \$15.00 to \$5.00.
 - b. Increase Urgent Care co-pays from \$20.00 to \$30.00.

WAGES

4. Increases are retroactive to January 1, 2022.

2022	2.25%	Plus a \$2,000.00 bonus not in base
2023	2.25%	Plus \$500.00 in base
2024	2.25%	Plus \$500.00 in base
2025	2.25%	Plus \$500.00 in base
2026	2.25%	Plus \$500.00 in base

Traineeship rate shall be eliminated upon approval of contract by the County Legislature....

Note: The \$2,000 bonus shall only be paid to all current employees on payroll as of March 10, 2022 and to former employees Kevin Thomas and Kristine Impellizzeri.

LONGEVITY

5. Current Longevity Schedule increases by the following percentages retroactive to January 1, 2022

2022	2.25%
2023	2.25%
2024	2.25%
2025	2.25%
2026	2.25%

6. (a) Differential Between PSD1 and PSD2 (retroactive to January 1, 2022):

2022	Increase Differential from 8% to 10%
2023	Increase Differential from 10% to 11%

- (b) Differential between PSD2 and Senior Dispatcher (retroactive to January 1, 2022):

2022	Increase Differential from 4% to 6
2023	Increase Differential from 6% to 7%

HOLIDAYS

7. Add Juneteenth as a holiday effective January 1, 2022.

**PAID FAMILY LEAVE
FOR BONDING WITH
A NEWLY BORN, ADOPTED
OR FOSTERED CHILD**

8. Effective January 1, 2022, all bargaining Unit members who meet the eligibility criteria shall be eligible for up to eight (8) weeks (40 workdays) of paid leave, at two-thirds (2/3rds) of their regular salary up to a maximum of One Thousand Dollars (\$1,000.00) per week.

Only those Unit employees who are full-time and have been employed on a full-time basis for one (1) year shall be eligible for this leave.

Leave may be taken on an intermittent basis but must be taken in full day increments.

Health insurance coverage shall continue during this leave.

Such leave can be taken only once per calendar year.

GYM REIMBURSEMENT

9. Modify to reimburse for:

50 Visits	\$120.00
75 Visits	\$180.00
100 Visits	\$240.00

COMPENSATORY TIME CASH-IN.

10. Modify language to provide for quarterly compensatory time cash-in.

SICK LEAVE

11. Add language that: "Doctor's note shall be required for scheduled sick time."

HOLIDAY TIME ACCUMULATION

12. An employee may not carry over more holiday time than is earned in one (1) year. Excess holiday time shall be paid out in January.

BEREAVEMENT LEAVE

13. An employee shall be required to provide an obituary in order to take bereavement leave.

14. When taking bereavement leave at a later date, the employee must provide at least twenty-four (24) hours' notice.

OVERTIME NOTIFICATION

15. Once an employee is awarded an overtime shift, the employee is responsible to either obtain coverage for shift, or use their own accruals, including sick leave. An employee shall be granted one instance per calendar year during which this requirement shall not apply.

TRAINING/RECALL/COURT

16. Any training, recall or court time can only be taken as overtime pay.

SHIFT DIFFERENTIAL (ARTICLE 11)

17. Effective January 1, 2022, the shift differential for the 3 p.m. to 11 p.m. shift shall be increased from 2% to 4%.
18. Effective March 5, 2021, and retroactive to October 30, 2020, when an employee receives overtime (pursuant to Article 15 of the Contract) on a shift where shift differential is due (pursuant to this Article), and the employee opts to receive compensatory time-off in lieu of overtime pay (pursuant to Section 15.5), the employee shall receive a cash payment for the amount of the applicable shift differential.

OUT OF TITLE WORK (ARTICLE 9)

19. Effective February 5, 2021, if a Dispatcher 2 is assigned to perform the duties of a Senior Dispatcher, the employee shall be paid a 4% premium.
20. Effective upon ratification of this Contract by the County Legislature, all employees assigned to perform the duties of a higher classification (i.e. PSD1 assigned to perform the duties of a PSD2 and PSD2 assigned to perform the duties of a Senior Dispatcher) shall be compensated at the rate of title they are assigned to during such assignment.

OVERTIME ON HOLIDAYS

21. Overtime pay on Christmas and Thanksgiving shall be increased from 2 times base rate to 2-1/2 times base rate.

COMPENSATORY TIME

22. Issue of use of compensatory time goes to Labor-Management.

SIGNATURE PAGE

COUNTY OF SCHENECTADY

BY:

Rory Flumch
Rory Flumch, County Manager

COUNTY OF SCHENECTADY

BY:

Christopher H. Gardner
Christopher H. Gardner, County Attorney

**CSEA, LOCAL 1000, AFSCME, AFL-CIO LOCAL 885 (CENTRAL DISPATCH UNIT)
NEGOTIATING TEAM**

NAME:

TITLE:

Shawn C. Fyvie

Unit President - Shawn Fyvie

Matthew Shaffer

Unit Secretary - Matthew Shaffer

Maeghan Kuder

Unit Treasurer - Maeghan Kuder

Debra Pierno

CSEA LRS Debra Pierno

2022

Agency	Hire	Top Step	CAD Calls	Phone Call Volume	Minimum Staff
Albany City	\$ 44,467.00	\$ 52,167.00			7 per shift
Albany County	\$ 39,705.00	\$ 50,560.00	128,430	158,212	6-7 per shift
Bethlehem PD	\$ 45,531.00	\$ 58,437.00		34,096 PD Only	2 per shift
Chautauqua County			148,500	202,233	
Colonie PD	\$ 45,496.00	\$ 64,065.00			5-6 per shift
Columbia County	\$ 53,045.00	\$ 64,430.00	39,333	49,792	4 per shift
Franklin County	\$ 44,041.00		34,428	59,927	12 Hour Shifts 3 minimum day, 4 minimum evenings
Guilderland PD	\$ 43,671.00	\$ 53,885.00	35,178		2 would like 3 for 1500-2300 shift
Jefferson County	\$ 43,160.00		125,000	216,849	4 per shift
Montgomery County	\$ 39,728.00	\$ 46,055.00	34,645	184,096	3 0700-2300 2-3 2300-0700
Ontario County	\$ 51,355.00	\$ 68,515.00	176,956	178,762	5 - 6 per shift
Rensselaer County	\$ 48,926.00	\$ 65,681.00	121,060	241,290	7 per shift
Saratoga County	\$ 47,680.00		134,000	205,000	7 days 6 afternoons 5 nights
Saratoga Springs	\$ 46,681.00	\$ 56,141.00	33,651		2-3 per shift
Schenectady County	\$ 40,882.00	\$ 51,582.00	229,729	295,896	8-9 per shift
Steuben County	\$ 44,883.00	\$ 57,088.00	111,679	93,712	6 per shift
Tompkins County	\$ 56,816.45	\$ 61,658.27			
Ulster County	\$ 46,987.00	\$ 63,710.00	96,722	132,482	5-6 per shift
Washington County	\$ 41,912.00	\$ 48,464.00	73,348	102,025	4 per shift

Highest in each category

Mandates 2022 (01/01 - 07/31)

	Name	8 Hour	4 Hour
1	Austin, Stephen	5	6
2	Barnes, Jarrett	14	
3	Batson, Nicholas	7	1
4	Bekkering, Gene		4
5	Boldyrev, Alison (Trainee)		
6	Bond, Zachary	17	
7	Bushnell, Richard	1	4
8	Cervera, Adam	5	1
9	Cervera, Amanda	2	5
10	Clark, James	1	5
11	Cooper, Jeffrey	12	
12	DeLacey, Shyanne	5	7
13	DeLorenzo, James	5	2
14	Donlon, Brittany	12	
15	Fallon, Gina	13	2
16	Fiumano, Maria	12	2
17	Fyvie, Shawn	19	
18	Gerding, Don	2	3
19	Gross, Danielle		1
20	Kuder, Maeghan	4	
21	Kuder, Steven	2	1
22	Largeteau, Justin	6	5
23	Lennon, Thomas	7	3
24	Lovett, Nicholas	1	4
25	Martin, Kerry (Trainee)		
26	McPhail, Joanne	3	3
27	Moskowitz, Jason	3	2
28	O'Brien, Kevin	13	1
29	O'Brien, Lisa	1	6
30	Schaffer, Jessica	5	4
31	Schaffer, Matthew	2	3
32	Sells, Desiree	1	1
33	Shepherd, Ashley (Trainee)		
34	Stankovich, Tammy	3	8
35	Stay, Tobias	4	3
36	Stead, Mark Jr.	13	1
37	Vanderwerker, Duane	11	6
38	Wagner, Eric	7	2
39	Zayac, Benjamin	4	6
40	Other	3	3
	Total	225	105

City of Albany PD Telecommunicator Salaries

2021

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Telecommunicator	\$ 42,595.00	\$ 44,341.00	\$ 46,178.00	\$ 48,107.00	\$ 50,144.00
Sr. Telecommunicator	\$ 53,654.00				
Supervisor	\$ 56,162.00				

2022

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Telecommunicator	\$ 44,467.00	\$ 46,247.00	\$ 48,121.00	\$ 50,089.00	\$ 52,167.00
Sr. Telecommunicator	\$ 55,819.00				
Supervisor	\$ 58,427.00				

2023

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Telecommunicator	\$ 46,377.00	\$ 48,192.00	\$ 50,104.00	\$ 52,111.00	\$ 54,230.00
Sr. Telecommunicator	\$ 58,027.00				
Supervisor	\$ 60,738.00				

Bethlehem PD Telecommunicator Salaries

2021

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Telecommunicator	\$ 45,531.00	\$ 47,777.00	\$ 50,554.00	\$ 54,760.00	\$ 55,371.00
Sr. Telecommunicator	\$ 61,116.00	\$ 64,456.00	\$ 67,673.00		

Colonie PD Telecommunicator Salaries

2022

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Telecommunicator	\$ 45,496.00	\$ 55,732.00	\$ 55,732.00	\$ 61,416.00	\$ 61,416.00
Sr. Telecommunicator	\$ 71,476.00				

Columbia County Telecommunicator Salaries
2021

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years
Telecommunicator	\$ 53,045.00	\$ 54,045.00	\$ 55,045.00	\$ 56,045.00	\$ 57,045.00
Sr. Telecommunicator	\$ 69,632.00				

After 5 Years	After 6 Years
\$ 58,045.00	\$ 64,430.00

Guilderland PD Telecommunicator Salaries

2022 (2.5%)

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Telecommunicator	\$ 43,671.00	\$ 45,209.00	\$ 46,740.00	\$ 48,275.00	\$ 49,816.00	\$ 53,885.00
Sr. Telecommunicator	\$ 64,064.00	\$ 67,138.00	\$ 68,841.00	\$ 73,281.00	\$ 76,350.00	\$ 79,506.00

2023 (3.0%)

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Telecommunicator	\$ 44,981.00	\$ 46,565.00	\$ 48,142.00	\$ 49,723.00	\$ 51,311.00	\$ 55,501.00
Sr. Telecommunicator	\$ 65,986.00	\$ 69,152.00	\$ 70,906.00	\$ 75,480.00	\$ 78,641.00	\$ 81,891.00

2024 (3.0%)

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Telecommunicator	\$ 46,331.00	\$ 47,962.00	\$ 49,587.00	\$ 51,214.00	\$ 52,850.00	\$ 57,166.00
Sr. Telecommunicator	\$ 67,966.00	\$ 71,227.00	\$ 73,033.00	\$ 77,744.00	\$ 81,000.00	\$ 83,348.00

Montgomery County Telecommunicator Salaries

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Telecommunicator	\$ 39,728.00	\$ 40,920.00	\$ 42,148.00	\$ 43,412.00	\$ 44,715.00	\$ 46,055.00
Sr. Telecommunicator						

The dispatchers are on a 3% raise each year
 Pt on training is \$15.456 / off training \$18.184
 FT is \$19.10 (we do 10% differential on top of that if you work any hours from 1500-0700)

**Rensselaer County Telecommunicator Salaries
2022**

Title	Hire	After 1 Year	After 3 Years	After 5 Years	After 7 Years	After 10 Years
Telecommunicator	\$ 38,405.00	\$ 40,803.00	\$ 49,861.00	\$ 56,915.00	\$ 57,598.00	\$ 58,620.00
Sr. Telecommunicator	\$ 42,689.00	\$ 45,088.00	\$ 54,145.00	\$ 62,605.00	\$ 63,288.00	\$ 64,312.00
Title	After 12 Years	After 15 Years	After 17 Years	After 20 Years	After 23 Years	
Telecommunicator	\$ 59,304.00	\$ 61,124.00	\$ 61,809.00	\$ 63,744.00	\$ 65,681.00	
Sr. Telecommunicator	\$ 64,994.00	\$ 66,816.00	\$ 67,500.00	\$ 69,435.00	\$ 71,385.00	

11 Steps

**City of Saratoga Springs Telecommunicator Salaries
2022**

Title	Hire	Step 2	Step 3	Step 4	Step 5	Step 6
Telecommunicator	\$ 46,681.00	\$ 47,615.00	\$ 48,567.00	\$ 49,538.00	\$ 50,529.00	\$ 51,540.00
Sr. Telecommunicator	\$ 56,501.00					
	Step 7	Step 8	Step 9	Step 10		
Telecommunicator	\$ 52,570.00	\$ 53,622.00	\$ 54,694.00	\$ 56,141.00		
Sr. Telecommunicator				\$ 69,118.00		

2% raise every year

Public Safety Telecommunicators are a Grade 10

Senior Telecommunicators are a Grade 13

Saratoga County
\$47,680/yr. roughly \$22.92/hr

Delaware County
Dispatcher Trainee - \$37,032 - \$38,868
Dispatcher - \$38,172 - \$40,643
Senior Dispatcher - \$41,499 - \$44,337
E911 Communications Supervisor -
\$49,704 - \$54,297

Franklin County Personnel/Civil Service Dept.
E-911 Dispatcher Trainees make \$37,506 or \$18.0311 p/h.
E-911 Dispatchers make \$39,568 or \$19.0227 p/h.
Communication Specialists make \$44,041 or \$21.1735 p/h.
Senior Communication Specialist makes \$49,020 or \$23.5676 p/h.

Genesee County
Emergency Services dispatcher - \$20.37-\$26.02
Sr. Emergency Services Dispatcher - \$25.20-\$30.83

Greene County
Emergency Operations Dispatcher Trainee: \$18.21 - \$25.60
Emergency Operations Dispatcher: \$19.65 - \$27.66

Schoharie County Telecommunicator Salaries

2021

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Telecommunicator	\$ 37,380.00	\$ 39,759.00	\$ 42,475.00	\$ 45,191.00	\$ 47,907.00	\$ 50,507.00
Sr. Telecommunicator						

2022

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Telecommunicator	\$ 38,128.00	\$ 40,554.00	\$ 43,325.00	\$ 46,095.00	\$ 48,865.00	\$ 51,517.00
Sr. Telecommunicator						

2023

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Telecommunicator	\$ 38,890.00	\$ 41,365.00	\$ 44,191.00	\$ 47,017.00	\$ 49,842.00	\$ 52,547.00
Sr. Telecommunicator						

2024

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Telecommunicator	\$ 39,668.00	\$ 42,193.00	\$ 45,075.00	\$ 47,957.00	\$ 50,839.00	\$ 53,598.00
Sr. Telecommunicator						

2025

Title	Hire	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 5 Years
Telecommunicator	\$ 40,461.00	\$ 43,036.00	\$ 45,976.00	\$ 48,916.00	\$ 51,856.00	\$ 54,670.00
Sr. Telecommunicator						



Schenectady County Legislature

Committee on Ways and Means

Hon. Philip Fields, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: September 30, 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Ways and Means
Honorable Philip Fields, Chair
Monday, October 3, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
WM	0 PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2023 COUNTY BUDGET	Legislator Fields	
WM	6 A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF COMMISSIONER OF THE DEPARTMENT OF FINANCE	Legislator Fields	

Item	Title	Sponsor	Co-Sponsors
PFTI	15 A RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING OF A STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE TRANSPORTATION FEDERAL-AID PROJECT, TO FULLY FUND THE LOCAL SHARE OF FEDERAL AND STATE-AID ELIGIBLE AND INELIGIBLE PROJECT COSTS AND APPROPRIATING FUNDS THEREFORE	Legislator Patierne	
HHHS	12 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES TO ENHANCE ADULT PROTECTIVE SERVICES	Legislator Ostrelich	
HHHS	13 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE FOR THE HOME ENERGY ASSISTANCE PROGRAM	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 9/30/2022
Reference: Ways and Means
Dual Reference: Ways and Means
Initiative: WM 0

Title of Proposed Resolution:

PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2023 COUNTY BUDGET

Purpose and General Idea:

PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2023 COUNTY BUDGET

Summary of Specific Provisions:

PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2023 COUNTY BUDGET

Effects Upon Present Law:

None.

Justification:

PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2023 COUNTY BUDGET

Sponsor: Legislator Fields

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 9/30/2022
Reference: Ways and Means
Dual Reference: Ways and Means
Initiative: WM 6

Title of Proposed Resolution:

A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF COMMISSIONER OF THE DEPARTMENT OF FINANCE

Purpose and General Idea:

Provides authorization for the appointment of Jaclyn Falotico to the position of Commissioner of Finance

Summary of Specific Provisions:

Authorizes the appointment of Jaclyn Falotico to the position of Commissioner of Finance effective September 29, 2022 at a salary of \$151,701.

Effects Upon Present Law:

None.

Justification:

Jaclyn Falotico has over 13 years of management experience in local and county government. Specifically, Ms. Falotico spent over 10 years with Schenectady County starting as a management assistant and eventually rose into her current position as Deputy County Manager.

Sponsor: Legislator Fields

Co-Sponsor:


COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER
620 STATE STREET
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355
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To: Honorable Chairperson and Members of the Legislature
From: Rory Fluman, County Manager 
CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Date: September 30, 2022
Re: Confirmation of Jaclyn Falotico to the Position of Commissioner of Finance

I hereby appoint, subject to confirmation by the County Legislature, Jaclyn Falotico to the position of Commissioner of Finance effective September 29, 2022.

Ms. Falotico has over 13 years of management experience in local and county government. Specifically, Ms. Falotico spent over 10 years with Schenectady County, starting as a Management Assistant and eventually rose into her current position as Deputy County Manager. In addition, she served as the City of Schenectady's Director of Development for 3 years. In these various capacities, Ms. Falotico developed a key understanding and mastery of management and financial skills in multiple fields of government. Ms. Falotico was responsible for developing over 10 Schenectady County budgets, worked with multiple Federal and State agencies on fiscal reporting and budgeting, and oversaw the financial accounts of entire departments. In her current capacity as the Deputy County Manager, Ms. Falotico supervises all departments heads and assists them with their strategic initiatives, project planning, and fiscal oversight.

Ms. Falotico received her Master of Public Administration from the Rockefeller College of Public Affairs and Policy and her Bachelor of Arts in Political Science from Northeastern University.

The salary for this position is \$151,701. Over the term of the appointment, the salary shall be adjusted pursuant to management salary increases.

I recommend your confirmation.

Rory Fluman

From: Jaclyn Falotico [REDACTED]
Sent: Wednesday, July 20, 2022 9:28 PM
To: manager; Rory Fluman
Subject: Commissioner of Finance
Attachments: Falotico Resume.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear County Manager Fluman,

I write to express my interest in the position of Commissioner of Finance. Serving as your Deputy County Manager, I feel that my proficient management skills and vast experience across multiple fields of local government uniquely qualify me for the position.

As part of your senior leadership team, I have worked in tandem with all of the department heads on strategic initiatives, project planning, and fiscal oversight and administration of programs that I would directly oversee as the manager of the finance department. In addition, I know the senior and mid-level staff of the finance department very well and would immediately be able to hit the ground running if I were promoted to this position.

I have directly worked on and assisted in preparation of over ten Schenectady County budgets, as well as had financial oversight of an entire department while serving as Director of Human Resources. While at the City of Schenectady, I was responsible for the management of multiple budgetary accounts that fell under my purview, including an array of grant funding. I worked with multiple Federal and State agencies on fiscal reporting and budgeting, with a specific focus on HUD funding.

As part of a larger culture shift in county operations since you were appointed County Manager in 2019, I see opportunities for growth within the finance department that I would like to explore, including: the utilization of electronic payments and wire transfers, eliminating weekly check runs that are incredibly time-consuming and resource-intensive; analyzing process efficiencies within payroll operations which have been decentralized in certain departments and are lacking in oversight; and staff reutilization as more automated processes and systems are implemented and seasoned staff retire.

Finance is at the core of Schenectady County operations and, as the most important administrative branch of government, is where you need a strong manager. Attached is my resume which summarizes my work history, most of which has been with Schenectady County. I am well-known to be a results-oriented strategic thinker who is an accomplished manager and a driven leader. I hope to be seriously considered for this position.

Sincerely,

Jackie Falotico

JACLYN L. FALOTICO

PROFESSIONAL EXPERIENCE

County of Schenectady, Schenectady, NY

- Deputy County Manager (2019 – Present)
- Director of Human Resources (2017 – 2019)
- Assistant to the County Manager (2011 – 2014)
- Management Assistant (2009 –2011)

City of Schenectady, Schenectady, NY

- Director of Development (2014 – 2017)

LEADERSHIP AND CIVIC EXPERIENCE

Capital District Transportation Authority

- Board of Directors, 2017-Present
- Chair for Community and Stakeholder Relations Committee, 2019-Present

Better Community Neighborhoods, Inc. (BCNI)

- Executive Board Member, 2019-Present

Community Land Trust of Schenectady

- Board President, 2017-2019

Schenectady Business and Professional Women's Club

- Member, 2016-2018

Kiwanis Club of Schenectady

- Member, 2015-2017

Schenectady County Homelessness Services Planning Board

- Member, 2014-2017

REFERENCES

Available upon request.

EDUCATION

Master of Public Administration
*Rockefeller College of Public
Affairs and Policy
Albany, NY*

Bachelor of Arts in Political
Science, with Honors
*Northeastern University
Boston, MA*

Hansard Society Scholars
*London School of Economics
London, England*

KEY SKILLS

- LOCAL GOVERNMENT
MANAGEMENT
- LEADERSHIP
- STRATEGIC PLANNING
- FISCAL MANAGEMENT
- BUDGETING
- PROJECT MANAGEMENT
- GRANT MANAGEMENT
- CRITICAL THINKING
- COMMUNICATION