



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

SEPTEMBER 2022
COMMITTEE MEETING SCHEDULE

DATE: 2 September 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall; Clerk of the Legislature
SUBJECT: Committee Meetings
Tuesday, September 6, 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 Economic Development and Planning Legislator Hughes, Chair	page 52
Followed by:	Committee on Education & Libraries Legislator Pratt, Chair	page 114
Followed by:	Committee on Health, Housing & Human Services Legislator Ostrellich, Chair	page 118
Followed by:	Committee on Labor & Civil Service Legislator Frisoni, Chair	page 171
Followed by:	Committee on Public Safety & Firefighting Legislator Constantine, Chair	page 185
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 197



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 2, 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
Tuesday, September 6, 2022 at 7:00 p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
CJCA	1 A RESOLUTION TO ACCEPT MONIES FROM THE NYS BOARD OF ELECTIONS FOR EXPENSES RELATED TO PRE-PAID POSTAGE FOR ABSENTEE BALLOTS AND APPLICATIONS	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Codes, Judiciary and Consumer Affairs
Dual Reference: Ways and Means
Initiative: CJCA 1

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS BOARD OF ELECTIONS FOR EXPENSES RELATED TO PRE-PAID POSTAGE FOR ABSENTEE BALLOTS AND APPLICATIONS

Purpose and General Idea:

Provides authorization to Accept the NYS Board of Elections Absentee Ballot Pre-Paid Postage Grant

Summary of Specific Provisions:

Authorizes the acceptance of funding in the amount of \$37,261.93 from the NYS Board of Elections Absentee Ballot Pre-Paid Postage Grant.

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2022 Operating Budget to accept new grant funding from the New York State Board of Elections for postage costs incurred by the County's Board of Elections.

Specifically, Commissioners Amy Hild and Darlene Harris have requested legislative authorization to accept \$37,261.93 in State grant funding to offset postage costs associated with paid return envelopes for all absentee ballot applications and ballots.

Increase Appropriation Code By:

A541450.409	Board of Elections	Postage	\$37,262
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Establish and Increase Revenue Code By:

A31450.308946	State Aid	Absentee Ballot Pre-Paid Postage	\$37,262
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

This grant covers the expenses related to providing postage-paid return envelopes for absentee ballots and applications. Expenses made between July 1, 2022 - December 31, 2022, are eligible for reimbursement

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY

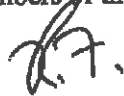


RORY FLUMAN
COUNTY MANAGER

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
Amy M. Hild, Board of Elections Commissioner
Darlene Harris, Board of Elections Commissioner
John P. McPhillips, Commissioner of Finance

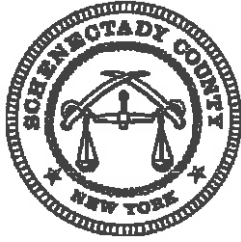
Date: September 2, 2022

Re: Authorization to Accept the NYS Board of Elections Absentee Ballot Pre-Paid Postage Grant

Attached is a memorandum from Amy Hild and Darlene Harris, Board of Elections Commissioners, requesting authorization to accept the NYS Board of Elections Absentee Ballot Pre-Paid Postage Grant in the amount of \$37,261.93. This grant covers expenses related to providing postage paid return envelopes for absentee ballots and applications. Expenses made from July 1, 2022 to December 31, 2022 are eligible for reimbursement.

The attached memorandum from John McPhillips, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.



COUNTY OF SCHENECTADY - CONDADO DE SCHENECTADY
Office of the Board of Election
Oficina de la Junta Electoral
2696 Hamburg Street, Suite 1, Schenectady, New York 12303
Tel./Llame: (518) 377-2469
Fax/Fax: (518) 377-2716
www.voteschenectady.com

Amy M. Hild
Darlene Harris
Commissioners
Comisarias Electorales

Laura Fronk
Loretta Rigney
Deputy Commissioners
Vice Comisarias Electorales

TO: Hon. Geoffrey T. Hall, Clerk of the Legislature
FROM: Amy M. Hild & Darlene Harris, Commissioners
CC: Rory Fluman, Christopher Gardner, John McPhillips
DATE: August 31, 2022
RE: Acceptance of Absentee Ballot Pre-Paid Postage Grant

.....
The New York State Board of Elections has established a new Absentee Ballot Pre-Paid Postage grant. This grant covers expenses related to providing postage paid return envelopes for all absentee ballots and absentee ballot applications. The list of allowable expenses can be found in Attachment A-1 (PDF pg. 36). Schenectady County Board of Elections was awarded \$37,261.93. The expense period is 7/1/2022 – 12/31/2022. All claims for payment must be submitted no later than 3/31/2023.


We respectfully ask the Legislature to accept the grant funds. Thank you for your consideration.

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: John P. McPhillips, Jr., Commissioner of Finance 

DATE: September 1, 2022

SUBJECT: Budget Amendment – Schenectady County Board of Elections – Acceptance of State Grant Funding for Absentee Ballot Postage and Associated Budget Amendment

The County of Schenectady's Department of Finance provides the following amendment to the 2022 Operating Budget to accept new grant funding from the New York State Board of Elections for postage costs incurred by the County's Board of Elections.

Specifically, Commissioners Amy Hild and Darlene Harris have requested legislative authorization to accept \$37,261.93 in State grant funding to offset postage costs associated with paid return envelopes for all absentee ballot applications and ballots.

Increase Appropriation Code By:

A541450.409	Board of Elections	Postage	<u>\$37,262</u>
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Establish and Increase Revenue Code By:

A31450.308946	State Aid	Absentee Ballot Pre-Paid Postage	<u>\$37,262</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207</p>	<p>BUSINESS UNIT/DEPT. ID: BOE01 / 1110000 CONTRACT NUMBER: BOE01 - T004610 - 1110000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: Schenectady County Board of Elections</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: N/A</p>	<p>PROJECT NAME: Absentee Ballot Pre-Paid Postage</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002365 Federal Tax ID Number: 14-6002431 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: N/A CFDA NUMBER (Federally Funded Grants Only): N/A</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 2696 Hamburg Street, Suite 1 Schenectady, NY 12303</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: N/A</p> <p>Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # BOE01 - T004610 - 1110000

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Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 07/01/2022 To: 12/31/2022</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: To:</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$37,261.93</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program Specific Terms and Conditions
 - A-2 Federally Funded Grants

- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: # BOE01 - T004610 - 1110000

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Master Grant Contract, Face Page

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Schenectady County Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, _____, before me personally appeared _____, 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 _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # **BOE01 - T004610 - 1110000**

Page 1 of 1, Master Contract for Grants Signature Page

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

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five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
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OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by 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.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. 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 e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior 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 the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

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the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

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rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

Contract Number: # BOE01 - T004610 - 1110000

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C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) **Effective date of termination:** The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. *Effect of Notice and Termination on State's Payment Obligations:*

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property:*

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule).

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments.⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

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2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

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applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures; cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), 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.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law 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 Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

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for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to 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

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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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor 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. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ 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.

Q. 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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

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**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency 03/31/2023

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 90 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
FINAL	07/01/2022-12/31/2022	03/31/2023

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 Page 4 of 4, Attachment D – Payment and Reporting Schedule

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

County Boards of Elections reimbursement program for actual expenses related to pre-paid postage for absentee ballots envelopes and associated supplies and materials.

The New York State Aid to Localities Budget authorizes \$4 million be made available to local boards of elections for reimbursement of costs related to providing pre-paid return postage on absentee ballots and applications pursuant to a plan by the State Board of Elections. A copy of such plan shall be sent to the director of the Division of Budget, the Senate Finance Committee, and the Assembly Ways and Means Committee.

On April 9, 2022, New York State amended Sections 8-400 and 8-406 of the election law by adding a new paragraph (e) and §2. to read as follows:

(e) When mailing an absentee ballot application to a voter, the board of elections shall provide a domestic postage paid return envelope. When providing an absentee ballot application to a voter in-person, the board of elections shall offer the voter a domestic postage paid return envelope and provide one if requested.

2. When mailing an absentee ballot to a voter the board of elections shall provide a domestic postage paid return envelope. When providing an absentee ballot to a voter in-person, the board of elections shall offer the voter a domestic postage paid return envelope and provide one if requested.

An Absentee Ballot Pre-Paid Postage Grant Program is established to put into place a contract/reimbursement process to guide county boards of elections and State Government partners through a voucher reimbursement process.

This grant fund distribution program does not provide for the direct release of State funds to counties.

County Boards of Elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance

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40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

To receive reimbursement, county Boards of Elections must complete and submit a claim for payment to the State Board of Elections. Forms to be completed are included in the claim for payment section of Attachment A-1.

General Information

Purpose of Program

Reimburse County Boards of Elections for local dollars spent to provide pre-paid return envelopes for absentee ballots and applications and other related costs.

Submission of Reimbursement Request

Upon a county's payment of invoices related to items and services allowable under the Absentee Ballot Pre-Paid Postage Grant Program.

Duration of Capital Projects Grant Program

The Absentee Ballot Pre-Paid Postage Grant Program expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than December 31, 2022. Eligible expenses must take place between July 1, 2022 and December 31, 2022. All Claims for Payment must be submitted to State Board of Elections no later than March 31, 2023.

Such funds may be used to reimburse county Boards of Elections for allowable expenditures made in securing products or services related to providing pre-paid postage for absentee ballot and absentee ballot application return envelopes.

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Attachment A-1

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the County Board of Elections has expended funds to provide pre-paid return postage on absentee ballot and absentee ballot application envelopes.
3. County Boards should make claim for payment for the total sum of money expended for pre-posted envelopes and associated supplies and materials, as available to the respective county board, pursuant to the funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.
4. The request for the reimbursement of funds must be directly associated with products and services which will serve all voters, without exclusion.
5. The county Board of Elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county Board of Elections' expenditures under the provisions of the Absentee Ballot Pre-Paid Postage Grant Program.
7. The requirements of the Absentee Ballot Pre-Paid Postage Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.
8. The County governing body must be informed in writing by the County Board of Elections, of the terms and conditions of this Agreement that apply to the receipt

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Attachment A-1

and use of these funds. A copy of such written notice shall be attached to the claim for payment.

9. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
10. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final Absentee Ballot Pre-Paid Postage Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.
11. The County agrees to comply with all applicable Federal, State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.
12. Funds reimbursed under this program may not be used for expenses unrelated to the approved program.

Allowable expenses include:

- Postage
- Postage Meters and associated supplies (including but not limited to ink, postage meter strips, replacement parts, and sealing solution)
- Fees associated with USPS account billing
- Envelopes
- Automatic envelope sealing equipment
- Automatic letter openers
- Shipping supplies (including but not limited to paper, tape, manual letter openers, postal scales, envelope and stamp moisteners, rubber stamps, transport carts, sorting bins, folders, etc.)
- Temporary staff to assist in sorting, sending, and intaking mail.
- Vendors to produce absentee envelopes and ballots, and/or mail pre-paid absentee envelopes with ballots.

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Attachment A-1

IMPERMISSIBLE EXPENSES include, but are not limited to:

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising
- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

The State Board of Elections will not process requests for reimbursement of payments to any supplier of goods and/or services without having all of the following in its possession:

- **Narrative Summary:** If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.
 - The purpose of the expenditure of county funds
 - The mythology/means to address the implementation to providing pre-paid return postage on absentee ballot and absentee ballot application envelopes.
 - The actual cost to address the implementation providing pre-paid return postage on absentee ballot and absentee ballot application envelopes.
- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

- Original receipts/Proofs of payment.
- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

An 'accurate' invoice is defined as including the following:

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

In order to have costs reimbursed, county Boards of Elections must certify the following:

- Expenditure of funds was the most reasonable, economical and responsible way to provide pre-paid return postage on absentee ballot and absentee ballot application envelopes.
- The County governing body has been informed in writing by the county Board of Elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Budget:

All applicants must follow the criteria below when preparing their budgets and complete the standard budget format (Attachment B1 & C).

- All requested reimbursements must be deemed reasonable, allowable, and allocable.

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

- Appropriate receipts and proof of payment should be attached to the Claim for Payment.

Claim for Payment Form:

Submit the completed and signed claim for payment:

New York State Board of Elections
ATTN: Capital Projects Grant Program
40 N Pearl Street, 5th Floor
Albany, NY 12207-2729
Email: grants@elections.ny.gov

Review and Payment Process:

1. After receipt of the county Board of Elections' Claim for Payment, the State Board of Elections shall review the request to determine whether the funds expended by the county Board of Elections are eligible for reimbursement under this program.
2. The State Board of Elections will make every reasonable effort to review, determine approval or disapproval and so notify the county Board of Elections within two weeks of the receipt of the Claim for Payment. As the total amount of money available to each county for reimbursement of expenses is limited, the full reimbursement of the county's expenditures may not be covered by this program.
3. In the event that a Claim for Payment or a part thereof is rejected, the State Board of Elections shall provide details of what is being reimbursed, including a percentage representing the amount of reimbursement.
4. Payments will be issued by voucher on a reimbursement basis.

Administrative Requirements:

New York State Board of Elections
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Attachment A-1

Appropriate records relating to the initial purchase and any subsequent reimbursement shall be required to be kept by the County Board of Elections for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

Assistance:

For Absentee Ballot Pre-Paid Postage Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit
Cassandra Bagramian or Mike Moschetti
40 N Pearl St., 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: grants@elections.ny.gov

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

We have read and understand the NYSBOE Attachment A-1 for receiving Absentee Ballot Pre-Paid Postage Grant Program reimbursement funds, and the associated terms, conditions and assurances for receipt of such funds, and certify that the County of _____ is, or will be, as applicable, in compliance with these terms and conditions as specified.

Commissioner

Commissioner

Date: ____/____/____

Election Commissioner Contact Information	
Name:	Name:
Full Address:	Full Address:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
County Finance Official's Contact Information	
Name:	
Full Address:	

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207
Attachment A-1

Email:
Phone:
Fax:
Comments:

Attachment B-1 (Budget) & C (Workplan)

COUNTY _____ DATE _____
Absentee Ballot Pre-Paid Postage Grant Program Workplan / Budget

If funding is being requested for more than one project, item or service, the narrative section should include information for each project, item or issue being addressed and the outcome achieved. After developing the narrative section as outlined, the Claim for Payment should include a summary.

<p>Narrative: Include (1) description of the expenditures necessary, with specific costs detailed to purchase and utilize envelopes, postage, pre-posted envelopes, mail opening and sorting machines, and the various accompanying services and/or accessories for which the County Board of Elections seeks reimbursement, (2) how the funding requested accomplishes the implementation pre-paid postage for absentee ballot and absentee ballot request application envelopes; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditure in implementing pre-paid postage for absentee ballots and applications.</p>
<p>Description of Expenditures:</p>
<p>How request implements providing pre-paid postage for absentee ballots and absentee request return envelopes:</p>
<p>Are the costs listed allowable, allocable and reasonable?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Evaluation of Expenditures:</p>

Applicants Comments:

Continues to page 2

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
Total Amount to be Vouchered:			
The _____ County Board of Elections intends to expend the following remaining balance be used in accordance with the Absentee Ballot Pre-Paid Postage Grant Program requirements as outlined in Attachment A-1 of the contract:			
Workplan/Budget Total:			
<i>To be completed by the New York State Board of Elections</i>			
Absentee Ballot Pre-Paid Postage Grant Funds Available:			
Contract Amount*			
<i>Lesser of the Workplan/ Budget or County Absentee Ballot Pre-Paid Postage Funds Available</i>			

COMMISSIONER SIGNS HERE ↓

COMMISSIONER SIGNS HERE ↓

Printed Name _____ Date _____

Printed Name _____ Date _____

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment E

Counties	Total Enrolled Voters (Active and Inactive)	Percent of State Voter Population	Grant Distribution (With \$10k base)
Albany	212,409	1.64%	\$ 65,299.42
Allegany	27,406	0.21%	\$ 17,134.99
Broome	137,252	1.06%	\$ 45,732.74
Cattaraugus	49,214	0.38%	\$ 22,812.57
Cayuga	50,015	0.39%	\$ 23,021.11
Chautauqua	83,172	0.64%	\$ 31,653.34
Chemung	55,445	0.43%	\$ 24,434.78
Chenango	31,086	0.24%	\$ 18,093.06
Clinton	51,343	0.40%	\$ 23,366.85
Columbia	49,418	0.38%	\$ 22,865.68
Cortland	30,390	0.23%	\$ 17,911.86
Delaware	30,710	0.24%	\$ 17,995.17
Dutchess	210,501	1.62%	\$ 64,802.69
Erle	651,267	5.02%	\$ 179,553.50
Essex	26,501	0.20%	\$ 16,899.38
Franklin	27,941	0.22%	\$ 17,274.27
Fulton	34,733	0.27%	\$ 19,042.53
Genesee	39,792	0.31%	\$ 20,359.61
Greene	34,501	0.27%	\$ 18,982.13
Hamilton	4,616	0.04%	\$ 11,201.75
Herkimer	42,616	0.33%	\$ 21,094.82
Jefferson	63,967	0.49%	\$ 26,653.43
Lewis	18,805	0.14%	\$ 14,895.77
Livingston	41,333	0.32%	\$ 20,760.80
Madison	45,212	0.35%	\$ 21,770.68
Monroe	511,479	3.94%	\$ 143,160.53
Montgomery	30,630	0.24%	\$ 17,974.34
Nassau	1,054,591	8.12%	\$ 284,556.52
Niagara	144,867	1.12%	\$ 47,715.27
Oneida	140,585	1.08%	\$ 46,600.47
Onondaga	323,788	2.49%	\$ 94,296.29
Ontario	80,920	0.62%	\$ 31,067.04
Orange	259,539	2.00%	\$ 77,569.44
Orleans	25,095	0.19%	\$ 16,533.33
Oswego	77,144	0.59%	\$ 30,083.98
Otsego	37,696	0.29%	\$ 19,813.93

New York State Board of Elections
 40 N Pearl Street, 5th Floor, Albany, New York 12207
Attachment E

Putnam	74,092	0.57%	\$	29,289.41
Rensselaer	108,267	0.83%	\$	38,186.67
Rockland	216,781	1.67%	\$	66,437.65
St. Lawrence	64,025	0.49%	\$	26,668.53
Saratoga	178,140	1.37%	\$	56,377.69
Schenectady	104,715	0.81%	\$	37,261.93
Schoharie	21,476	0.17%	\$	15,591.15
Schuyler	13,069	0.10%	\$	13,402.44
Seneca	21,215	0.16%	\$	15,523.20
Steuben	63,071	0.49%	\$	26,420.16
Suffolk	1,090,535	8.40%	\$	293,914.33
Sullivan	53,341	0.41%	\$	23,887.01
Tioga	33,903	0.26%	\$	18,826.45
Tompkins	62,960	0.48%	\$	26,391.26
Ulster	132,385	1.02%	\$	44,465.65
Warren	48,478	0.37%	\$	22,620.96
Washington	39,019	0.30%	\$	20,158.37
Wayne	60,151	0.46%	\$	25,659.96
Westchester	655,454	5.05%	\$	180,643.57
Wyoming	26,360	0.20%	\$	16,862.67
Yates	14,419	0.11%	\$	13,753.90
Total Outside NYC	7,817,835	60.22%	\$	2,605,327.02
Bronx	791,348	6.10%	\$	216,022.76
Kings	1,614,502	12.44%	\$	430,326.03
New York	1,119,283	8.62%	\$	301,398.70
Queens	1,305,683	10.06%	\$	349,926.83
Richmond	334,168	2.57%	\$	96,998.66
Total NYC	5,164,984	39.78%	\$	1,394,672.98
Statewide Total	12,982,819		\$	4,000,000.00



Schenectady County Legislature

Committee on Economic Development and Planning

Hon. Gary Hughes, Chair

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

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

DATE: September 2, 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Economic Development and Planning
Honorable Gary Hughes, Chair
Tuesday, September 6, 2022 at 7:00 p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EDP	15 A RESOLUTION TO DESIGNATE CERTAIN COUNTY OWNED LAND AS PERMANENT OPEN SPACE TO PRESERVE AND PROTECT THE GREAT FLATS ACQUIFER	Legislator Hughes	
EDP	16 A RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED LOCAL LAW C-2022	Legislator Hughes	
EDP	17 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT FOR THE OPTION AND PURCHASE OF CERTAIN REAL PROPERTY	Legislator Hughes	

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Economic Development and Planning
Dual Reference:
Initiative: EDP 15

Title of Proposed Resolution:

A RESOLUTION TO DESIGNATE CERTAIN COUNTY OWNED LAND AS PERMANENT OPEN SPACE TO PRESERVE AND PROTECT THE GREAT FLATS ACQUIFER

Purpose and General Idea:

Provides authorization to Dedicate of County Property for Well-Head Protection

Summary of Specific Provisions:

Authorizes the dedication of County Property for Well-Head Protection. The the16.8-acre parcel of land will serve as a permanent open space/source for water protection. The land is located on the South shore of the Mohawk River, adjacent to the Town of Rotterdam and the City of Schenectady's drinking water wells

Effects Upon Present Law:

None.

Justification:

Keeping this land as a permanent open space, the County can protect the water supply for both municipalities.

Sponsor: Legislator Hughes

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
Stephen Feeney, Planner

Date: September 2, 2022

Re: Authorization to Dedicate of County Property for Well-Head Protection

Attached is a memorandum from Ray Gillen, Commissioner of Economic Development and Planning, and Stephen Feeney, Planner, requesting authorization to dedicate a 16.8-acre parcel of land as a permanent open space for source water protection. This land is located on the south shore of the Mohawk River, adjacent to the Town of Rotterdam and City of Schenectady's drinking water wells. By keeping this land as a permanent open space, the County can protect the water supply for both of these municipalities.

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

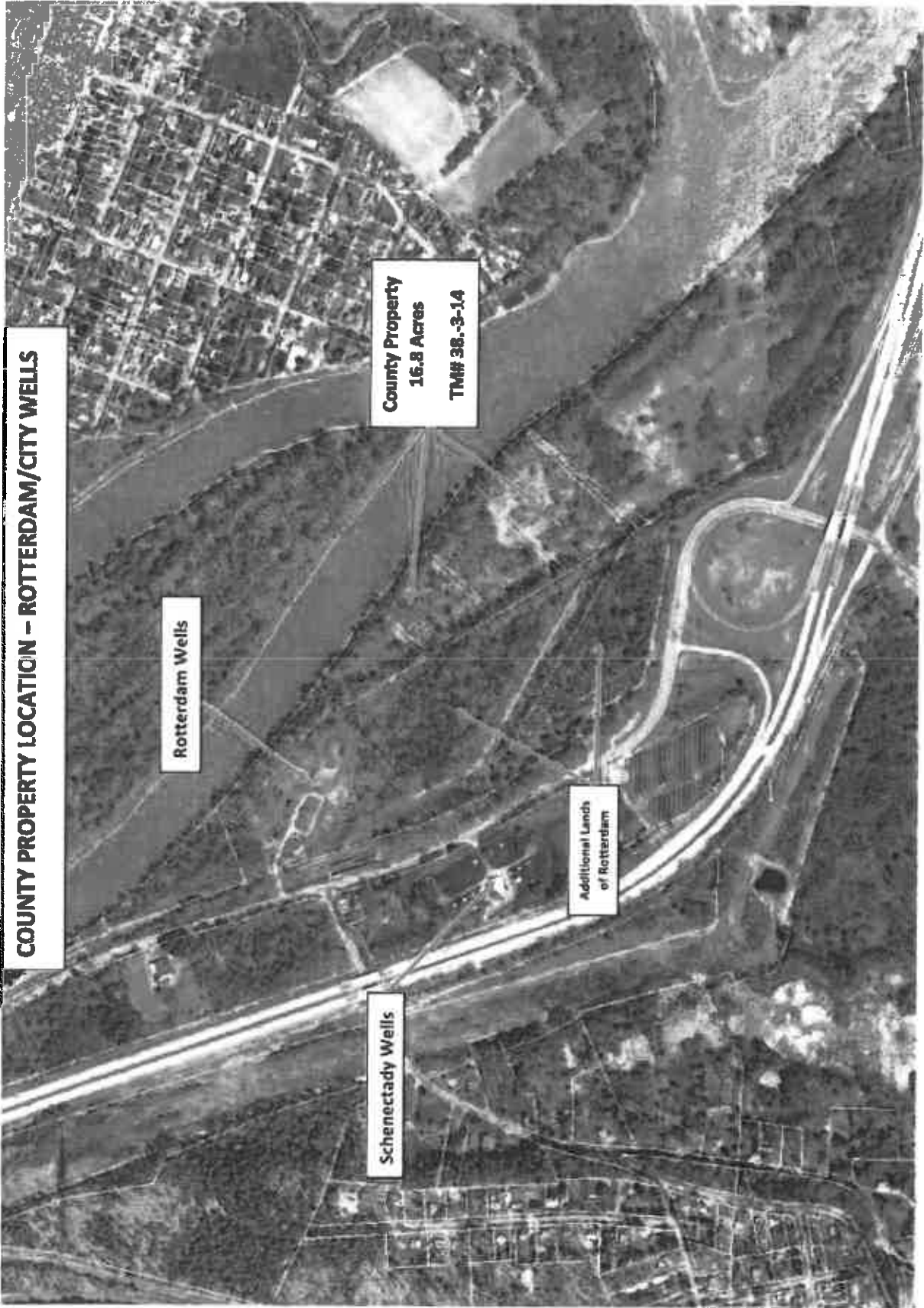
To: Rory Fluman
From: Ray Gillen and Stephen Feeney
Date: August 23, 2022
Re: Dedication of County Property for Well-Head Protection
Town of Rotterdam

The County has title through foreclosure to a 16.8-acre parcel of land on the south shore of the Mohawk River located very close to the Town of Rotterdam and City of Schenectady's drinking water wells (see attached map). The parcel is landlocked, within the 100-year floodplain, and within the wellhead protection area of the aquifer protection zone.

To continue our efforts to protect the Great Flats Aquifer, we are asking the County Legislature to dedicate this land as permanent open space for source water protection. This designation will help to safeguard our water supply. This designation will be placed on the deed for this property if approved by the Legislature.

As climate change puts even more focus on water, Schenectady County is fortunate to have a plentiful and high-quality water supply. Safeguarding this critical asset remains a top goal of the County's smart growth development efforts.

Please let us know if you need more information.



COUNTY PROPERTY LOCATION – ROTTERDAM/CITY WELLS

**County Property
16.8 Acres
TTM# 38.-3-14**

Rotterdam Wells

**Additional Lands
of Rotterdam**

Schenectady Wells

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Economic Development and Planning
Dual Reference:
Initiative: EDP 16

Title of Proposed Resolution:

A RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED LOCAL LAW C-2022

Purpose and General Idea:

To call a public hearing on proposed Local Law C of 2022 entitled "A LOCAL LAW AUTHORIZING THE LEASE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY"

Summary of Specific Provisions:

Calls for a public hearing on proposed Local Law C of 2022 entitled "A LOCAL LAW AUTHORIZING THE LEASE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY " The hearing will be held on October 3, 2022 at 7 :00pm.

Effects Upon Present Law:

None.

Justification:

To ensure opportunity for public input on the aforesaid proposed local law C of 2022.

Sponsor: Legislator Hughes

Co-Sponsor:

COUNTY OF SCHENECTADY

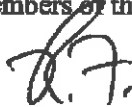


RORY FLUMAN
COUNTY MANAGER

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, Metroplex Chair
Christopher Gardner, County Attorney

Date: September 2, 2022

Re: Authorization to Enter into a Lease Agreement with Northeast Rush LLC

Attached are memoranda from Ray Gillen, Metroplex Chair, and Christopher Gardner, County Attorney, requesting authorization to enter into a lease agreement with Northeast Rush LLC for use of a 12-acre site at SUNY Schenectady. Northeast Rush, a local club of the National Rush Soccer organization, has teams throughout New York, Connecticut, Massachusetts, and Rhode Island. As part of this agreement, Northeast Rush would pay an annual rate of \$55,562 and would construct an indoor/outdoor recreational facility that can be used for soccer, basketball, and volleyball. This agreement could help SUNY Schenectady develop its own soccer program and make the college a regional hub for soccer games, practices, tournaments, and other recreational activities. As Mr. Gillen and Mr. Gardner indicate, this would provide positive exposure for the College and the County as well as generate significant revenue from soccer tournaments.

I recommend your approval.



MEMO

TO: Rory Fluman
FROM: Ray Gillen
SUBJECT: Soccer Dome at SUNY Schenectady
DATE: August 23, 2022

We continue our efforts to recruit a soccer organization to lease land that the County owns at SUNY Schenectady and construct a soccer dome that can host soccer games and practices as well as tournaments and serve as a recreational asset for the College and community.

We are pleased to bring forth a proposed lease with Northeast Rush LLC. We would like to place this item on the agenda for the September meeting of the County Legislature.

This soccer organization has over 4,000 soccer players playing on teams throughout New York, Connecticut, Massachusetts, and Rhode Island. In the Capital Region, the club has approximately 400 youth and 100 adult players, playing under the Albany Rush name. This includes youth leagues and a USL 2 team for men and a UWS 1 and UWS 2 team for women. Northeast Rush serves players from as young as 3 years old through to adult.

Northeast Rush would make SUNY Schenectady their regional hub bringing games, practices, tournaments and other youth and adult soccer leagues to the site. This will provide positive exposure for the college and for Schenectady County. Soccer tournaments will increase occupancy tax and sales tax. The soccer club is excited about the availability of hotel rooms proximate to the site.

The local club is part of the National Rush Soccer organization which has 110 clubs and has been in existence for 25 years. It is one of the largest soccer organizations in existence.

The 12-acre site at SUNY Schenectady is owned by the County in trust for the college. It is adjacent to the Empire State Trail and the new fitness station on the trail. Northeast Rush will pay a lease rate of \$55,562 per year reflecting the full appraised value of the site. Half of this comes to the County as a direct payment with the other half provided to the College as a credit for their use of the facility.

A draft lease will be prepared by the County Attorney's office.

Please contact me if you need additional information.

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

To: Rory Fluman, County Manager

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

Dated: September 1, 2022

Copies to: Ray Gillen, Commissioner of Economic Development and Planning
Dr. Steady Moono, President, SUNY Schenectady
Patrick Ryan, Chief Financial Officer, SUNY Schenectady
John McPhillips, Commissioner of Finance
Geoffrey Hall, Clerk of the Legislature
Joe Landry, Counsel to the Legislature
Jacklyn Falotico, Deputy County Manager
Shannon Perrone/Marylou Riddle, Executive Secretary to the County Manager

Re: Lease of 12 Acres of Unused Property Held in Trust for SUNY Schenectady to Northeast Rush, LLC – for Development of Indoor and Outdoor Recreational Facility

With the assistance of Ray Gillen, Dr. Steady Moono and Frank Salamone, we have negotiated a lease agreement with Northeast Rush, LLC to lease 12 acres of unused land to develop a multi-million dollar Indoor/Outdoor Recreational Facility at no cost to the County and which will provide a substantial income stream to SUNY Schenectady as well as outstanding recreational opportunities. This Lease replaces the prior agreement with Black Watch Soccer, Inc. which was unable to secure funding to construct the proposed facility.

Appraisal

Schenectady County commissioned an appraisal of the property in question, which is adjacent to and behind the SUNY Schenectady parking lots.

The 12-acre parcel appraised with a fee simple value of \$640,000 with an annual rental value of \$55,562 per year in anticipation of a 25-year triple-net lease. This equates to a monthly rent of \$4,630.17. Over a period of 25 years, the total rent would be \$1,389,000.

The Agreement

The agreement is between the County and Northeast Rush, LLC. Under the agreement, Northeast Rush, LLC will construct an indoor/outdoor recreational facility which can be utilized for soccer, basketball and volleyball. There will be a dome with one indoor soccer field, and

four basketball courts, as well as several outdoor soccer fields, three artificial turf and three grass, when this project is completed.

This multi-million-dollar construction project is at no cost to the County or to SUNY Schenectady.

In return, SUNY Schenectady shall receive monthly cash rent with an annual value of \$27,782 or \$2,315.08 monthly.

Additionally, SUNY Schenectady shall receive annual \$27,781 monetary credit at the following rental rates:

Basketball Courts

One Court	:	\$100 per hour
Two Courts	:	\$175 per hour
Three Courts	:	\$250 per hour
Four Courts	:	\$300 per hour

Soccer Indoor Field

Half field	:	\$200 per hour
Full field	:	\$300 per hour

Soccer Outdoor Fields

Turf field	:	\$200 per hour
Grass field	:	\$100 per hour
Stadium	:	\$ TBD

Additional Charges

Supervision	:	\$75 per hour
Janitorial	:	\$50 per hour

There is also an opportunity for a 25-year renewal term.

Economic Benefits to SUNY Schenectady and County of Schenectady

This is an outstanding project in several respects. First, it provides an annual revenue stream of \$27,782 to SUNY Schenectady. Second, it provides \$27,782 in facility use value to the community college, which may well pave the way for SUNY Schenectady to develop its own soccer program. Third, the facility will be a center for soccer tournaments and provide business to our local restaurants and hotels, creating sales tax and bed tax revenue. Finally, this lease is creating value where none existed before. The parcel has some flooding challenges which are partially reflected in the property valuation.

Local Law

This lease requires adoption by Local Law, following a public hearing, just as the long-term lease on the dormitory parcel.

I recommend that this proposed lease be forwarded to the County Legislature for its consideration.

CHG/kah
Enclosures

GROUND LEASE AGREEMENT

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter referred to as the "Ground Lease") is made and entered into as of the ___ day of _____, 2020, by and between THE COUNTY OF SCHENECTADY, a municipal corporation organized and existing under the laws of the State of New York, having an office for the transaction of business located at 620 State Street, Schenectady, New York 12305 (the "Landlord"), acting in its own capacity and in its capacity as trustee for SCHENECTADY COUNTY COMMUNITY COLLEGE (the "College"), a community college constituting a part of the State University of New York system, and Northeast Rush, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, , having an office for the transaction of business located at 87 Beacon Hill Drive, South Berry, Ct 06488 ("Tenant"), as tenant.

RECITALS:

WHEREAS, Landlord owns certain property in its own name and certain property in trust for the benefit of the College located adjacent to State Route 5, Schenectady, New York, on the campus of the College (the "College Campus") in the Town of Rotterdam, Schenectady County, New York as more particularly described in Exhibit A attached to this Ground Lease (the "Property"); and

WHEREAS, Tenant desires to lease the Property from Landlord to develop, construct and operate an indoor and outdoor recreational facility, on the property; and

WHEREAS, Landlord desires to lease the Property to Tenant for the purpose of developing, constructing and operating the recreational facility; and

WHEREAS, Tenant is an entity committed to advancing youth sports for youths between the ages of 5 and 19; and

WHEREAS, This Agreement creates an opportunity for collaboration between the Parties to benefit the residents and visitors of the County of Schenectady; and.

WHEREAS, as more particularly set forth herein, the Schenectady County Community College will have certain rights to utilize the recreational facilities under a rental agreement that minimally equals the offset portion of the rent as stated in Section 3.3C. Rental rates defined in Exhibit B.

WHEREAS, the community as a whole will benefit greatly from Tenant's occupancy because it will provide greater access to youth sports in our community; and

WHEREAS, in order to assist in financing or refinancing the costs of acquisition, construction and equipping the recreational facility, Tenant may in the future grant to one or more financial institutions (each, as defined in this Ground Lease, a "Leasehold Mortgage") a leasehold mortgage or mortgages upon (A) Tenant's leasehold interest under this Ground Lease in the Property, or (B) Tenant's interest in the recreational facility, all of which Leasehold

Mortgages shall be subordinate to the Landlord's interest in the Property; and

WHEREAS, the Schenectady County Legislature, after a duly noticed public hearing, adopted Local Law ___ of 2020 on the ___ day of _____, 2020 subject to permissive referendum in accordance with the Municipal Home Rule Law, Section Twenty-four authorizing and approving this Ground Lease Agreement and directing the County Manager to execute this ground lease agreement forty-five days after adoption of the said Local Law; and

WHEREAS, at least forty-five days have elapsed since passage of Local Law ___ of 2020 and no petition protesting the said Local Law and requiring a referendum has been received by the County.

NOW, THEREFORE, in consideration of the Premises, the rents to be paid hereunder, the mutual covenants and agreements herein set forth by each party to be kept and performed, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by each party hereto, Landlord and Tenant do hereby mutually covenant and agree as follows:

DEMISING CLAUSE:

Landlord, for and in consideration of the premises and of the rents, provisions, covenants, agreements, stipulations, exhibits, terms and conditions hereinafter set forth and herein (collectively referred to as "Provisions"), does hereby let, subject only to the exceptions and encumbrances set forth in this Ground Lease, unto Tenant and Tenant does hereby take and hire from Landlord, subject to all of the exceptions and encumbrances enumerated in this Ground Lease, the Property consisting of approximately 12 acres plus or minus of vacant land as more particularly described in Exhibit A attached to this Ground Lease

TOGETHER WITH all appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto, and together with the buildings, structures and improvements erected or to be erected thereon;

TO HAVE AND TO HOLD the Property more particularly described in Exhibit A attached to this Ground Lease for the term set forth in Subsection 3.1 of this Ground Lease (the "Term");

This Ground Lease and all rights of the parties hereunder are expressly subject to the provisions as hereinafter set forth, all of which the parties hereto respectively agree to keep, abide by and perform during the Term of this Ground Lease.

SECTION 1. Representations and Warranties of Tenant. Tenant makes the following representations and covenants as a basis for the undertaking on its part herein contained:

1.1 **Formation Authority.** Tenant warrants that it has undertaken any, and all, acts required by relevant law and, its organizational documents, to lawfully enter this Ground Lease.

1.2 **Financing of the Recreational Facility.** Tenant shall obtain at its own cost and expense any financing required for the design and construction of the recreational facility.

SECTION 2. Representations and Warranties of Landlord. Landlord makes the following representations and covenants as a basis for the undertakings on its part herein contained:

2.1 **Title.** Landlord represents and warrants that Landlord owns fee simple, marketable title to the Property.

2.2 **Financing of the Recreational Facility.** The terms of all financing by Tenant, or any amendment, renewal, refinancing, or refunding of any such financing, during the Term of this Ground Lease shall be subject to the prior approval of Landlord, which approval shall not be unreasonably withheld. Tenant agrees to provide to Landlord copies of all material information and documentation relating to any form of proposed financing for the Recreational Facility. Notwithstanding anything contained elsewhere or herein to the contrary, all such financing shall be non-recourse in all respects to Landlord.

2.3 **Status of Title on Termination Date.** On the Termination Date Landlord shall obtain unencumbered fee title and exclusive possession and use of the Premises, including any additions to the Property, without demand or further action on its part. All leases, management contracts, and other similar encumbrances with respect to the Premises must terminate on or prior to the Termination Date. Encumbrances that do not significantly interfere with the enjoyment of the Premises, such as most easements granted to utility companies, shall not be considered encumbrances for purposes of this paragraph.

2.4 **Parking.** The Tenant shall be permitted to utilize the Landlord's parking lots on evenings and weekends. The Tenant may utilize the parking lots during the day on weekdays with the Landlord's permission, such permission to be granted by the Schenectady County Community College, and such permission should not be unreasonably withheld.

SECTION 3. Term and Rent.

3.1 **Term.** The Tenant shall enjoy the right to the premises as set forth herein. The Term of the leasehold estate of Tenant in the Property created under this Ground lease shall commence on the Lease Commencement Date as set forth in Section 3.1.2 and shall expire on the earlier of (a) at 12:00 midnight on the 25th anniversary of the Lease

Commencement Date as defined in Section 3.1.2 of this Ground Lease, unless this Ground Lease shall be otherwise extended or sooner terminated in accordance with the provisions of this Ground Lease or by operation or law. The date upon which the Term of this Ground lease or a renewal thereof ends by termination or expiration is sometimes hereinafter referred to as the "Termination Date".

3.1.1 Possession Date. Tenant shall receive possession of the property upon receipt of site approval, permits, and all necessary documents to start construction in order to commence construction but shall not permit non-construction use of the premises until the Lease Commencement Date. During the period between the Possession Date and Lease Commencement Date, the Tenant shall be deemed to enjoy an exclusive easement to the premises, the terms of such easement being governed by the provisions of this Agreement.

3.1.2 Lease Commencement Date. The lease term set forth above shall commence on the date upon which Tenant receives a Certificate of Occupancy from the local municipality, or notification from such municipality that it does not issue a Certificate of Use for such use, and start of business.

3.1.3 Rent Commencement. The Tenant shall commence paying rent on the six (6) month anniversary after Lease Commencement, and no rent shall be paid for the six (6) month period between Lease Commencement and Rent Commencement.

3.2 Lease Year. For purposes of this Ground Lease, the term "Lease Year" means each twelve (12) month period commencing on the Lease Commencement Date and ending twelve (12) months thence.

3.3 Rent.

A. Amount of Rent. The Tenant shall pay the annual rent of Fifty Five Thousand Five Hundred Sixty Two and 00/100 (\$55,562) Dollars, to be paid in equal monthly payments in advance of the first of each and every month during the term aforesaid, in the amount of Four Thousand Six Hundred Thirty and 17/100 (\$4,630.17) Dollars.

B. Method of Payment of Rent. The Parties expressly agree and acknowledge that the Rent set forth in subsection (A) above shall be paid as follows:

- i. 50% of the rent amount payable to the County of Schenectady in US Dollars.
- ii. 50% payable by credits to the County of Schenectady, to be used by the Schenectady Community College, for the use of Tenant's facilities at the rates set forth on Schedule of Rent Credits attached hereto and made a part hereof as Exhibit B.

C. Usage of Credits. The credits set forth in Subparagraph (B) above shall be governed such that the Landlord receives the equivalent of \$27,781 per annum in rents to the Tenant. Should the Community College utilize the facilities for an amount exceeding the annual amount included in this Lease, the Community College shall pay the difference to the Tenant upon receipt of an invoice, with such reconciliation occurring on an annual basis. Should the Tenant utilize the facilities for an amount less than the annual amount, the difference shall be carried forward to the following year. All rollover credits shall be used in the carryover year in full. Any rollover credits not used in the carryover year shall be waived at the conclusion of the carryover year. Should the Landlord have a balance of credits at the termination of the leasehold, such amount shall be paid by Tenant to Landlord, but in no event should the balance payout exceed the sum of one year contracted credits plus any carryover from the previous year.

D. Place of Payment. All payments made by the Tenant to the Landlord shall be made payable to Schenectady County Community College, and delivered to the College to the Attention of Patrick Ryan, Vice President of Administration, at 78 Washington Avenue, Schenectady, New York 12305

3.4 Rent Exclusive. The amount set forth in Section 3.3 shall be exclusive of any additional rents, costs, and fees provided for in this Ground Lease. The Parties expressly acknowledge that this Ground Lease is triple net, and, as provided further herein, Tenant is responsible for all real estate taxes, building insurance, and maintenance of the Premises.

3.5 Renewal Term. Notwithstanding any other term or condition in this Ground Lease, Tenant shall have the right to renew this Ground Lease for an additional term of 25 years (the "Renewal Term"), with the annual rent of Sixty One Thousand One Hundred Eighteen and 20/100 (\$61,118.20) Dollars, per annum, to be paid as set forth in Section 3.3(B-C), provided (i) an event of default has not occurred remaining uncured by Tenant and (ii) at least sixty (60) days' notice to exercise the right to renew is given to landlord, in writing pursuant to this Ground Lease. During the Renewal Term all the rights, duties and obligations of the Parties shall be governed by the terms and conditions of the Ground Lease, except for the rent payments as set forth in this paragraph.

SECTION 4. Taxes and Assessments.

4.1 Payment of Taxes and Assessments. It is hereby determined and declared by Landlord and Tenant that nothing contained in this Ground Lease is intended to subject to ad valorem property taxes the interest or estate of Tenant created by this Ground Lease; however, Tenant shall bear and pay to the public officer charged with the collection thereof, before the same shall become delinquent, and shall indemnify, save and hold harmless Landlord from the payment of any and all taxes, payment in lieu of taxes, assessments, license fees, excises, imposts, fees, and charges of every sort, nature and kind (hereinafter referred to singularly and collectively as "Tax."), which during the

Term of this Ground Lease are or might be levied, assessed, charged or imposed upon or against the Premises or the interest or estate of Tenant in and to the Premises.

4.2 Contest of Taxes. If the imposition of any Tax shall be deemed by Tenant to be improper, illegal or excessive, Tenant shall enjoy the right provided in any law, rule, or regulation to challenge such tax, provided that Tenant's actions to not affect the Landlord's estate in the property.

SECTION 5. Utility Services. Tenant shall make application for, obtain and pay for, and be solely responsible for all utilities required, used or consumed on the Premises, including, but not limited to gas, water (including water for domestic uses and for fire protection), telephone, electricity, cable TV, data, sewer service, garbage collection services, or any similar service (herein sometimes collectively referred to as the "Utility Services"). In the event that any charge for any Utility Service supplied to the Premises is not paid by Tenant to the utility supplier when due, then Landlord may, ten (10) days after written notice to Tenant, but shall not be required to, pay such charge for and on behalf of Tenant, with any such amount paid by Landlord being repaid by Tenant to Landlord as additional rent, as an operating expense, within twenty(20) days after demand by Landlord. Tenant shall cause each supplier of Utility Services to the Premises to provide Landlord with a third party notice, if any charge for the Utility Services is not paid when due. Tenant shall provide Landlord, prior to Tenant's operation of the Premises evidence that Landlord shall receive such a third party notice.

SECTION 6. Payments for Tenant by Landlord. If Tenant fails to procure the insurance required to be procured by Tenant under this Ground Lease, or fails to pay any premium of insurance, Tax, or any other sum in this Ground Lease required to be paid by Tenant (other than Rent), Landlord may, after expiration of the applicable cure period, at Landlord's option, elect to declare Tenant in default as set forth in this Ground Lease, or may, without declaring a default of this Ground Lease by Tenant, procure, on behalf of Tenant, any such insurance, and pay on behalf of Tenant or Subtenant, as the case may be, any such payments as is may be necessary. Any sum(s) so paid or expended by Landlord on behalf of Tenant shall be reimbursed and paid by Tenant to Landlord, as additional rent, within twenty (20) days after demand by Landlord.

SECTION 7. Interest on Amounts. Any sums which are Payable by Tenant to Landlord under this Ground Lease (including any Rent) and which are not paid to the Landlord within twenty (20) days after the due date thereof shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof through the date payment of the same is made. If it becomes necessary for Landlord to bring suit for collection of any sums herein stipulated to be paid by Tenant, Tenant agrees to pay any and all such reasonable expenses and costs as Landlord may incur, including, but not limited to, reasonable attorneys' fees actually incurred or reasonably determined to be the cost of legal services supplied by salaried employees of Landlord.

SECTION 8. Compliance by Tenant with Laws and Ordinances. At all times during the Term of this Ground Lease, Tenant shall conform to, obey and comply in all material respects with all present and future laws, ordinances and regulations of all legally constituted jurisdictions existing at the commencement of this Ground Lease, or which should come into existence during the term of this Ground Lease. If Tenant should receive a notice of violation of any regulation

governing this Ground Lease, Tenant shall immediately provide a copy of such notice to the Landlord. Tenant shall burden the exclusive responsibility for remedying any violation and shall be solely responsible for paying any associated fines. Should Tenant fail to address any such violations, the Landlord may exercise its rights under Section 6 of this Ground Lease.

SECTION 9. Quiet Enjoyment. Landlord covenants and agrees that, throughout the Term of this Ground Lease, Tenant may peaceably and quietly enjoy the Property subject, however, to zoning and land use restrictions, any restrictions set forth in this Ground Lease, and Tenant's fulfillment of the covenants and agreements contained in this Ground Lease.

SECTION 10. Construction of Improvements.

10.1 **General Construction.** Tenant shall bear the responsibility, and cost, for all improvements necessary to construct the recreational facility. Such improvements shall include, but not be limited to, building construction, fields, parking lots, utilities, etc. Tenant shall be solely responsible for obtaining any necessary permits for construction. Prior to construction, Tenant shall provide a copy of the construction plans to the Landlord for approval, such approval shall be granted unless the proposed construction would negatively affect the Landlord's remaining property interests. Tenant shall require that all contractors, subcontractors, professionals, etc., requiring a license to perform their respective trades be so licensed. Additionally, Tenant shall require all contractors, subcontractors, etc., include the Landlord as an additional insured on any insurance policies relating to improvements under this Ground Lease.

10.2 **Lien Subordination.** Except as may otherwise be expressly provided in this Ground Lease, Tenant's rights, as well as the rights of anyone else, including, but not limited to, mortgagees, architects, builders/contractors, assignees, successors, mechanic, laborer, materialman, or any other lien or claim holder, shall always be and remain subordinate, inferior, and junior to Landlord's title, interest and estate in the property.

10.3 **Title to Improvements.** During the Term of this Ground Lease, subject to any future amendments, Tenant shall retain title to all improvements made under this Ground Lease. Upon the termination of this Ground Lease, the title to all improvements shall automatically vest with the Landlord, without the Landlord having to take any action of any kind.

SECTION 11. Operation of the Recreational Facility. Tenant shall operate the recreational facility contemplated in this Ground Lease for the duration of the term of this Ground Lease.

SECTION 12. Landlord's Rights. If Tenant should fail to perform any agreement contained herein, Landlord may itself perform, or cause performance of, such agreement, and the reasonable expenses of Landlord incurred in connection therewith shall be payable by the Tenant pursuant to the terms of default in this Ground Lease.

In addition, the Landlord reserves the right, during the lease term to blackout dates necessary for the College to conduct commencement exercises. The Parties agree and acknowledge that it would be detrimental to both the Community College and the Tenant to schedule athletic events at the recreational facility during commencement exercise. Should the Landlord invoke its right under this section to blackout dates for commencement exercises, Landlord shall provide Tenant with as much notice as is practicable but in no event shall the Landlord provide less than one hundred twenty days (120).

SECTION 13. Assignment of Lease. Tenant shall not assign this lease to any other person without the written approval of the Landlord. The Landlord shall not unreasonably withhold such assignment request. Landlord hereby prospectively approves any assignment of the lease to any entity affiliated with the Tenant set forth above. Further, nothing in this section shall prevent the Tenant from sub-leasing the fields/facilities for the use by various athletic teams/leagues. At all such times, Tenant remains responsible to the Landlord for all terms of this Agreement.

SECTION 14. Maintenance of Premises. Tenant shall, at all times during the Term of this Ground Lease, at Tenant's sole cost and expense, keep and maintain the Property and all adjoining areas in good and sanitary order, condition and repair, ordinary wear and tear excepted, and make all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, and foreseen and unforeseen including reasonable and scheduled renewal and replacement thereof. Should the Tenant fail to perform its obligations under this Section of the Ground Lease, the Landlord may, at its sole discretion, (1) declare a default as provided in this Ground Lease; or (2) undertake such obligations and charge it to the Tenant as additional rents as provided in this Ground Lease.

SECTION 15. Indemnification Agreement. Tenant hereby releases and agrees to defend, indemnify and hold harmless, Landlord and all of its trustees, legislators, officials, officers, employees, directors, agents and consultants (hereinafter collectively referred to as the 'Indemnitees') of and from any and all claims, demands, liabilities, losses, costs or, expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and reasonable attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Ground Lease, due to any act or omission (whether intentional or negligent) on the part of Tenant, and its agents, invitees, guests, or employees or others working at the direction of Tenant, or its behalf, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation, but shall not include any liability for any criminal, tortious, or intentional acts of the Indemnitees. This indemnification extends to the successors and assigns of Tenant, and this indemnification survives the expiration or termination of this Ground Lease and the dissolution or to the extent allowed by law, the bankruptcy of Tenant. This indemnification does not extend beyond the scope of this Ground Lease and the Construction Documents and the work undertaken thereunder and does not extend to claims exclusively between the undersigned parties arising from the terms or regarding the interpretation of this Ground Lease.

SECTION 16. Police Services. The Premises shall be subject, at all times during the Term of this Ground Lease, to the jurisdiction of the College's campus security force.

SECTION 17. Insurance. It is the intent of the parties that all risk of loss to the Premises be shifted to insurance to the maximum extent practicable. Accordingly, unless Landlord otherwise agrees in its sole discretion, Tenant shall maintain or cause to be maintained, insurance covering the risks enumerated below to the extent that such insurance is available on commercially reasonable terms. Such insurance shall be written on an occurrence basis unless Landlord otherwise consents in writing, which consent shall not be unreasonably withheld or delayed, but for errors and omissions insurance issued on a claims made basis, Landlord may condition such consent on the purchase of a three (3) year tail policy with such limits as Landlord may reasonably determine appropriate. The policy shall provide that such insurance shall be primary coverage without reduction, or right of offset or contribution on account of any insurance provided by Landlord to itself or its officers, officials or employees, that such insurance shall not be altered or cancelled without thirty (30) days written notice to Landlord, and that such insurance shall name Landlord as additional insured. The insurance policies purchased by Tenant must be issued by a company authorized to conduct business in the State of New York or by a company acceptable to Landlord, with a rating of A or better by A.M. Best. Notwithstanding anything else herein contained, the rights of Landlord to any insurance policies covering the Premises or the Recreational Facility (or any portion thereof) and any and all proceeds paid or payable thereunder shall be in all respects junior and subordinate to the rights of Tenant and Subtenant and any other permitted Leasehold Mortgagee.

17.1 Workers' Compensation & Employer's Liability. At all times prior to the expiration or earlier termination of this Ground Lease during any construction conducted by or on behalf of Subtenant on or about the Property, Tenant shall cause Subtenant to maintain, and cause its Contractor to maintain, Workers' Compensation Insurance covering all employees on or about the Property as required by the laws of the State of New York. The Workers' Compensation policy must include Coverage B-Employer's liability limits of: Bodily Injury by Accident - Five Hundred Thousand Dollars (\$500,000) each accident; and Bodily Injury by Disease - Five Hundred Thousand Dollars (\$500,000) each employee. Tenant shall cause Subtenant to require Contractor and all subcontractors performing work under this Ground Lease to obtain an insurance certificate showing proof of Workers' Compensation and Employer's Liability Insurance.

17.2 Property Insurance. At all times during the Term of this Ground Lease, Tenant shall maintain property insurance in an amount not less than full replacement value of the improvements.

17.3 General Liability. At all times during the Term of this Ground Lease, Tenant shall maintain or cause to be maintained a primary Commercial General Liability insurance policy ("COL") covering all claims for bodily injury and property damage, including loss of use thereof, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, with deductible provisions not to exceed Ten Thousand Dollars (\$10,000.00) per occurrence, to include personal and advertising injury, general aggregate, products and completed operations aggregate insurance beginning at the completion of each project component, and contract liability to cover all insurable obligations in this Ground Lease. Coverage shall be specific for the Recreational Facility or, upon approval of

Landlord, covered under umbrella or pooled policies. The policy or policies must be on an "occurrence" basis unless waived by Landlord. The CGL policy shall include contractual liability coverage, which shall be endorsed to state that indemnity obligations specified in this Ground Lease are insured by the carrier.

17.4 Automobile. At all times during the Term of this Ground Lease, Tenant shall maintain or cause to be maintained business automobile insurance (with deductible provisions not to exceed Ten Thousand Dollars (\$ 10,000.00), per occurrence) with liability limits of not less than One Million Dollars (\$1,000,000.00) combined single limit covering liability arising out of the use of any of Subtenant's vehicles used in conjunction with the Recreational Facility, whether owned, non-owned or hired.

17.5 Errors and Omissions. Tenant shall cause Subtenant to require Contractor to obtain and maintain or cause to be obtained and maintained, for a period of one (1) year after the substantial completion of the Recreational Facility, a Design/Builder Professional Errors and Omissions insurance policy covering Contractor and all architects, engineers, specialists, consultants and/or employees required to be insured by Landlord, all such insurance to be in an amount and with coverage subject to the reasonable approval of Landlord. Coverages may be specific for the Recreational Facility or aggregated with insurance for other undertakings of the insureds.

17.6 Umbrella. Tenant shall maintain or cause to be obtained and maintained an additional umbrella or nil risk coverage in the minimum amount of Five Million Dollars (\$5,000,000.00) for any one occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate, which shall include all insured coverages required by this Section of this Ground Lease.

17.7 Loss Payable Clauses. The contracts or insurance required by this Section shall contain standard loss payable clauses in favor of Landlord, Tenant, and each Leasehold Mortgagee as their respective interests may appear.

17.8. No Invalidation of Insurance by Tenant. Tenant agrees and covenants that it will not do or permit to be done in, to, or about the Premises any act or thing which will violate, suspend, invalidate or serve to increase the premium rate of or make inoperative any insurance pertaining to any buildings, other structures or improvements now located in or upon the College Campus or hereafter constructed and located thereon or therein; and, further, that Tenant will not cause any buildings, other structures or improvements at any time to be put, kept or maintained on the Property in the condition that the same cannot be insured in the amount of the full insurable replacement value thereof.

17.9 Delivery of Insurance Certificates. Upon the commencement of this Ground Lease and at each policy renewal date, Tenant shall furnish to Landlord at the address set forth in the "Notice" Section of this Ground Lease an insurance certificate or renewal certificate evidencing all insurance required to be carried by Subtenant on behalf of Tenant in accordance with this Ground Lease, listing Landlord as the certificate holder. The insurance certificate must document that the liability insurance coverage purchased

by Subtenant shall include contractual liability coverage to insure all insurable obligations in this Ground Lease.

17.10 Evidence of Payment of Premiums. Upon request by Landlord, Tenant shall within twenty (20) days of payment furnish to Landlord duplicate receipts or satisfactory evidence of the payment of all premiums on any and an insurance required to be carried in accordance with this Ground Lease.

17.11 Review of Coverage. At the end of each three (3) year period during the Term of this Ground Lease, or, at any time upon the request of either Landlord or Tenant, Landlord and Tenant shall review the terms, conditions, coverages and limits of any or all of the policies required above, and at that time, shall cause such coverages and liability limits to be adjusted as reasonably agreed upon by Landlord and Tenant.

SECTION 18. Damage or Destruction. Should any building, other structures or improvements constructed by Tenant and located on or within the Property be damaged or destroyed by fire or any other casualty whatsoever during the Term of this Ground Lease, Tenant, within one hundred eighty (180) days from the date of such damage or destruction, elect to either (1) pay in full any Leasehold Mortgages using the insurance proceeds, provided that, at Landlord's election, Tenant demolishes and removes the Recreational Facility; or (2) Tenant shall commence the work of repair, reconstruction, restoration, or replacement and shall prosecute the same with all reasonable dispatch, until such buildings, other structures or improvements shall have been repaired, reconstructed or restored as nearly as practicable to the same condition as prior to such damage.

SECTION 19. Mortgaging of the Leasehold. Tenant, and every successor and assign of Tenant, shall have the right, in addition to any other rights granted in this Ground Lease, to encumber its interest in this Ground Lease with Landlord's consent, which consent shall not be unreasonably withheld, under any one or more Leasehold Mortgages, upon the condition that all rights acquired under the Leasehold Mortgage shall be subject to each of the provisions set forth in this Ground Lease and to all rights and interests of Landlord herein. Neither Tenant, nor any successor or assign of Tenant, shall have the right, power or authority to place a lien or otherwise encumber Landlord's fee simple title to the Property. In accordance with the foregoing, Landlord hereby consents to Tenant's encumbrance of its interest in this Ground Lease pursuant to a Leasehold Mortgage which shall secure outstanding principal indebtedness incurred in connection with the initial construction, equipping and financing of the Recreational Facility (the "Initial Leasehold Mortgage").

SECTION 20. Events of Default. Each of the events described in Subsection 20.1 and Subsection 20.2 below that give rise to the right of Landlord to declare Tenant to be in default under this Ground Lease shall be referred to herein as an "Event of Default".

20.1 Failure to Comply with Obligations. In the event that Tenant fails or refuses to observe, perform, or comply with any of the provisions of this Ground Lease, Landlord may, by serving written notice on Tenant, the Trustee and/or the Leasehold Mortgagees,

declare Tenant to be in default of Tenant's obligations under this Ground Lease. Except as otherwise provided in Subsection 20.2 of this Ground Lease, in the event of Tenant's failure to completely and totally remedy or cure any such default within thirty (30) days after the date of the written notice from Landlord, or, if complete and total remedy or cure (except for a default with respect to the payment or monetary sums) cannot be effected despite a good faith effort to effect such remedy or cure within the said thirty (30) days, in the event of Tenant's failure to commence within the said thirty (30) days a good faith effort to completely, and totally cure the default within a reasonable period commensurate with the nature of the default but in no event longer than (6) months after the commencement, Landlord may pursue one of the options set forth in Subsection 20.3 below.

20.2 Bankruptcy, Appointment of a Receiver, Debtor Relief Proceedings, General Assignment for Benefit of Creditors, Levy upon Property, Abandonment. In addition to the happening of any event set forth in Subsection 20.1 above, Landlord may, at its option, declare a default of this Ground Lease and immediately elect one or the options provided in Subsection 20.3 of this Ground Lease upon the happening of any or all of the following events:

- (A) If Tenant is adjudicated as a bankrupt; or
- (B) If a permanent receiver is appointed for Tenant's interest in the Premises and such receiver is not removed within ninety (90) days after notice from Landlord to Tenant to obtain such removal; or
- (C) If Tenant voluntarily or involuntarily takes advantage of any debtor relief proceedings under any present or future law whereby the Rent or any part thereof is reduced or payment thereof deferred and said proceedings are not dismissed within ninety (90) days after notice from Landlord to Tenant to obtain such dismissal; or
- (D) If Tenant or Subtenant makes a general assignment for benefit of creditors; or
- (E) If the Premises or Tenant's effects or interests therein are levied upon or attached under process against Tenant and the same is not satisfied or dissolved within ninety (90) days after notice from Landlord to Tenant to obtain satisfaction or dissolution thereof.
- (F) Tenant's refusal to take possession of the Property when tendered, or voluntary abandonment of the Premises, or (except for the period of repair after a casualty) cessation of construction or operation by Tenant for ninety (90) consecutive days.

20.3 Remedies. Upon the occurrence of an Event of Default and the expiration of the applicable cure period, as it applies to each of Tenant, the Trustee and the Leasehold Mortgagees, as provided in Subsection 20.1 or Subsection 20.2 above, Landlord may pursue one of the following options:

(A) Terminate this Ground Lease and the Sublease immediately upon written notice thereof to Tenant and thereafter, without legal process, enter upon and take possession and control of the Premises to the complete exclusion of Tenant. Landlord may also demand, collect and retain all rents due from tenants occupying the Premises and Landlord may otherwise treat and occupy the Premises as if this Ground Lease had expired of its own limitation. The failure of Landlord to exercise such rights after one or more defaults shall not be a waiver of the rights of Landlord upon any subsequent default; or

(B) As Tenant's legal representative, without terminating this Ground Lease, re-let the Premises upon receiving the written consent of the Leasehold Mortgagee. Such reletting may be accomplished without advertisement and by private negotiations for such term or terms and at such rental or rentals as Landlord in its sole discretion may deem proper and advisable, with the right to make alterations and repairs to the Premises. Upon each such reletting.

(1) Tenant shall be immediately liable to pay to Landlord, in addition to any sums due hereunder, the reasonable cost and expenses of such reletting and of such alterations and repairs incurred by Landlord, and

(2) Subject to applicable law, rents received by Landlord from such reletting shall be applied as follows: *First*, to the payment of any costs and expenses of such re-letting and of such alteration and repair; *Second*, to the payment of Rent due and unpaid under this Ground Lease; and *Third*, the residue, if any, shall be held by Landlord, in escrow, and (a) applied to the payment of the Rent as the same shall become due under this Ground Lease and (b) if any balance shall then remain, paid to Tenant at the termination of this Ground Lease. Landlord shall in no event be liable to Tenant for any interest on the said residue.

SECTION 21. Expiration or Termination.

21.1 Extinguishment of Tenant's Rights. Upon the termination or expiration of this Ground Lease from any cause, all rights and interests of Tenant, and all persons whomsoever claiming by, through or under Tenant (with the exception of the rights of a Leasehold Mortgagee under this Ground Lease), shall immediately cease and terminate, and the Premises, including all buildings, improvements, or any furnishing or fixtures attached to or within the Premises, shall thenceforward constitute and belong to and be the absolute property of Landlord or Landlord's successors and assigns, without further act or conveyance, and without liability to make such compensation to Tenant, or to anyone whomsoever, and free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by

Tenant at any time. Tenant shall, at the termination of this Ground Lease, surrender unto Landlord, the Premises with the then existing buildings, other structures and improvements constructed and located thereon and therein, in the same condition as when the construction of such buildings, other structures, and improvements was completed, only natural and normal wear and tear excepted, unless Tenant shall be absolved of Tenant's obligation to repair, reconstruct, restore or replace damaged or destroyed buildings, other structures or improvements pursuant to this Ground Lease.

21.2 Prepaid Items Assigned. Upon the expiration of the Term of this Ground Lease, or upon the prior termination of this Ground Lease from any cause, all expense items prepaid by Tenant with respect to constructing, operating, maintaining and protecting the Premises, including, but not limited to, prepaid insurance premiums and any tax and utility deposits, shall inure to the benefit of and become the property of Landlord and to this extent Tenant does hereby transfer, assign and convey any such prepaid expense items to Landlord.

21.3 Amounts Remaining in Funds and Accounts. Upon the expiration of the Term of this Ground Lease, or upon the prior termination of this Ground Lease from any cause, any amounts remaining in any fund, account or reserve created in connection with the maintenance of the Property, or the management of the Recreational Facility, shall inure to the benefit of and become the property of Landlord and to this extent Tenant does hereby transfer, assign and convey any such funds to Landlord.

SECTION 22. Access to Premises. Landlord, its authorized representatives, agents, employees and attorneys may, upon two (2) business days' notice to Tenant, when practicable, but shall be under no duty to, enter the Premises at reasonable times and hours, to inspect the Property in order to determine whether Tenant is complying with its undertakings, duties and obligations under this Ground Lease, to make such repairs, additions, improvements, changes, or alterations to the Premises as Landlord may elect to make in accordance with the terms and provisions of this Ground Lease (Landlord agreeing to provide when practicable, five (5) business days written notice of its intent to make such repairs, additions, improvements, changes, or alterations to the Premises, except in the case of an emergency where no such prior notice shall be required). Such entry, inspection and repairs, additions, improvements, changes, or alterations as Landlord may make of the Premises shall not constitute an eviction of Tenant in whole or in part, and the Rent shall in no way abate by reason of loss or interruption of the business of Tenant or otherwise while such work is being done. Landlord agrees to employ its reasonable effort to minimize any interruption to the business operations of Tenant resulting from Landlord's (or its designated representatives') work in or on the Premises. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation or liability whatsoever for care, supervision, repair, improvement, additions, improvement, change, or alteration to the Premises other than as herein expressly provided.

SECTION 23. Property Subject to Zoning. Tenant acknowledges that it is taking the Property subject to all zoning regulations and ordinances now or hereafter in force and applicable to the Property, if any, including, but not limited to, those as to building line and setback.

SECTION 24. Condemnation. The term "condemnation" as used in this Ground Lease means the taking or appropriation of property, or any interest therein, in exercise of the power or right of eminent domain or such taking for public or quasi-public use, or any state of facts relating to the taking or appropriation of property, which, without an actual taking or appropriation, shall result in direct or consequential damages to the Property or the leasehold interest herein. Such term shall also be deemed to include to the extent not otherwise defined in this paragraph, a temporary taking of the Property or any part thereof or the improvements thereon for a period of one year or more, and the taking of the leasehold interest created herein.

24.1 Total Condemnation. If all of the Property (or such substantial portion thereof as shall, in Landlord's sole discretion, make it economically unfeasible to continue to operate the remaining portion for the purposes herein) is so condemned, this Ground Lease shall terminate on the date title to the Property vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of Landlord to recover just and adequate compensation from any such condemnor. If this Ground Lease is terminated as provided in this Subsection, Tenant shall pay Landlord the Rent for the year in which the Property is taken, up to the date of such termination. The Rent shall be payable within sixty (60) days after the date the Ground Lease is terminated.

24.2 Division of Award—Total Condemnation. If the Property is totally condemned as provided in Section 24.1 of this Ground Lease, the condemnation proceeds shall be paid as follows:

(A) Tenant first shall be entitled to receive such portion of the condemnation proceeds as shall equal the principal balance and accrued interest on and all other sums owing under the leasehold Mortgages which shall be directly paid to the Leasehold Mortgagee.

(B) Landlord shall then be entitled to receive the balance of the condemnation proceeds.

24.3 Partial Condemnation. In the event of a taking of less than a total taking as provided in Section 24.1 of this Ground Lease, this Ground Lease shall terminate as to the condemned portion of the Property on the date title to the condemned portion of the Property vests in the condemnor; provided, however, that such termination shall be without prejudice to the rights of Landlord to recover just and adequate compensation from all such condemnors. The provisions of this Ground Lease shall remain in full force and effect as to the portion of the Property not condemned.

24.4 Division of Award - Partial Condemnation. Subject to the controlling provisions of the Bond Documents, if the Property is partially condemned as provided in Section 24.3 of this Ground lease, the condemnation proceeds shall be paid as follows:

(A) Tenant first shall be entitled to receive such portion of the condemnation proceeds as shall equal the Leasehold Mortgagees' equitable portion of

the principal balance and accrued interest on and all other sums owing under the Bonds and the Leasehold Mortgages, which shall be paid directly to the Trustee and the Leasehold Mortgages.

(B) Landlord shall then be entitled to receive the balance of the Condemnation Proceeds.

SECTION 25 Estoppel Certificates. Landlord and Tenant will execute, acknowledge and deliver to the other promptly upon request, a certificate certifying as to the following:

25.1 Validity of Lease. That this Ground Lease is unmodified and in full force and effect (or, if there have been modifications, that this Ground Lease is in full force and effect, as so modified, and stating the modifications);

25.2 Payment of Rent. The dates through which the Rent under this Ground Lease has been paid;

25.3. Amount of Rent Due. The amount of the Rent then payable; and

25.4 Defaults by Tenant. That no notice has been given by Landlord to Tenant of any default or other failure to comply under this Ground Lease which has not been cured and to the best of its knowledge and belief no Event of Default exists (or, if there has been any such notice given or an Event of Default exists, describing the same). Certificates from Landlord and Tenant pertaining to the same matters may be relied upon by any prospective Leasehold Mortgagee or by any prospective assignee of an interest under this Ground Lease as to all or any portion of the Property.

SECTION 26. Notices.

26.1 Notices Given to Landlord. Unless a different address is given to Tenant in writing, all notices required to be given to Landlord hereunder shall be mailed by United States certified or registered mail, return receipt requested, with a copy thereof wired by telegraphic means or delivered by commercial overnight delivery service, to Landlord at the following address:

Schenectady County
620 State Street
Schenectady, New York 12305
Attention: Schenectady County Manager and Schenectady County Attorney

with a copy to:

Schenectady County Community College
78 Washington Avenue
Schenectady, New York 12305
Attention: President

26.2 Notices Given to Tenant. All notices required to be given to Tenant hereunder shall, until a different address is given to Landlord in writing, be mailed by United States certified or registered mail, return receipt requested, with a copy thereof wired by telegraphic means or delivered by commercial overnight delivery service, to Tenant at the following address:

Northeast Rush, LLC
87 Beacon Hill Dr
Southbury Connecticut, 06488

26.3 Method of Giving Notice. Notwithstanding anything contained in this Ground Lease to the contrary, any notice required to be given to Landlord or Tenant hereunder shall be deemed to have been given and shall be effective as of the date such notice is received or refused reflected on said notice. All notices, demands or requests which are required or permitted by the provisions of this Ground lease shall be in writing.

SECTION 27. Hazardous Materials.

- (A) As used in this Ground Lease, the term "hazardous or toxic substances" shall mean means any explosives, radioactive materials, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereafter in effect;
- (B) During the Term of this Ground Lease, Tenant shall not cause or permit any activity to take place on, in, above or under the Premises which will generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process any hazardous or toxic substances, except in compliance with all applicable Federal, State and local laws, orders, rule, regulations or ordinances;
- (C) During the Term of this Ground Lease, Landlord and Tenant shall promptly comply with any law, ordinance, order, judgment, rule, regulation or government action relating to protection of health or environment in connection with its use or ownership of the Premises;
- (D) In the event any hazardous or toxic substance is discovered on, in, above or under the Premises which is the result of or is caused by Tenant or Landlord during the Term of this Ground Lease on or in the Premises, or use thereof, Tenant or Landlord shall cause such substance to be removed from the Premises in a timely manner in accordance with all governmental requirements, at its sole cost and expense.;

- (E) Tenant shall cause Subtenant to permit Landlord or Landlord's agents to conduct any inspections or tests on, in, above or under the Premises which Landlord may deem necessary or desirable, provided such tests do not unreasonably interfere with Tenant's use of the Premises; and
- (F) Each party shall give the other party prompt notice of any accident or occurrence which results in the release of any hazardous or toxic substance on, in, above or under the Premises, or of any action brought by or threatened by any governmental agency against that party to enforce any law, order, judgment, rule, regulation, or ordinance relating to protection of health or the environment, or of any litigation commenced or threatened in writing to be commenced against that party, or of any settlements reached by that party with any person or group alleging the presence, disposal, release or threatened release of any hazardous or toxic substance, on, in, above or under, or arising from any activity conducted by that party on the Premises or that party's use or ownership thereof, or of the discovery during the initial Term of this Ground Lease or any renewal term of this Ground Lease by that party of PCBs asbestos, petroleum products or any other toxic or hazardous substance on, in or under the Premises; and
- (G) For the purposes of this Ground Lease, the term "hazardous and toxic substances" shall be irrebuttably presumed to include oil, fuel, glycol and other petroleum products.

SECTION 28. Holding over by Tenant. Tenant shall not use or remain in possession of the Premises after the termination of this Ground Lease. Any holding over, or continued use or occupancy by Tenant or Subtenant after the termination of this Ground Lease, without the written consent of Landlord, shall not constitute a tenant at will interest on behalf of Tenant or Subtenant, but shall be deemed a tenancy at sufferance and Tenant shall be liable for Rent and all other expenses, obligations and payments at the rate in effect for the immediately preceding year of the Term of this Ground Lease. Tenant expressly agrees to indemnify and hold Landlord harmless from all loss and damages; direct and consequential, which Landlord may suffer in defense of claims by other parties against Landlord, arising out of the holding over by Tenant, including, without limitation, reasonable attorneys' fees which may be incurred by Landlord in defense of such claims. Acceptance of Rent by Landlord subsequent to the expiration of the Term of this Ground Lease shall not constitute consent to any holding over. Landlord, at its option, may forthwith re-enter and take possession of the Premises without process, or by any legal process in force. There shall be no renewal whatsoever of this Ground Lease by operation of law.

SECTION 29. Miscellaneous.

29.1 No Waiver of Rights by Landlord. No failure of Landlord to exercise any power given Landlord under this Ground Lease or to insist upon strict compliance by Tenant with its undertakings duties and obligations under this Ground Lease, and no custom or practice of the parties to this Ground Lease at variance with the provisions of this Ground lease shall constitute a waiver of Landlord's right to demand exact compliance with the provisions contained in this Ground Lease.

29.2 Rights are Cumulative. All rights, powers and privileges conferred in this Ground Lease upon both parties hereto shall be cumulative.

29.3 Provisions are Binding Upon Assigns and Covenants are Real. It is mutually covenanted, understood and agreed by and between the parties to this Ground Lease, that each of the provisions of this Ground Lease shall apply to, extend to, be binding upon and inure to the benefit or detriment of not only the parties to this Ground Lease, but also the legal representatives, successors and assigns of Landlord and Tenant hereto, and shall be deemed and treated as covenants real running with the Property during the Term of this Ground Lease. Whenever a reference to the parties to this Ground Lease is made, such reference shall be deemed to include the legal representatives, successors and assigns of said party, the same as if in each case expressed.

29.4 New York Law Applies. This Ground Lease shall be governed, construed, performed and enforced in accordance with the laws of the State of New York.

29.5 All Genders and Numbers Included. Whenever the singular or plural number, or masculine, feminine, or neuter gender is used in this Ground Lease, it shall equally apply to, extend to, and include, the other.

29.6 Invalidity of Provision or Part Thereof. In the event any provision, or any portion of any provision of this Ground Lease is held invalid, the other provisions of this Ground lease and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

29.7 Time is of the Essence. All time limits stated in this Ground Lease are of the essence of this Ground Lease.

29.8 Section Captions are to be Disregarded. The captions of the numbered sections of this Ground Lease are for purposes of identification and convenience only and are to be completely disregarded in construing this Ground lease.

29.9 No Partnership or Agency. Nothing in this Ground Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Ground Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided herein.

29.10 Recordation of Memorandum of Lease. Landlord and Tenant agree that the parties shall execute, acknowledge and deliver simultaneously with the execution of this Ground Lease, in recordable form, a memorandum of lease setting forth the basic terms of this Ground Lease.

29.11 Counterparts. This Ground Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed original and all of which, when taken together, shall constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

29.12 No Waiver of Sovereign Immunity. Nothing in this Ground Lease shall be construed to waive the sovereign immunity of the State or any entity thereof, including Landlord.

29.13 No Merger. So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgagees shall have otherwise agreed in writing, the fee title to the Property and the leasehold created hereby shall not merge' but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold by Landlord or Tenant or by a third party by purchase or otherwise.

29.14 Entire Agreement Contained Herein. The making, execution and delivery of this Ground Lease by Tenant has not been induced by any representations, statements, covenants or warranties by Landlord except for those contained in this Ground Lease. This Ground Lease constitutes the full, complete and entire agreement between and among the parties hereto; no agent, employee, officer, representative or attorney of the parties hereto has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written; in connection herewith modifying, adding to, or changing the provisions of this Ground Lease. No amendment of this Ground Lease shall be binding unless such amendment shall be in writing, signed by both parties hereto and attached to, incorporated in and by reference made a part of this Ground Lease.

29.16 No Recourse: Special Obligation.

- (A) The obligations and agreements of the Tenant contained herein shall be deemed the obligations and agreements of the Tenant, and not of any member, officer, agent or employee of the Tenant in his individual capacity. and the members, officers, agents and employees of the Tenant shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.
- (B) No order or decree of specific performance with respect to any of the obligations of the Tenant hereunder shall be sought or enforced against the Tenant unless Landlord shall first have requested the Tenant in writing to take the action sought in such order or decree of specific performance, and ten (10) days shall have elapsed from the date of receipt of such request, and the Tenant shall have refused to comply with such request (or, if compliance therewith would reasonably be expected to take longer than ten (10) days, shall have failed to institute and diligently pursue action to cause compliance with such request) or failed to respond within such notice period.

IN WITNESS WHEREOF, landlord and Tenant have caused this Ground Lease Agreement to be duly executed in duplicate counterparts, each of which shall be deemed to be an original, the day and year first above written.

[Signature Page on Next Page]

LANDLORD:

**Schenectady County, acting in its own capacity
and as Trustee for the Benefit of Schenectady
County Community College**

**Rory Fluman
County Manager**

Approved as to form and Content:

Christopher H. Gardner, County Attorney

TENANT:

Northeast Rush, LLC

By: John-Christopher Salvatore

Exhibit A

Exhibit B

Rental Rates

Basketball Courts

- (1) Court \$100 per hour
- (2) Courts \$175 per hour
- (3) Courts \$250 per hour
- (4) Courts \$300 per hour

Soccer Indoor Field

- ½ Field \$200 per hour
- Full Field \$300 per hour

Entire Dome

- Full Use \$500 per hour

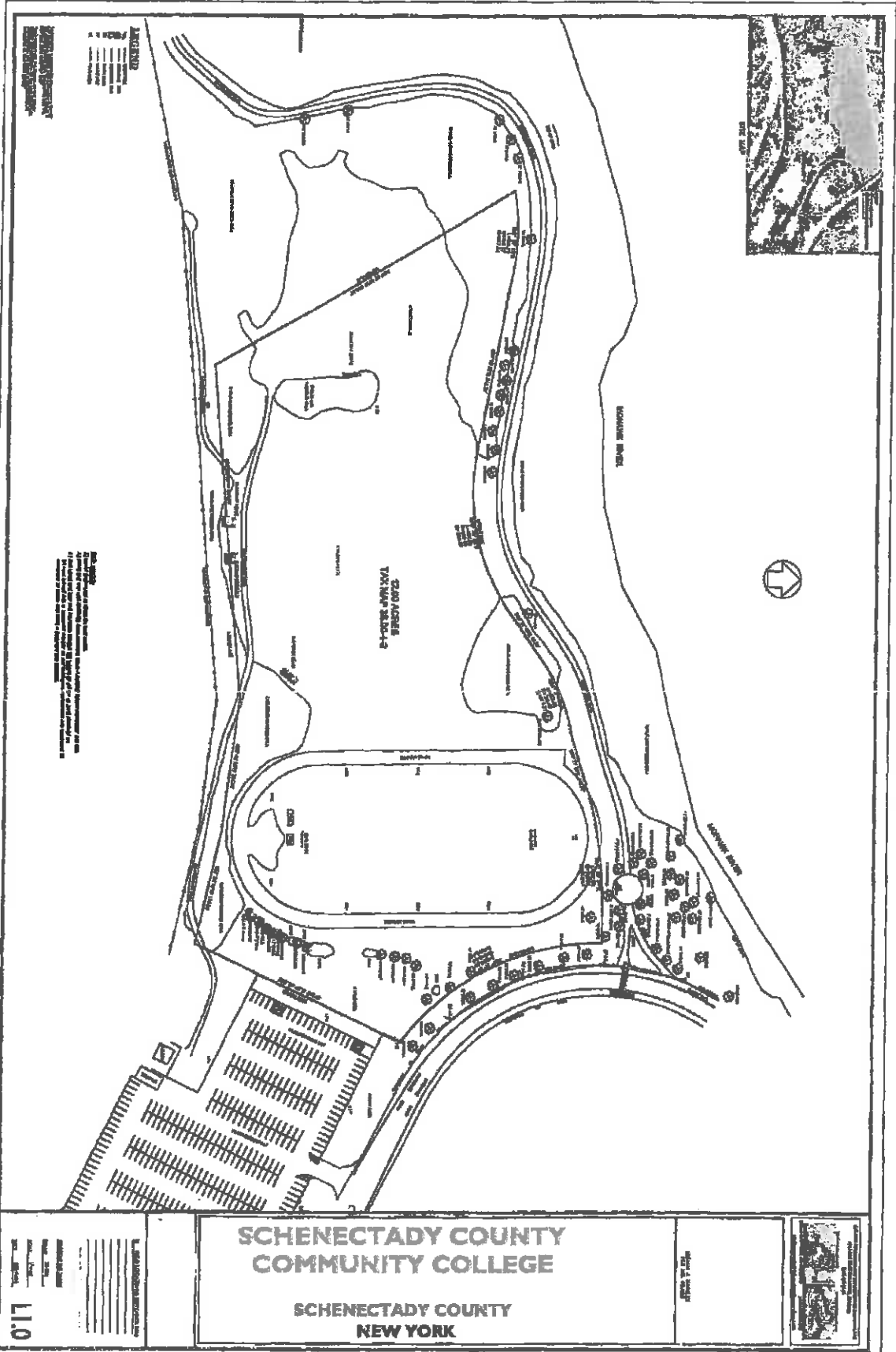
Soccer Outdoor Fields

- Turf Field \$200 per hour
- Grass Field \$100 per hour
- Stadium TBD

Additional Charges

- Supervision \$75 per hour per person
- Janitorial \$50 per hour per person

SURVEY AND PROPERTY DESCRIPTION



**DESCRIPTION OF
LEASE PARCEL BETWEEN SCHENECTADY COUNTY
AND NORTHEAST RUSH, LLC
CONTAINING 12.00 +/- ACRES**

All that certain track of land situate in the Town of Rotterdam, County of Schenectady, State of New York, being a portion of tax map parcel 38.00-4-2 and lying 25 feet West of the edge of the Schenectady County Community College athletic fields parking lot and being more particularly bounded and described as follows:

Beginning at the point located 25 feet Westerly and 29.64' Northerly from the Northwest corner of the Schenectady County Community College athletic fields parking lot near the existing running track off New York State Route 5. Thence through the lands now or formerly of Schenectady County as shown on the Town of Rotterdam tax map 38.00-4-2 the following thirteen courses: 1) South 25 deg 59 min. 40 sec. West a distance of 347.45 feet on a line parallel to said parking lot edge to a point; 2) North 77 deg. 21 min. 30 sec. West a distance of 176.88 feet to a point and 3) North 82 deg. 44 min. 58 sec. West a distance 204.39 feet to a point; 4) South 85 deg. 09 min 21 sec West a distance of 515.05 feet to a point; 5) North 30 deg. 05 min.59 sec. West a distance of 530.14 feet to a point; 6) on a curve to the right with a 397.24 foot radius and a chord bearing and distance of South 86 deg. 51 min. 43 sec. East a distance of 155.77 feet to a point; 7) South 79 deg. 15 min. 57 sec. East a distance of 242.22 feet to a point; 8) on a curve to the left with a 320.09 foot radius and a chord bearing and distance of North 78 deg. 48 min. 59 sec. East a distance of 250.85 feet to a point; 9) North 55 deg. 37 min. 05 sec. East a distance of 87.90 feet to a point; 10) on a curve to the right with a 274.31 foot radius and a chord bearing and distance of North 67 deg. 13 min. 09 sec. East a distance of 126.47 feet to a point; 11) North 73 deg. 11 min.39 sec. East a distance of 117.77 feet to a point; 12) on a curve to the right with a 744.97foot radius and a chord bearing and distance of North 85 deg. 42 min. 57 sec. East a distance of 212.00 feet to a point and 13) on a curve to the left with a 384.44 foot radius and a chord bearing and distance of South 26 deg. 19 min. 27 sec. East a distance of 346.84 feet to the point of beginning, containing 12.00 +/- acres of land.

This lease line description was prepared from a survey without the benefit of an up to date abstract or title report and is therefore subject to any easements, restrictions and covenants or any statement of facts that such documents may disclose.

Prepared by:


William J. Hartley, PLS

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: John P. McPhillips, Jr., Commissioner of Finance 

DATE: September 1, 2022

SUBJECT: Capital Budget Amendment – Purchase of 754 State Street – Development of a City Food Market

The Schenectady County Department of Finance provides the following amendment to the County's 2022 Capital Budget providing funding to for the purchase of land, building, and infrastructure located at 754 State Street located in the City of Schenectady. This location is under consideration for the development of a food market to better meet the food security and nutritional needs of residents within the City of Schenectady.

Presently, this amendment allocates \$1 million in funding from the American Rescue Act to finance the acquisition and development of the project. This funding is presently included in the County's Undesignated Fund Balance.

CAPITAL BUDGET

For Capital Project H1620220080 – Purchase of 754 State Street – Development of Food Market

Increase Expense String By:

H521620.201001	Capital – Buildings and Grounds	<u>\$1,000,000</u>
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Increase Revenue String By:

H99901.503101	Interfund Revenue - General	<u>\$1,000,000</u>
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Increase Appropriation Code By:

A599950.906	Transfer to Capital	<u>\$1,000,000</u>
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Increase Appropriated Fund Balance By:

A599	Appropriated Fund Balance	<u>\$1,000,000</u>
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I recommend that this budget amendment be presented to the County Legislature for its consideration.



PROPOSED LOCAL LAW NO. C-22

COUNTY OF SCHENECTADY

Introduced by Legislator Hughes:

A LOCAL LAW AUTHORIZING THE LEASE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY

BE IT ENACTED by the Legislature of the County of Schenectady, as follows:

Section 1: Intent and Purpose.

It is declared to be the intent and purpose of this law to enable the County of Schenectady to have the general care and control of the corporate real and personal property of the County, and to promote, create, develop, or expand business, commerce, industry or job opportunities within the corporate limits of the County in order to benefit the inhabitants thereof in accordance with the New York State County Law.

Section 2: Local Law 9 of 2020 is hereby repealed.

Section 3: Notwithstanding the provisions of section two hundred fifteen of the County Law or any other provision of law to the contrary, this Legislature hereby determines that County real property in the Town of Rotterdam as hereinafter described is no longer necessary for public use by the County and that all the rights and privileges of the County in such real property shall be leased to Northeast Rush, LLC. for a period exceeding five years, without public advertisement or competitive bidding.

Section 4: The parcel of real property situated in the Town of Rotterdam and County of Schenectady, State of New York, subject to this Local Law is described as follows:

All that certain track of land situate in the Town of Rotterdam, County of Schenectady, State of New York, being a portion of tax map parcel 38.00-4-2 and

lying 25 feet West of the edge of the Schenectady County Community College athletic fields parking lot and being more particularly bounded and described as follows:

Beginning at the point located 25 feet Westerly and 29.64' Northerly from the Northwest corner of the Schenectady County Community College athletic fields parking lot near the existing running track off New York State Route 5. Thence through the lands now or formerly of Schenectady County as shown on the Town of Rotterdam tax map 38.00-4- 2 the following thirteen courses: 1) South 25 deg 59 min. 40 sec. West a distance of 347.45 feet on a line parallel to said parking lot edge to a point; 2) North 77 deg. 21 min. 30 sec. West a distance of 176.88 feet to a point and 3) North 82 deg. 44 min. 58 sec. West a distance 204.39 feet to a point; 4) South 85 deg. 09 min 21 sec West a distance of 515.05 feet to a point; 5) North 30 deg. 05 min.59 sec. West a distance of 530.14 feet to a point; 6) on a curve to the right with a 397.24 foot radius and a chord bearing and distance of South 86 deg. 51 min. 43 sec. East a distance of 155.77 feet to a point; 7) South 79 deg. 15 min. 57 sec. East a distance of 242,22 feet to a point; 8) on a curve to the left with a 320.09 foot radius and a chord bearing and distance of North 78 deg. 48 min. 59 sec. East a distance of 250.85 feet to a point; 9) North 55 deg. 37 min. 05 sec. East a distance of 87.90 feet to a point; 10) on a curve to the right with a 274.31 foot radius and a chord bearing and distance of North 67 deg. 13 min. 09 sec. East a distance of 126.47 feet to a point; 11) North 73 deg. 11 min.39 sec. East a distance of 117.77 feet to a point; 12) on a curve to the right with a 744.97foot radius and a chord bearing and distance of North 85 deg. 42 min. 57 sec. East a distance of 212.00 feet to a point and 13) on a curve to the left with a 384.44 foot radius and a chord bearing and distance of South 26 deg. 19 min. 27 sec. East a distance of 346.84 feet to the point of beginning, containing 12.00 +/- acres of land.

Section 5: The Legislature hereby authorizes the County Manager, after approval of the County Attorney as to form and content, to negotiate and enter into a ground lease agreement for the real property hereinbefore described for use by Northeast Rush, LLC., in furtherance of a public or municipal purpose of the County of Schenectady. The lease shall include at least the following provisions:

1. The term shall be more than five years but less than forty years (can include a renewal of up to forty years); and
2. The tenant shall be Northeast Rush, LLC., or its affiliated entity, and the lease shall not be otherwise assigned without approval of the County;

Section 6: For purposes of this Local Law, the definition of public purpose shall specifically include the construction and operation of buildings, structures and

other facilities, including indoor and outdoor recreational facilities, to be determined by Northeast Rush, LLC., in order to assist in the stabilization and growth of the City of Schenectady in order to, by its existence, promote, create, develop, or expand business, educational institutions, commerce, industry or job opportunities within the County of Schenectady.

Section 7: This Local Law shall become effective forty-five (45) days after its final adoption, publication and filing, subject to permissive referendum in accordance with Section twenty-four of the Municipal Home Rule Law, unless within such forty-five (45) day period there be filed with the Clerk of the Legislature of the County of Schenectady a petition protesting against such Local Law, signed and authenticated as herein required by qualified electors of the County of Schenectady, registered to vote therein at least ten (10) per centum of the total number of votes cast for governor as the last gubernatorial election in the County of Schenectady.

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Economic Development and Planning
Dual Reference: Ways and Means
Initiative: EDP 17

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT FOR THE OPTION AND PURCHASE OF CERTAIN REAL PROPERTY

Purpose and General Idea:

Provides authorization to enter into an agreement for the option and purchase of real property located at 754 State Street, Schenectady for \$950,000 utilizing American Rescue Plan Act Funds

Summary of Specific Provisions:

Authorizes the County to enter into an agreement for the option and purchase of real property located at 754 State Street, Schenectady for \$950,000 utilizing American Rescue Plan Act Funds. Once purchased, the County can begin the issuance of a request for proposals (RFP) so that this site can be developed into a food market. This area has been identified as one of several food deserts with the County, and the addition of a food market with excellent bus service, easy accessibility from Albany Street and State Street, and affordable, healthy food would improve the quality of living for many residents within the area, particularly those in low to moderate income communities.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2022 Capital Budget providing funding to for the purchase of land, building, and infrastructure located at 754 State Street located in the City of Schenectady. This location is under consideration for the development of a food market to better meet the food security and nutritional needs of residents within the City of Schenectady.

Presently, this amendment allocates \$1 million in funding from the American Rescue Act to finance the acquisition and development of the project. This funding is presently included in the County's Undesignated Fund Balance.

CAPITAL BUDGET

For Capital Project H1620220080 – Purchase of 754 State Street – Development of Food Market

Increase Expense String By:

H521620.201001	Capital – Buildings and Grounds	\$1,000,000
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Increase Revenue String By:

H99901.503101	Interfund Revenue - General	\$1,000,000
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Increase Appropriation Code By:

A599950.906	Transfer to Capital	\$1,000,000
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Increase Appropriated Fund Balance By:

A599	Appropriated Fund Balance	\$1,000,000
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I recommend that this budget amendment be presented to the County Legislature for its consideration.

Justification:

This location is under consideration for the development of a food market to better meet the food security and nutritional needs of residents within the City of Schenectady.

Sponsor: Legislator Hughes

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
Christopher H. Gardner, County Attorney
John McPhillips, Commissioner of Finance

Date: September 2, 2022

Re: Authorization to Enter into an Agreement for the Option and Purchase of Real Property Located at 754 State Street, Schenectady for \$950,000 Utilizing American Rescue Plan Act Funds

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to enter into an agreement for the option and purchase of real property located at 754 State Street, Schenectady, NY for \$950,000 utilizing funds from the American Rescue Plan Act.

Once purchased, the County can begin the issuance of a Request for Proposals (RFP) so that this site can be developed into a food market. Having identified this area as one of several food deserts within the County, the addition of a food market with excellent bus service, easy accessibility from Albany Street and State Street, and affordable, healthy food would improve the quality of living for many residents within the area, particularly those in low- to moderate-income communities.

The attached memorandum from John McPhillips, Commissioner of Finance, details the necessary budget amendment

I recommend your approval.

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

September 1, 2022 - REVISED

To: Rory Fluman, County Manager

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

Re: Legislative Approval for "Agreement for the Option and Purchase of Real Property" regarding Property at 754 State Street, Schenectady to facilitate construction of a Food Market

CC: Ray Gillen, Commissioner of Economic Development and Planning
Geoffrey Hall, Clerk of the Legislature
Joe Landry, Counsel to the Legislature
Jackie Falotico, Deputy County Manager
Erin Roberts, Director of Public Communications
Shannon Coelho/Marylou Riddle, Executive Secretary to the County Manager

I have attached a copy of a proposed "Agreement for the Option and Purchase of Real Property Including Non-Revocable License Agreement".

I request that this proposed Agreement be forwarded to the County Legislature for its consideration at its meetings on September 6th and 13th.

BACKGROUND:

The County Legislature has expressed a deep interest and commitment to expanding opportunities for residents who reside in food deserts to purchase healthy and affordable food.

In furtherance of this goal, the County Legislature leadership identified the real property located at 754 State Street in Schenectady as a preferred site due to its location, easy accessibility, and excellent bus service and requested that the County seek to negotiate an option to purchase this property in anticipation of issuing a Request for Proposals (RFP) to develop this property into a food market.

The County, following issuance of the RFP, would provide up to \$3 Million to construct this market. Ray Gillen, Director of Economic Development and his staff are working on this RFP, which

would provide free and open competition to ensure that the best available option is chosen. Funding for this project would be 100% from the American Rescue Plan.

**THE SITE:
754 STATE STREET
SCHENECTADY, NEW YORK**

The site is 2.13 acres and is accessible from both Albany Street and State Street. It has a large building on the site, which might need to be demolished if it is not suitable for adaptive reuse.

THE AGREEMENT:

The Option Agreement gives the County the right to purchase the property for \$950,000 for a period of 548 days (1.5 years) or the County can assign this option to the chosen developer.

The price of the option is \$10,000, which will be deducted from the purchase price, if the option is exercised.

The County or the developer will not take possession of the property until the expiration of the 1.5 year period.

PUBLIC BENEFIT:

It is well-established that the development of the mid-sized food store will address the issue of the food desert in the City of Schenectady. This proposed development will make healthy, competitively priced food available in an under-served area and help reduce the price of food for many residents. At the same time the development of this property into a supermarket can have a positive impact on the health of our residents, by increasing healthy options.

I recommend that this proposal be presented to the County Legislature for its consideration on September 6th and 13th, 2022.

CHG:kah
Attachments

AGREEMENT FOR THE OPTION AND PURCHASE OF REAL PROPERTY

THIS Agreement made the ___ day of September, 2022, by and between Haraden MotorCar Corp, a corporation organized and existing under the laws of the State of New York, maintaining an office to transact business at 754 State Street, Schenectady, NY 12307, Mohawk Chev Co Inc., a corporation organized and existing under the laws of the State of New York, maintaining an office to transact business at 754 State Street, Schenectady, NY 12307, and Two Guyz Realty, LLC., a limited liability company organized and existing under the laws of the State of New York, with an office to transact business at 756 State Street, Schenectady, NY 12307, collectively referred to as Parties of the First Part or Seller; and The County of Schenectady, a municipal corporation organized and existing under the laws of the State of New York maintaining an office to transact business at 620 State Street, Schenectady, New York 12305, Party of the Second Part or Purchaser,

RECITALS:

WHEREAS, the parties of the first part owns certain properties, commonly known as 742, 754, and 758 State Street, particularly described by the Section, Block, and Lot of 49.25-1-15.1, 49.25-1-21.1, and 49.25-1-22 in the City of Schenectady, County of Schenectady (the "Property"); and

WHEREAS, the City of Schenectady suffers from food deserts, wherein the public does not have access to affordable and accessible healthy foods; and

WHEREAS, the Party of the Second Part desires to remedy the food desert by facilitating the creation of a grocery store providing affordable healthy foods in downtown Schenectady; and

WHEREAS, the Party of the Second Part desires to secure land of suitable quality, size and location to construct the aforementioned grocery store; and

WHEREAS, the parties believe that The Property may be suitable for such purposes; and

WHEREAS, the Party of the Second Part must coordinate with a grocery proprietor and perform various tests in contemplation of purchasing the property, the cost of such actions would be unreasonable unless the Party of the Second Part enjoys the exclusive right to the property.

NOW, THEREFORE, in consideration of the sum of Ten Thousand (\$10,000.00) Dollars, paid by the Party of the Second Part to the parties of the first part, receipt whereof is hereby

acknowledged, the Parties of the First Part hereby grants to the Party of the Second Part, the exclusive option to purchase The Property pursuant to the terms set forth herein.

1. The Option.

- A. The Parties of the First Part shall enjoy the exclusive right to exercise the option to purchase The Property through and including the Five Hundred and Forty Eighth (548th) day after the date first set forth above.
- B. The option shall be exercised by the Party of the Second Part by written notice subscribed by the Party of the Second Part, or the designee or assignee of the Party of the Second Part, sent by registered or certified mail, within the time set herein for the exercise of this option, to the address of the parties of the first part above set forth, and as otherwise set forth in this Agreement. At the time the Party of the Second Part exercises its option, it shall pay funds in the amount of ten thousand (\$10,000.00) Dollars, directly to the Parties of the First Part, which shall remain the funds of the Parties of the First Part except as expressly provided in Section 1, Paragraph C, subparagraph b of this Agreement. The Parties agree that a check issued from the accounts of the County of Schenectady shall be deemed satisfactory, but should such funds be issued by a designee or assignee of the County of Schenectady, such funds shall either be certified or issued from an attorney escrow account.

C. Deposit and Option Fee.

- a. At the time of the execution of this Agreement the Party of the Second Part shall pay funds, in escrow to be held by the attorney for the Parties of the First Part, in the amount of ten thousand (\$10,000.00) Dollars. The Parties agree that a check issued from the accounts of the County of Schenectady shall be deemed satisfactory, but should such funds be issued by a designee or assignee of the County of Schenectady, such funds shall either be certified or issued from an attorney escrow account.
- b. If the Party of the Second Part does not actually purchase the Property, the entire Ten Thousand (\$10,000.00) Dollars shall be retained by the Parties of the First Part as liquidated damages except if the Parties of the First Part breach their obligations under this Agreement or if the Parties of the First Part cannot convey good and marketable title. In the event that the Party of the Second Part does not exercise the option due to the breach of the Parties of the First Part, or the inability of the Parties of the First Part to convey good and marketable title, the entire Ten Thousand (\$10,000) Dollar option fee shall be returned to the Party of the Second Part.

- e. The amounts set forth in this Agreement as deposits (deposit upon execution and deposit upon exercise) shall be a deposit applied against the purchase price as set forth in this Agreement.
 - d. Notwithstanding any provision of this Agreement to the contrary, should this Agreement be executed by the Party of the Second Part prior to the approval of the Schenectady County Legislature at its meeting on September 13, 2022, the deposit upon execution shall be paid by September 19, 2022, without penalty and the Agreement shall be in full force and effect against all parties should such deposit be paid according to this paragraph.
- D. PROHIBITION FROM FURTHER ADVERTISING.** During the option period, the Parties of the First Part shall be prohibited from listing the Property for sale, engaging in any conversations with any other prospective purchasers of the Property, or selling the Property to any other individual or entity.
- E. TESTING AND INSPECTIONS.** During the option period, the Party of the Second Part shall enjoy the right to inspect, investigate, and perform any tests in the Party of the Second Part's sole discretion is necessary. In the event that the Party of the Second Part does not exercise the option, or fail to purchase the option, the Party of the Second Part shall return the property to its condition prior to the Party of the Second Part's entry onto the Property.
- F. Environmental Tests.** Purchaser may cause at its sole expense a Phase I Environmental examination of the Property to be made by a qualified expert. Should such examination show that additional action may be required to determine if the Property is free from environmental hazard or waste or indicate removal of an environmental hazard or waste from the Property is necessary, Purchaser may at its option either cancel this Agreement by notice to Seller and in the event Purchaser so notifies, in which case this Agreement shall be deemed canceled and null and void; or the Purchaser may conduct such other and further testing prior in order to determine the extent of any such environmental hazards or waste, but Purchaser shall continue to enjoy the authority to cancel this Agreement after such other and further testing but shall provide a copy of any environmental reports to the Seller.
- G. REPORTS.** Should the Party of the Second Part undertake any inspections and/or testing set forth in paragraphs E and F of this Section, any reports, analyses, or data shall be provided to the Party of the Second Part reflecting such inspections and/or testing.
- H. OPTIONEE'S INSURANCE.** The Party of the Second Part shall fully insure its operations and indemnify, defend, and hold the Parties of the First Part harmless for any acts or omissions of the Party of the Second Part in exercising its rights under this Agreement. The Party of the Second Part shall maintain all necessary liability, workers compensation, and other insurance policies, and the Party of the Second Part shall maintain General Liability Aggregate coverage in the amount of Two Million

(\$2,000,000.00) Dollars. The Parties of the First Part shall be listed as an additional insured on all such policies. The Parties of the First Part shall receive a copy of the insurance policies prior to the commencement of any activity set forth in paragraph C of this section and shall receive copies of all renewal certificates during the time period. If at any time the insurance requirements set forth herein lapse, all activities shall cease until such deficiencies are cured.

a. Party of the Second Part

- I. **CLOSING.** That if the said option shall be exercised by the Party of the Second Part, then, and in such event, the Parties of the First Part shall transfer The Property to the Party of the Second Part pursuant to the terms set forth in this Agreement. The Party of the Second Part may exercise the option at any time during the Option Period; however, the closing and transfer of title shall not occur prior to the Five Hundred Forty Eighth (548th) Day after execution of this Agreement.
 - J. **RETENTION OF OPTION FEE.** In the event the Party of the Second Part does not exercise the option as herein before provided, the sum of Ten Thousand (\$10,000) Dollars shall be retained by the Parties of the First Part free of all claims of the Party of the Second Part and neither party shall have any further rights or claims against the other.
 - K. The Parties agree that this Agreement shall be assignable as further set forth in this Agreement.
2. **PURCHASE AND SALE.**
- A. **Purchase Price.** The Parties agree that should the Party of the Second Part exercise its option to purchase pursuant to this Agreement, that the Purchase Price of the Property shall be Nine Hundred Fifty Thousand (\$950,000) Dollars.
 - B.
 - C. **Contingencies.**
 - a. The obligations of the Purchaser under this Agreement shall be subject to the satisfaction, on or before the Closing Date, of the following conditions (any of which may be waived in whole or in part by the Purchaser):
 - i. All of the representations and warranties made by Seller as set forth in this Agreement shall be true and correct as of the Closing Date in all material respects;
 - ii. The Seller shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed or completed with Seller at or prior to the Closing;

- iii. Receipt of a title report revealing no covenants and restrictions which prevent the Property from being used for its intended use; and
 - iv. Approval by all government agencies for the construction of a grocery store on the Property.
- b. The obligations of Seller to convey, transfer and sell the Property to the Purchaser pursuant to this Agreement shall be subject to the satisfaction, on or before the Closing Date, of the following conditions (any of which may be waived in whole or in part by the Seller):
- i. All of the representations and warranties made by Purchaser as set forth in this Agreement shall be true and correct as of the Closing Date in all material respects;
 - ii. The Purchaser shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed or completed with Purchaser at or prior to the Closing;
 - iii. Seller shall have received the full amount of the Purchase Price on or before the Closing Date in accordance with the terms and provisions of this Agreement.

D. Representations and Warranties of Purchaser. The Purchaser represents and warrants as follows:

- a. The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and compliance with the provisions of this Agreement have been or will be prior to the Closing Date duly authorized by requisite all action of the Purchaser and do not and will not (i) require the consent of any party (which has not heretofore been received) and will not result in a breach or default under any credit agreement, indenture, business agreement, mortgage, deed of trust, commitment, guarantee or any other agreement or instrument to which the Purchaser is a party or by which the Purchaser may be bound or affected; or (ii) conflict with or violate any existing law, rule, regulation, judgment, order or decree of any government, governmental instrumentality, agency or court having jurisdiction over the Purchaser; and
- b. The Purchaser has the legal authority to purchase the property.

E. Representations and Warranties of Seller. Seller represents and warrants as follows:

- a. Seller is a Corporation, duly organized and existing under the laws of the State of New York;
- b. Seller has the power and authority to own the Property and to execute, deliver and perform Seller's obligations under this Agreement;

- c. Execution and delivery of the deed by Seller and the performance of Seller's obligations under this Agreement have been or will be prior to the Closing Date duly authorized by all requisite action of Seller and the deed will have been duly executed and delivered by Seller;
- d. The deed and this Agreement will be a valid and binding obligation of seller and enforceable against Seller in accordance with its terms;
- e. Seller has no actual knowledge of any material pending or threatened lawsuits or claims against Seller affecting the Property; and
- f. There are no persons entitled to possession of the property other than as has been disclosed to Purchaser.
- g. All of the representations, warranties and agreements set forth here and elsewhere in this Agreement shall be true on the execution of this agreement, shall be deemed to be repeated at and as of the Closing Date and shall survive the delivery of the deed and other closing instruments.

F. Covenants of the Seller and Purchaser.

- a. The Purchaser agrees to accept the Property on an "as is" basis and in present condition as of the date hereof, without representation or warranty from the Seller of any kind, except as set forth in the deed conveying the Property, subject to reasonable wear, tear and natural deterioration from the date hereof to the date of Closing.
- b. Prior to the Closing Date, the Seller will not encumber the Property, either in whole or in part, or enter into any agreement, lease or transaction or make any commitment relating to the Property, other than in the regular course of business provided Seller obtains Purchaser's prior written consent, which shall not be reasonably withheld.

G. Conditions of Premises. The Purchaser does hereby acknowledge, represent, warrant and covenant for the benefit of the Seller that:

- a. Except as set forth in the deed conveying the Property, the Purchaser is expressly purchasing the Property in its existing condition "AS IS, WHERE IS AND WITH ALL FAULTS";
- b. The Purchaser hereby assumes all responsibility to inspect and investigate the Property and of all risk of adverse conditions;
- c. On or before Closing Date, the Purchaser has undertaken all the physical inspections and examinations of the Property and all permits and approvals, if

any, related thereto, as the Purchaser deems necessary or appropriate, and has evaluated the suitability of the Property for the Purchaser's intended use; the Purchaser is relying solely upon such inspections and examinations and the advice and counsel of its own agents, legal counsel and consultants;

- d. The Seller is not making and has not made any warranty or representation, either express or implied, with respect to the validity or accuracy of the materials or other data provided to the Purchaser, the physical condition of the Property, the existence or nonexistence of any permits or approvals or any other aspect of all or any part of the Property, either as an inducement to the Purchaser to purchase the Property or for any other purpose, and the Purchaser will independently verify the accuracy and reliability of all such matters and items;
- e. The Seller makes no acknowledgement, representation, warranty or agreement of any kind regarding any hazardous substances or materials, including, but not limited to, whether there has been or there will be escape, seepage, leakage, spillage, discharge, emission or release on, in at or under the Property;
- f. The Purchaser has independently determined that the Purchase Price is fair.

H. Seller's Documents. At or before the closing, in addition to documents otherwise required herein, Seller shall furnish the following documents to Purchaser:

- a. A certified copy of the Sellers' Corporate Resolutions from each corporation and limited liability company authorizing the sale of the Property and the carrying out of all the covenants, agreements and conditions of this Contract, designating the person(s) authorized to execute transaction documents, including this Contract on behalf of the Seller.
- b. Such other documents, undertakings or representations as Purchaser's title insurer, or Purchaser's attorney may reasonably require.

I. Title and Survey.

- a. A fee title insurance policy, if desired or required, shall be obtained at the expense of Purchaser. The Seller shall cooperate in providing any available survey, abstract of title or title insurance policy information, and the Seller shall pay the cost of providing or updating the abstract of title.
- b. Notwithstanding anything to the contrary contained herein, Purchaser shall have no obligation to purchase the Property unless, within 30 days following the full execution and delivery of this Agreement, Purchaser shall have obtained a title report evidencing the ability of Seller to convey good and marketable fee title to Purchaser at closing. Nothing contained herein shall permit Seller to refuse to pay off at the closing mortgages and other liens on the Property.

J. Conditions Affecting Title. The Seller shall convey and the Purchaser shall accept the Property subject to the covenants, conditions, restrictions of record and all easements of record and zoning and environmental protection laws.

K. Transfer of Title.

a. Transfer of title shall occur as soon as practicable in the office of the Sellers' attorney, but in no event shall occur prior to the Five Hundred Forty Eighth (548th) Day after the execution of this Agreement.

L. Deed. The Property shall be transferred from Seller to Purchaser by means of a Warranty Deed, with Lien Covenant. The deed and real property transfer gains tax affidavit will be properly prepared and signed so that it will be accepted for recording by the Schenectady County Clerk.

M. New York State Transfer Tax and Mortgage Satisfaction. The Seller agrees that it is responsible for New York State Transfer Tax if the transaction is so subject and further agrees to pay the expenses of procuring and recording satisfactions of any existing mortgages.

3. General Provisions.

A. Survival of Representations. The representations, warranties and agreements of the Parties contained in this Agreement shall survive the Closing Date and shall be unaffected by any investigation made by the Purchaser at any time.

B. Default/Remedies.

a. If the Seller shall default or fail to convey the property as set forth herein, the Purchaser shall have the right to either sue for specific performance of the contract or cancel the agreement and sue for money damages.

b. If the Purchaser shall fail to proceed with the closing under this Agreement, after exercising its option, the Seller shall have the right to retain the Option fee as set forth in Section 1 (C).

C. Destruction, Damage or Condemnation.

a. The provisions of Section 5-1311 of the New York General Obligations Law shall apply to the purchase and sale of the Property as contemplated by this Agreement in the event that the Property are destroyed or damaged.

b. If the whole of the Property shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose (a "Taking"), then in that event, this

Agreement shall terminate and shall be of no further force or effect and neither party shall have any further obligation to the other except that the Deposit shall be returned to the Purchaser, except that if the Purchaser shall have commenced construction pursuant to Section 3 of this Agreement, the Purchaser shall be entitled to the portion of the condemnation monies attributable to such improvements.

- c. In the event of a material Taking of less than the whole of the Property, then, at the Purchaser's option, this Agreement shall (i) terminate and shall be of no further force or effect whatsoever and neither party shall have any further obligation to the other except that the Deposit shall be returned to the Purchaser, except that if the Purchaser shall have commenced construction pursuant to Section 3 of this Agreement, the Purchaser shall be entitled to the portion of the condemnation monies attributable to such improvements; or (ii) cease and expire with respect only to the portion of the Property so taken, yet all other terms and conditions contained herein shall remain in full force and effect, so long as (a) the Property may continue to be used in compliance with applicable zoning laws and regulations; and (b) the Seller shall assign the proceeds of any condemnation award to the Purchaser.
- D. **Real Estate Broker.** The Purchaser and Seller represent and agree that no real estate broker or salesperson brought about this sale.
- E. **Notices.** All notices contemplated by this Agreement shall be in writing, delivered by hand or by certified or registered mail, return receipt requested, postmarked no later than the required date, or by personal service by such date to the addresses as first set forth in this Agreement.
- F. **Entire Agreement.** This Agreement contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.
- G. **Modification.** No change or modification of this Agreement shall be valid or binding upon the parties, nor shall any waiver of any term or condition be deemed a waiver of the term or condition in the future, unless the change or modification or waiver shall be in writing signed by all parties.
- H. **Assignment.** The Parties expressly agree that the Party of the Second Part intends to assign its rights to purchase the property to another entity to construct a grocery store. The Parties of the First Part expressly consents to such an assignment so long as the assignment is to an entity constructing a grocery store and such entity enjoys sufficient funds to perform its obligations under this Agreement.

- I. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parties agree that if litigation should be necessary under this Agreement the place of trial shall be Schenectady County.
- J. Binding Effect.** This Agreement shall inure for the benefit of and be binding upon the parties, their legal representatives, heirs, successors and assigns and shall survive the closing and transfer of title.
- K. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the validity of the remainder of this Agreement or the other provisions of this Agreement. In such event, this Agreement shall be construed and enforced as if such provision had not been included therein.

IN WITNESS WHEREOF, the Parties of the First Part and the Party of the Second Part have caused this Agreement to be duly executed, which may be executed in duplicate counterparts, each of which shall be deemed to be an original, the day and year first above written.

**HARADEN MOTORCAR CORP:
PARTCOUNTY OF SCHENECTADY**

PARTY OF THE SECOND

By: _____
Its: _____

By: _____
Rory Fluman, County Manager

MOHAWK CHEV CO. INC.:

**APPROVED AS TO FORM
AND CONTENT
This ___ day of ____, 2022**

By: _____
Its: _____

Christopher H. Gardner
County Attorney

TWO GUYZ REALTY LLC.:

By: _____
Its: _____

STATE OF New York)
):ss.
COUNTY OF)

On the _____ day of _____, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

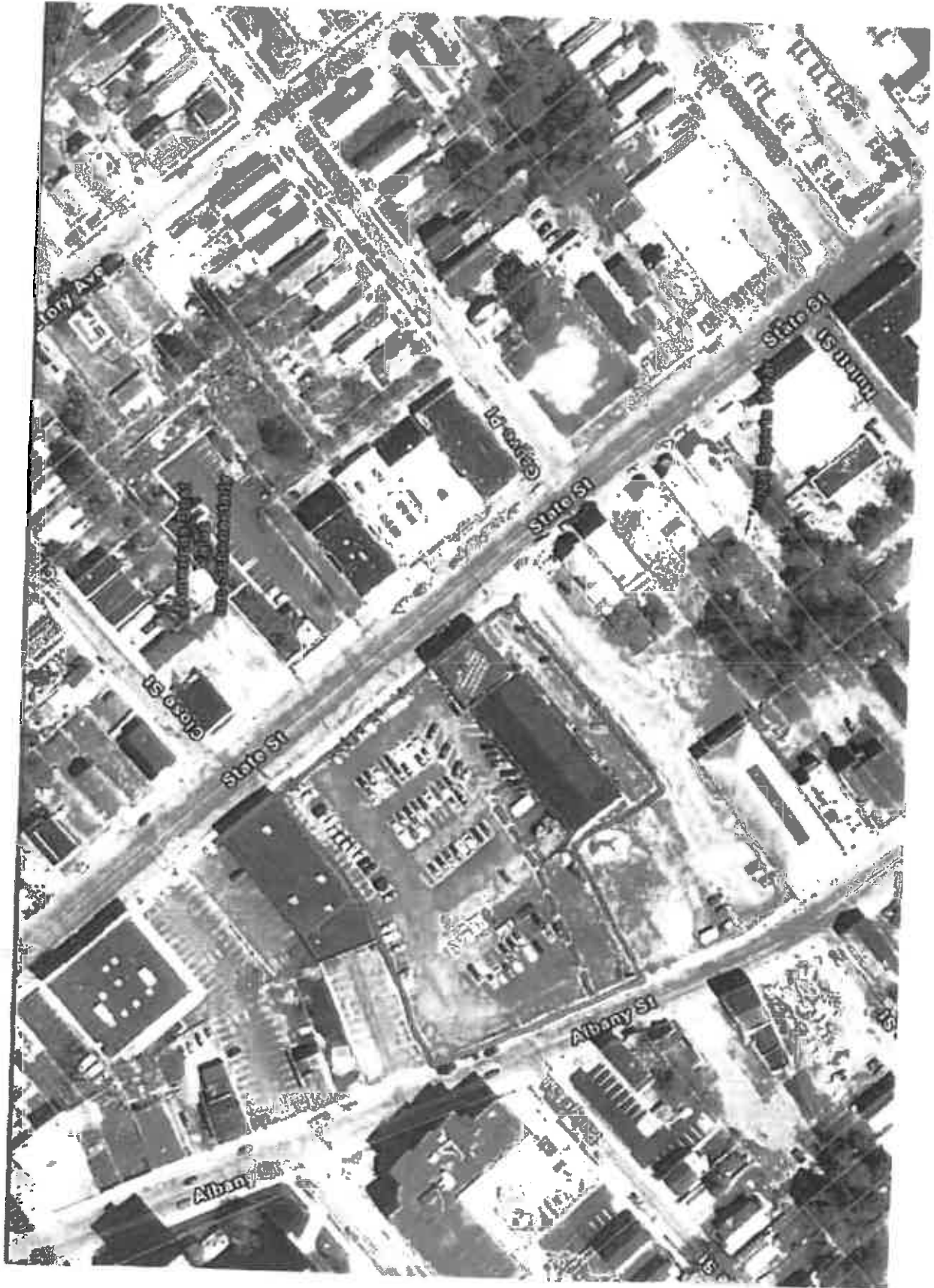
STATE OF)
):ss.
COUNTY OF)

Notary Public

On the _____ day of _____, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

AERIAL PHOTOGRAPH OF PROPOSED SITE





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 2, 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
Tuesday, September 6, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EL	2 A RESOLUTION REGARDING THE ADOPTION OF A SCHEDULE FOR THE DISPOSITION AND RETENTION OF COUNTY GOVERNMENT RECORDS	Legislator Pratt	

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Education and Libraries
Dual Reference:
Initiative: EL 2

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ADOPTION OF A SCHEDULE FOR THE DISPOSITION AND RETENTION OF COUNTY GOVERNMENT RECORDS

Purpose and General Idea:

Provides authorization to Adopt the Newest Edition of the NY Local Government Schedule

Summary of Specific Provisions:

Authorizes the adoption of the Newest Edition of the NY Local Government Schedule otherwise known as LGS-1. This is based on the State's Archives consolidation of its local government records retention and disposition schedules.

Effects Upon Present Law:

None.

Justification:

The 2022 edition should be used in place of the previous version of LGS-1 that was adopted in 2020.

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 *R.F.*

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

Date: September 2, 2022

Re: Authorization to Adopt the Newest Edition of the NY Local Government Schedule

Attached is a memorandum from Cara Ackerley, County Clerk, requesting authorization to adopt the newest edition of the NY Local Government Schedule otherwise known as LGS-1. This is based on the State Archives consolidation of its local government records retention and disposition schedules. The 2022 edition should be used in place of the previous version of LGS-1 that was adopted in 2020.

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
SAGLIMBENI**

DEPUTY COUNTY
CLERKS

August 16, 2022

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

Dear County Manager Fluman:

As the Records Management Officer for Schenectady County, I am requesting that all departments in Schenectady County abide by the new edition of the Local Government Schedule (LGS-1) for their perspective retention schedules. The 2022 edition should be used in place of the previous version of LGS-1 (2020), and is subject to legislative approval.

Please contact me if you need additional information.

Respectfully,

Cara M. Ackerley
Schenectady County Clerk



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 2, 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
Tuesday, September 6, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
HHHS	9 A RESOLUTION TO ACCEPT MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR THE HIV PARTNER SERVICES AND THE STD INTERVENTION PROGRAM	Legislator Ostrelich	
HHHS	10 A RESOLUTION TO AUTHORIZE A MULTI-YEAR AGREEMENT AND ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES TO CONTINUE THE HEALTHY SCHENECTADY FAMILIES PROGRAMS	Legislator Ostrelich	
HHHS	11 A RESOLUTION TO ACCEPT MONIES FROM THE NYS DEPARTMENT OF HEALTH FROM THE DRINKING WATER ENHANCEMENT GRANT PROGRAM	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Health, Housing and Human Services
Dual Reference:
Initiative: HHHS 9

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR THE HIV PARTNER SERVICES AND THE STD INTERVENTION PROGRAM

Purpose and General Idea:

Authorization to enter into a Multi-Year Agreement with NYSDOH AIDS Institute

Summary of Specific Provisions:

Authorizes the acceptance of funding in the amount of \$925,000 from the NYSDOH AIDS Institute. Schenectady Public Health Services has been awarded this funding in continuation of the HIV Partner Services and STD Disease Intervention. The period of this agreement begins on January 1, 2022, and ends on December 31, 2026.

Effects Upon Present Law:

None.

Justification:

NYSDOH AIDS Institute has awarded SCPHS \$925,000 in continuation of the HIV Partner Services and STD Disease Intervention Programs. This funding is not new , however requires the execution of a contractual agreement between SCPHS and NYSDOH.

Sponsor: Legislator Ostrelich

Co-Sponsor:

COUNTY OF SCHENECTADY

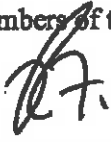


RORY FLUMAN
COUNTY MANAGER

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
Keith Brown, Interim Public Health Director

Date: September 2, 2022

Re: Authorization to Enter into a Multi-Year Agreement with NYSDOH AIDS Institute

Attached is a memorandum from Keith Brown, Interim Public Health Director, requesting authorization to enter into a multi-year agreement with NYSDOH AIDS Institute. The period of this agreement begins on January 1, 2022 and ends December 31, 2026. The \$925,000 that has been awarded to the County as part of this agreement will support the County's HIV Partner Services and STD Disease Intervention programs.

I recommend your approval.

SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
INTER-OFFICE MEMO
2022

TO: *Rory Fluman, County Manager*
From: *Keith Brown, Interim Public Health Director*
RE: *Legislative Action – September Legislative Meeting*
Requesting Legislative approval to accept funding from NYSDOH AIDS
Institute for HIV Partner Services and STD Disease Intervention
Copies: *John P. McPhillips, Commissioner of Finance*
Jaclyn Falotico, Deputy County Manager
Date: *8/19/2022*

NYSDOH AIDS Institute has awarded Schenectady County Public Health Services (SCPHS) \$925,000.00 in continuation of our HIV Partner Services and STD Disease Intervention programs. This is not new funding but requires the execution of a contractual agreement between SCPHS and NYSDOH. The new multi-year contract C37241GG is for the period of 1/1/2022 to 12/31/2026.

I am requesting Legislative approval to accept these funds and continue this multi-year contract to enhance our ongoing efforts in addressing HIV and STDs in Schenectady County. I have attached the letter received from NYSDOH for your review. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Interim Public Health Director



KATHY HOCHUL
Governor

**Department
of Health**

MARY T. BASSETT, M.D., M.P.H.
Commissioner

KRISTIN M. PROUD
Acting Executive Deputy Commissioner

April 20, 2022

Melissa Puicon-Healey
Public Health Nurse
Schenectady County Public Health Services
Schaffer Heights
107 Nott Terrace, first floor
Schenectady, NY 12308

Dear Melissa Puicon-Healey:

This letter is to confirm that the New York State Department of Health (NYSDOH), AIDS Institute, intends to enter into a contractual agreement with Schenectady County Department of Health to continue to support the HIV Partner Services / STD Disease Intervention Program. The new contract C37241GG is in the amount of \$925,000 for the period 1/1/2022 – 12/31/2026.

The contract process requires several approvals. The final Office of the State Comptroller (OSC) approval constitutes execution of the new contract and only then is the contract a legal and binding document. No funds are due and payable until after the contract is executed.

If you have any questions, please feel free to call me at (518) 473-7096.

Sincerely,

Leah M. Caola
Director
Office of Administration & Contract Management
NYSDOH AIDS Institute

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Health, Housing and Human Services
Dual Reference:
Initiative: HHHS 10

Title of Proposed Resolution:

A RESOLUTION TO AUTHORIZE A MULTI-YEAR AGREEMENT AND ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES TO CONTINUE THE HEALTHY SCHENECTADY FAMILIES PROGRAMS

Purpose and General Idea:

Provides authorization to amend a Multi-Year Agreement with NYS Office of Children and Family Services Home Visiting New York Contract

Summary of Specific Provisions:

Authorizes the amendment of a Multi-Year Agreement with NYS Office of Children and Family Services for the Home Visiting New York (HFNY) Contract. Total funding awarded to the County has increased to \$4,001,196. The period of this agreement now begins July 1, 2020 and ends June 30, 2025.

Effects Upon Present Law:

None.

Justification:

Due to The Maternal, Infant and Early Childhood Home Visiting (MIECHV) Contract being terminated on October 1, 2022, Home Visiting New York amount has been increased accordingly. The amended contract allows the County to continue the Healthy Schenectady Families Program (HFNY).

Sponsor: Legislator Ostrelich

Co-Sponsor:

COUNTY OF SCHENECTADY

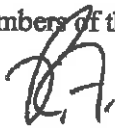


RORY FLUMAN
COUNTY MANAGER

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
Keith Brown, Interim Public Health Director
John P. McPhillips, Commissioner of Finance

Date: September 2, 2022

Re: Authorization to Amend a Multi-Year Agreement with NYS Office of Children and Family Services Home Visiting New York Contract

Attached is a memorandum from Keith Brown, Interim Public Health Director, requesting authorization to amend a multi-year agreement with NYS Office of Children and Family Services for the Home Visiting New York (HFNY) Contract. The period of this agreement now begins on July 1, 2020 and ends June 30, 2025. Total funding awarded to the County has also increased to \$4,001,196. This was done in response to the termination of the federally funded Maternal, Infant, and Early Childhood Home Visiting funding which supported the County's Healthy Families New York services. As indicated by Mr. Brown, this change to the HFNY contract will allow the County to continue Healthy Schenectady Families.

I recommend your approval.

SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
INTER-OFFICE MEMO
2022

TO: *Rory Fluman, County Manager*
From: *Keith Brown, Interim Public Health Director*
RE: *Legislative Action – September Legislative Meeting*
Requesting Legislative approval to accept funding from OCFS and continue a multi-year contract to support Health Schenectady Families
Copies: *John P. McPhillips, Commissioner of Finance*
Jaclyn Falotico, Deputy County Manager
Date: *8/19/2022*

NYS Office of Children and Family Services (OCFS) has notified Schenectady County Public Health Services (SCPHS) of its intent to continue funding that supports the Healthy Schenectady Families program as part of an amended multi-year contract. As of 10/1/22 our federal Maternal Infant Early Childhood Home Visiting (MIECHV) contract will end, and our Home Visiting New York (HFNY) amount has been increased accordingly (\$232,329.00) to maintain existing funding levels.

This multi-year contract C028894 is for the period of 7/1/2020 to 6/30/2025, with a current budget year of 7/1/22 to 6/30/23.

I am requesting Legislative approval to accept these funds and continue this multi-year contract to continue the important work Healthy Schenectady Families performs in our community. I have attached the letter received from OCFS and other supporting documents for your review. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Interim Public Health Director



Office of Children and Family Services

ANDREW M. CUOMO
Governor

SHEILA J. POOLE
Commissioner

RECEIVED

JUL 08 2021

SCHENECTADY COUNTY
PUBLIC HEALTH SERVICES

July 7, 2021

Mr. Rory Fluman, County Manager
Schenectady County Public Health Services
620 State Street
Schenectady, NY 12305

Re: HFNY Continuation of Funding Letter

Dear Mr. Fluman,

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of its intent to continue funding for the below referenced multi-year contract. The annual award amount for each period is subject to the availability of annual funding, contract performance, approval by the NYS Department of Budget (DOB) and approval by the NYS Office of State Comptroller (OSC). Please be advised that your agency must continue to adhere by all contract requirements in your Multi-Year Contract. Please be advised that this contract requires a 10% local share match on the annual award amount.

Contract Number: C028894
Contract Term: 07/01/2020-06/30/2025
Budget Period: 07/01/2021-06/30/2022
Budget Period Award Amount: \$629,865

At this time there is no further action needed by your agency to accept these funds as they will be available within the Contract Management System (CMS) once your contract period begins. Attached please find your agency's specific Annual Breakdown of Expenses, Contractual Consultant Information Form and Contractual Consultant Breakdown Form for your agency to continue to claim.

If your agency has determined that there are changes to be made to your budget and/or workplan for this period and/or future periods within this multi-year contract then you will need to discuss the requested changes with your OCFS Program Manager to determine the appropriate course of action.

To keep our systems and records current we ask that you complete the attached Contract Vendor Information Form and email this back to your OCFS Program Manager by the start of budget period.

If you haven't already and need to make changes (add, deactivate/archive) to any CMS user role(s), or update your CEO or CFO; you will complete the attached CMS Authorization Form and/or Vendor Contract Contact Update Form. Once you complete these forms email a copy to your OCFS Program Manager and send the original forms to the address located on the instructions.

Please feel free to contact your program manager at Melanie.Schraa@ocfs.ny.gov or 518-486-3451

Sincerely,

Allison Contanto

Allison Contanto,
Program Supervisor

- Attachments: Contract Vendor Information Form,
Annual Breakdown of Expenses,
Contractual Consultant Information Form,
Contractual Consultant Breakdown Form,
CMS Authorization Form,
Vendor Contract Contact Update Form



**Office of Children
and Family Services**

KATHY HOCHUL
Governor

SHEILA J. POOLE
Commissioner

April 25, 2022

Rory Fluman
County Manager Schenectady County Public Health Services
620 State Street
Schenectady, NY 12305
Rory.Fluman@schenectadycounty.com

RE: Contract C028306 MIECHV (Schenectady County Health Department)

Dear Rory Fluman,

I am writing to inform you that your above referenced contract for Healthy Families New York services funded by federal Maternal, Infant, and Early Childhood Home Visiting (MIECHV) funding will be terminated as of 10/1/22.

The contract is being terminated pursuant to Section II, Paragraph C Subparagraph e of the OCFS Master Grant. The federally required needs assessment conducted by the NYS Department of Health determined that your county is no longer considered high need by MIECHV criteria. Therefore, MIECHV funding cannot be allocated to fund services in Schenectady County after 9/30/22.

Your current contract is in effect through 9/30/2022. Claims are due within 30 days of 9/30/22 as defined in Attachment D of your contract. Please reach out to your Program Manager if you have any questions regarding this contract termination.

Best regards,

Kevin R. Sweet
Contract Management Specialist 3
Bureau of Contract Management

cc:
Melanie Schraa, Supervisor, HFNY MIECHV unit
Karen Kissinger, Director, Bureau of Program and Community Development
Laurie Eckert



**Office of Children
and Family Services**

KATHY HOCHUL
Governor

SHEILA J. POOLE
Commissioner

April 29, 2022

Mr. Rory Fluman, County Manager
Schenectady County Public Health
620 State Street
Schenectady, NY 12305

Re: C028894 Schenectady County Public Health - Home Visiting New York (HFNY) – Contract Amendment

Dear Mr. Fluman,

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of its intent to amend the following contract to increase your existing July state funded Contract noted below as a result of the loss in federal Maternal Infant Early Childhood Home Visiting (MIECHV) funds as of 10/01/2022. This increase will keep the HFNY program at the current funded level. The award amount is subject to the availability of annual funding, contract performance, approval by the NYS Department of Budget (DOB) and approval by the NYS Office of State Comptroller (OSC). Please be advised that this contract requires a 10% local share match on the annual award amount.

As noted below, the increase to Budget Period 3, 07/01/2022-06/30/2023, reflects a funding increase to your state funded contract beginning on 10/01/2022-06/30/2023 (9 months of funding). Budget Periods 4 through 5, reflects the annual increase to your award amount (12 months of funding) that will be reflective of your total award to keep the HFNY program whole.

Contract Number:	C028894
Contract Term:	07/01/2020 - 06/30/2025
Amended Contract Value:	\$4,001,196.00
Budget Period 3:	07/01/2022 - 06/30/2023
Increase to Budget Period 3:	\$232,329.00
Annual Increases to Budget Periods 4-5:	\$309,771.00

The amendment must be submitted on-line through the OCFS Contract Management System (CMS). You will be notified when the amendment for your agency is in your CMS inbox, and you must follow the schedule set in CMS to enter your Budget and Program information. Submitting your amendment earlier than the due date will allow time to correct any errors if needed.

Prior to submitting your amendment and throughout the amendment process, non-for-profits must verify that their Vendor Responsibility Questionnaire is recertified in the VendRep System and the certified questionnaire must be within six months of the contract going to OSC. Non-for-profits must also remain current with the Charities Bureau and maintain a "prequalified" status within Grants Gateway. Municipalities are exempt from VendRep, Grants Gateway and Charities Bureau. All contractors must obtain their current Workers Comp and Disability Certificates (with the exception that Municipalities are exempt from the Disability Certificate); the Certificates must have NYS OCFS 52 Washington Street, Rensselaer NY 12144 as the certificate holder. Additional instructions will be provided via email once your amendment has been created in CMS and any documents that you must provide will be uploaded with your contract in CMS. However, should you have any additional questions about the information listed above, please feel free to reach out to your Program Manager or to the FAU Unit via their mailbox at FAU@ocfs.ny.gov.

If your organization needs to update users, it is important to complete the CMS Authorization Form and Vendor and Contract Contact Update Form and return them to OCFS immediately. The CMS Authorization Form (OCFS-4821), Vendor and Contract Contact Update Form (OCFS-4895 and Instructions are available here: <https://ocfs.ny.gov/main/documents/>.

Please feel free to contact your program manager, Thomas Dwyer at Thomas.Dwyer@ocfs.ny.gov or 518-473-4330

Sincerely,

Allison Contento

Allison Contento
OCFS HFNY Coordinator

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144</p>	<p>BUSINESS UNIT/DEPT. ID: CFS01 / 3400000 CONTRACT NUMBER: C028894</p> <p>CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: SCHENECTADY COUNTY OF</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: Schenectady County Public Health Services</p>	<p>PROJECT NAME:</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002365 Federal Tax ID Number: DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 620 STATE ST SCHENECTADY NY 12305</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address 620 STATE ST SCHENECTADY NY 12305</p> <p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address 620 STATE ST SCHENECTADY NY 12305</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 420100000-000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: Government</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C028894
 Page 1 of 2
 Master Grant Contract, Face Page
 C028894

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 07/01/2020 To: 06/30/2025</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: 07/01/2020 To: 06/30/2025</p> <p>AMENDED TERM:</p> <p>From: To: *</p> <p>AMENDED PERIOD:</p> <p>From: To: *</p>	<p>CONTRACT FUNDING AMOUNT <i>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</i></p> <p>CURRENT: 3,149,325.00</p> <p>AMENDED: 4,001,196.00</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>			
<p><i>FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:</i> (Out years represent projected funding amounts)</p>				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	<p>See Attachment B (if Attachment B is noted as an attachment to this Agreement)</p>			
2				
3				
4				
5				
<p>ATTACHMENTS PART OF THIS AGREEMENT:</p> <p>All terms and provisions of the original agreement, or as previously amended, remain in full force and effect with the exception of any changes to the face page and the revised or additional documents listed below.</p> <p>Attachment A-1 Attachment A-1B Attachment B - Budget Multi Year Budget Form Attachment C-1 Attachment D</p>				

Contract Number: # C028894
 Page 2 of 2
 Master Grant Contract, Face Page
 C028894

The parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR	STATE AGENCY Office of Children and Family Services
Electronically Signed by:	Electronically Signed by:
	<p><u>State Agency Certification</u></p> <p>"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."</p>

(B)
 TCD
 WJM
 BWS

I certify that I have personally verified the electronic signature of the Contractor to this Agreement.

BCM SIGNATURE: _____

Title: _____ Date: _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A-1
AGENCY-SPECIFIC TERMS AND CONDITIONS FOR ALL
NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS)
CONTRACTS
(4-20-2021)

The words "Agreement" and "Contract" are used interchangeably throughout this Appendix and refer back to the Master Contract.

1. STAFF

It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.

For the purposes of this section "Staff" includes employees, owners, directors, subsidiaries, affiliates, partners, agents and subcontractors of the Contractor working under this Agreement.

- a. The Contractor shall be fully responsible for performance of work by its Staff working under this Agreement.
- b. OCFS reserves the right to require;
 - The Contractor to identify, in writing, the Staff who will be responsible for performing the work to be done under this CONTRACT,
 - Prior written approval of OCFS for a Staff change or substitution, and
 - The Contractor's submission of the Staff resume and proof of any required licensure to OCFS for review and pre-approval. OCFS may refuse to approve any Staff based on its review of such individual's professional capacity and licensure to perform the required services.
- c. The Contractor specifically represents and agrees that its Staff has and shall possess the required education, licensure, experience, knowledge, and character necessary to qualify its Staff for the particular duties to be performed pursuant to this Agreement, including having the necessary integrity and professional capacity to meet OCFS's reasonable expectations.
- d. Whenever the Contractor becomes aware that any of its Staff who are providing services under the Agreement no longer possess the necessary education, experience, knowledge, and professional capacity including required professional licensure and/or have unsatisfactory performance evaluations and/or engage in employee misconduct and/or violate employment practices and policies, the Contractor shall immediately notify OCFS.
- e. OCFS reserves the right to require the Contractor to remove any of its Staff from work under the Agreement, if, in OCFS's discretion, such individual is not performing in accordance with this Agreement, for any other reasonable work-related cause, or any of the reasons listed under 1.d above.
- f. Upon written notice from OCFS regarding any of the issues identified under c. d. and/or e. above, Contractor shall promptly investigate such claim. Contractor must reply in writing to OCFS within ten (10) days of the receipt of OCFS's notice specifying a course of action or remedy for OCFS review and approval. If OCFS and the Contractor cannot reach an agreed upon course of action or remedy, OCFS reserves the right to remove the individual from performing work under the contract and require replacement of the staff member or may, in its discretion, terminate the contract for cause. Following the Contractor or OCFS's removal of Staff, where applicable, OCFS will follow agency procedures to restrict or remove access of the Staff from OCFS's premises and information resources. OCFS will also remove the Staff member's right to provide services under the agreement at an OCFS contractor's facilities.
- g. The Federal Immigration Reform and Control Act, as amended (8 USC § 1324a et al.), obligates employers, such as the Contractor and its subcontractors, to verify that its employees are legally entitled to work in the United States. In order to confirm that the employees are legally entitled to work in the United States, OCFS reserves the right to request documentation attesting to the legal entitlement to work in the United States of any Contractor or subcontractor employee assigned work under this Agreement. OCFS does not provide sponsorship. The Contractor warrants to OCFS that all of its Staff who perform work under the Agreement are legally authorized to work in the United States. The Contractor is responsible for ensuring that all of its Staff retain the authorization to legally work in the United States throughout the term of the Agreement.

2. GENERAL TERMS AND CONDITIONS

- a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.
- b. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OCFS under the Federal Social Security Act, where applicable.
- c. If funds from this CONTRACT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:
 - Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.
 - The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.
- d. OCFS will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this CONTRACT shall be directed to the Contract Manager.
- e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).
- f. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the Master Contract are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the Master Contract have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term "funds lawfully available for payment" includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.

- g. All organizations that receive Federal and/or New York State financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal and/or New York State financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal and/or New York State financial assistance

(including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal and/or New York State financial assistance.

- h. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.
- b. Contractor agrees to retain all non-public information obtained from OCFS as confidential and agrees not to release or discuss any of such information unless contractor has obtained the prior consent of OCFS, or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. Contractor shall promptly notify OCFS of any disclosure made by contractor and/or any request of contractor to disclose, by operation of law, or applicable government authority, such confidential information. In addition, all information and knowledge concerning youth in OCFS custody, which Contractor may obtain from OCFS shall be kept strictly confidential. Contractor shall comply with all applicable statutory and regulatory confidential provisions, including but not limited to sections 372, 422, and 444 of the Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7 and 18 NYCRR 357.3, 423.7, 431.7 and 432.7.
- c. Any contractor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Staff Exclusion List (SEL) maintained by the Justice Center for People with Special Needs (Justice Center) and of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

- a. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.
- b. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the CONTRACT is federally funded.
- c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

5. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

6. TERMINATION

To the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the Contractor.

7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;
- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or CONTRACT renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a CONTRACT is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest, is paid.

8. REFUNDS

In the event that the contractor must make a refund to the OCFS for contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to "New York State Office of Children and Family Services". The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

New York State Office of Children and Family Services
Attention: Contract Cash Receipts
Bureau of Contract Management
Capital View Office Park
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

9. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

10. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:
<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>

The Contractor must submit a completed Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Empire State Plaza
Building 1, 19th Floor
Albany, New York 12239

11. IRAN DIVESTMENT ACT

By entering into this CONTRACT, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" (Ist ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regg/docs/IstofEntities.pdf> and further certifies that it will not utilize on such 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 the CONTRACT will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of CONTRACT.

During the term of the CONTRACT, should OCFS receive information that a person (as defined in State Finance Law §166-a) is in violation of the above-referenced certifications, OCFS 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

OCFS shall take such action as may be appropriate and provided for by law, rule, or CONTRACT, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the CONTRACT, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

12. ADDITIONAL ASSURANCES

- a. **Expectation of Insured:** The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.
- b. Notwithstanding the provisions of Article 14 of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A, B, and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

13. EXECUTIVE ORDER NUMBER 38

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with the regulations promulgated pursuant to this Executive Order. The Order can be found at the following website address:
<http://executiveorder38.ny.gov/>

LEGAL NOTICE: Based upon the April 8, 2014 decision in Agencies for Children's Therapy Services, Inc. v. New York State Department of Health, et al. ("ACTS"), covered providers conducting business in Nassau County need not file Executive Order 38 disclosures. For purposes of this notice, "conducting business" means having a place of business within Nassau County, providing program services or administrative services involving the use or receipt of State funds or State-authorized payments within Nassau County, or otherwise conducting business within Nassau County in relation to which executive compensation is paid. Please note that the ACTS decision is under appeal. Those affected by the ACTS' decision should periodically check the EO 38 website for updates regarding any changes to this notice.

14. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in the Attachment MWBE entitled "Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

15. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: <https://cgs.ny.gov/Veterans/>

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

- [Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides](https://ogs.ny.gov/Veterans/)
- <https://ogs.ny.gov/Veterans/>

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

16. OUTSIDE COUNSEL

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the New York State Office of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

17. EXECUTIVE ORDER NUMBER 177

Executive Order Number 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO 177 Certification statement found at the following website address: [OCFS-2647, EO 177 Certification](#) prior to any contract award or renewal of any contract by OCFS. By signing this agreement, contractor certifies that it is in compliance with these provisions.

18. FEDERAL FUND ADVANCE REQUEST

Requests for advance payments on federally funded contracts must be made in accordance with 2 CFR Part 200, and in particular with 2 CFR section 200.305 and other applicable laws, rules and regulations. Requests for advance payments on federally funded contracts must be made, in writing, on the Federal Fund Advance Request form (OCFS-3900), pursuant to the process established by OCFS. OCFS will review and a determination will be made upon the contractor's submission of all required information. OCFS will recoup advance payments on federally funded contracts by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the third quarter of the contract period and in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and in accordance with the Federal Fund Advance Request Form (OCFS-3900). In the event a request for an advance payment on a federally funded contract is made in or later than the second quarter of the contract period, and such request is approved by OCFS, OCFS will recoup such advance payment by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the fourth quarter of the contract period in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and the Federal Fund Advance Request Form (OCFS-3900).

19. SPENDING ADJUSTMENTS

OCFS recognizes that actual costs incurred under the contract may be different from the projected costs in the approved contract budget. Upon the contractor's determination that expenditures are going to deviate from the approved contract budget, a written request for an adjustment to the spending of the approved contract budget must be submitted.

A budget spending adjustment request must be in writing and completed and approved by OCFS prior to the effective date of the adjustment to allow for the processing of any claims related to costs exceeding the current approved budget categories for the contract your organization's project. Any spending related to a budget spending adjustment that is not submitted and approved prior to the effective date may result in the non-reimbursement of associated expenses.

All budget spending adjustments will be subject to review by the OCFS Contract Compliance Unit to determine compliance with mandatory NYS MWBE requirements as stated in the Contract. Any spending adjustment that alters discretionary spending under the Contract may result in changes to your MWBE Spending Goal.

OCFS will not approve any budget spending adjustment during the final year of the Contract that appear to have the intent of spending down unexpended funds on equipment or other items that are not directly related to use in the current contract period/term.

While there are occasions where it is necessary, OCFS discourages budget spending adjustments in the final quarter of the Contract.

20. STATE FINANCE LAW §139-I

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that "[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] [b]y submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-I and <https://www.ny.gov/combatting-sexual-harassment-workplace/employers#top>. By signing this agreement, contractor certifies that it is in compliance with these provisions.

Attachment A-1 B Cover Only

Attachment A1-B

Program Specific Terms and Conditions Healthy Families New York – Home Visiting Program (HFNY)

Healthy Families New York (HFNY) is a voluntary evidence-based home visiting program for expectant parents and families with infants that promotes optimal prenatal care and positive growth and development in order to improve maternal and child health and social outcomes for families at risk of abuse and neglect. The program offers intensive home visitation services weekly until the child is at least six months old and periodically thereafter based on the needs of the family until the child is in school or Head Start.

Program Goals are to:

- Support positive parent-child bonding and relationships;
- Promote optimal child and family health, development, and safety;
- Enhance family self-sufficiency;
- Prevent child abuse and neglect.

All Healthy Families New York Programs will adhere to the following program requirements:

- Compliance with the Healthy Families America (HFA) Best Practice Standards for providing quality home visiting services. This would include adapting to all changes made to the standards that may require additional training, changes in dues, funding accreditation visits, and making all necessary changes to the budget to implement new Best Practice Standards;
- Compliance with guidelines included in the Healthy Families New York Policy Manual;
- Provision of Home Visiting Services in a specified target area including universal screening in collaboration with relevant community service providers;
- Coordination with local health and social service departments and other community service providers to support families in receiving needed services;
- Compliance with prescribed performance targets and updates made to the targets as new standards are implemented by HFA;
- Compliance with prescribed performance indicators and updates made to the indicators as new standards are implemented by HFA;
- Participation in bi-annual State Leadership Meetings;
- Participation in bi-monthly Regional Meetings;
- Participation in the home visiting Management Information System (MIS) within established time frames and ongoing evaluation conducted by OCFS with the Center for Human Services Research;
- Participation and completion of all required core, wrap-around and advanced training within specified timeframes;
- Participation and agreement to be affiliated and accredited by Healthy Families America.

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C028894

Attachment A1-B

LOCAL SHARE MATCH REQUIREMENT:

- There is a required local match in the amount of 10%.
- The local share match may be reflected in any budget category. It does not need to be in the same category where grant monies are being requested.
- The local share source can be cash or in-kind.

DESIGNATED PAYMENT OFFICE:

All reports, claims for reimbursement, and claims to account for the advance payment (if applicable), must be logged and completed on-line in the Contract Management System (CMS).

State Funded Awards:

- Total administrative costs are limited to 15 percent of the total grant award as established by OCFS policy. OCFS reserves the right to adjust this limit at its sole discretion.
- Total administrative expenses are limited to 15 percent of the grant award, less expenses for equipment, capital expenditures, rental costs, participant support cost and the portion of each subcontract in excess of \$25,000.00.

ALLOWABLE AND NON-ALLOWABLE COST:

Allowable Cost include but are not limited to*:

- Staffing, fringe benefits;
- Staff recruitment and on-boarding expenses (i.e. background checks, fingerprints, advertisement of posting);
- HFA Affiliation Fee and Peer Review Travel Cost;
- Project equipment and furniture;
- Computers/laptops equipment and appropriate software for the project;
- Supplies, mailing and printing costs of project related flyers/pamphlets, educational materials and other outreach and referral sources;
- Staff travel costs, including per diems while in travel status, at the approved State travel rate. State rates are available at the following web address: <http://www.osc.state.ny.us/agencies/travel/travel.htm>; Training and Staff Development expense;
- Occupancy Space Cost;
- Telephone installation and monthly billing;
- Consultants retained by a formal agreement that supports the program and workplan, targets and indicators;
- Rental of space;
- Gift cards for families being served (gift cards must be tracked and include a signature from 2 agency staff and a signature from the family that the gift card was received. The documentation should include the family's name and the exact gift card amount.);
- Family and Group Event Supplies;

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Attachment A1-B

- Payroll and Audit fees (these are to be 100% administrative expense in your budget if charged);
- Vendors may use funds for staff recruitment, retention and longevity bonuses unless prohibited by the funding source, statute related to the funding or program, or prohibited by the vendor's employment policy(ies).

Non-Allowable Cost include but are not limited to*:

- Capital development or acquisition costs such as purchasing buildings and/or major refurbishing/renovation of buildings;
- Out-of-state travel, unless approved by the OCFS Program Manager;
- Interest costs, including cost incurred to borrow funds;
- Costs of organized fund raising;
- Cost for preparation of continuation agreements or contracts and other proposal development costs;
- Legal fees to represent agency/staff;
- Entertainment costs, including social activities for program and staff, unless directly associated with the project;
- Costs for dues, attendance at conferences or meetings of professional organizations, unless attendance is necessary in connection with the project;
- Overtime costs;
- Costs for dues, incorporation fees, conferences, or meetings unless directly in connection with the project; and
- Meals for staff at meetings or trainings.

This is not a comprehensive list*. Any questions should be directed to OCFS.

ADDITIONAL PROGRAM REQUIREMENTS:

Additionally, all contractors with subcontracts will provide oversight that minimally includes review of all program and fiscal reports and claims on a quarterly basis. On-site reviews will be conducted as needed or at the direction of OCFS. The contractor will identify the person(s) responsible for this oversight. The subcontract agreement will include this requirement and will also include as applicable information regarding referrals of participants and respective responsibilities of the contractor and subcontract.

Revised 7/2022

C028894

Contractor Name:	SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
Period of Budget:	7/1/2020-6/30/2025
Contract Number:	C028894

**ATTACHMENT B
BUDGET SUMMARY**

(Rev. 1/8/02)

The purpose of this form is to document the budget for the proposed project. Indicate the amount of funds being requested to support the proposed project under "OCFS Funds."

Expense Category 1	Local Share/ Local Match (if applicable) 2	OCFS Funds 3	Total Project Cost 4
A. Personal Services			
1. Project Staff Salaries	\$55,488	\$640,168	\$695,648
2. Fringe Benefits	\$27,466	\$338,866	\$364,321
3. Total (Lines 1 + 2)	\$82,944	\$977,023	\$1,059,867
B. Non-Personal Services			
4. Contractual/Consultant	\$123,600	\$2,891,876	\$3,015,375
5. Travel/Per Diem	\$1,690	\$3,000	\$4,690
6. Equipment	\$0	\$18,030	\$18,030
7. Supplies	\$20,410	\$52,030	\$72,440
8. Other Expenses	\$171,577	\$59,238	\$230,815
9. Total (Total Lines 4 to 8)	\$317,177	\$3,024,173	\$3,341,350
C. Project Total (Lines 3 + 9)	\$400,121	\$4,001,198	\$4,401,317

400,121	Local Match (if required) Use *calculation below
---------	---

***Local Match Calculation = % of matching funds (if required in the RFP or contract agreement) X OCFS grant award.**

Total costs entered for each budget category above must reflect totals from attached Budget Sections.

Local Share refers to all funds other than this grant award, including in-kind contributions to support the project as described in the narrative section of the application. The type and amount of in-kind contributions should be specifically identified under the appropriate Budget Section. The total amount of the in-kind portion of Local Share should be entered in parenthesis next to Local Share Project Total space.

OCFS Funds are the funds you are requesting through this application.

Total Cost refers to the combined Local Share and Grant Funds for this project.

Budget Narrative: Complete the narrative section for each part of the budget. Instructions are included on the following application budget pages.

Note: All items in the Budget must be consistent with the goals and objectives of the Project Narrative. Additional budget narrative pages may be attached as necessary.

* Total Project Cost must agree with Total Anticipated Revenue form as submitted with this application.

Local Share/Match Breakdown

	Source	Amount
A. Cash Donations		
B. In-Kind Donations		
C. Volunteers/Intern		
D. Fees for Service		
E. Unrestricted Cash or Fund Balance		
F. Grants:		
- Other grants supporting this project		
Amount of OCFS Funds	OCFS Funds	\$4,001,196
Non-OCFS Funds supporting this project	Schenectady County	\$400,121
Total		\$4,401,317

Itemize amounts of assured revenue, potentially available funds, and estimated income from in-kind contributions to support this project.

Cash Donations should be calculated on the basis of what the applicant organization can realistically be expected to raise during the program year; attach a description of fund raising efforts.

In-Kind Donations refers to equipment, furnishings and other non-personal expenses that are donated to support the function of this project.

Volunteers (another type of in-kind contribution) refers to project personnel who donate their time to the functioning of this project. Volunteer job descriptions and timecards should be kept to substantiate this line item.

Unrestricted Cash or Fund Balance Unrestricted funds include all revenues that are not specifically restricted as to their use. Unrestricted funds include income from dues, publication sales, advertising sales, conference fees, mailing label sales, interest income from unrestricted funds, fees obtained in the execution of externally funded projects, and contributions.

Fees for Services refers primarily to income received from clients directly. In addition, any income received by the applicant organization for reimbursable activities funded by this contract such as counseling, training, speaking engagements, etc., must be listed here.

Grants refers not only to the amount being requested under this grant but also to monies received (or applied for) from another funding source for activities related to this contract, e.g., state, federal, local. Each grant must be listed separately under Section F.

Multi-Year Contract Budget Development Form

Contract #: C028894						
Agency Name: Schenectady County Public Health Services						
Funding Year: 7/1/20-6/30/25	Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4	Budget Year 5	Total
	7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24	7/1/24-6/30/25	
A - PERSONNEL SERVICES EXPENSES						
1 - Personnel	\$116,548	\$99,116	\$137,224	\$142,008	\$146,262	\$640,158
2 - Fringe Benefits	\$67,918	\$56,260	\$59,322	\$73,845	\$77,519	\$330,865
Personnel Services Total	\$184,467	\$155,376	\$196,546	\$215,854	\$223,781	\$977,023
B - NON-PERSONAL SERVICES						
4 - Contractual / Consultant Total	\$438,910	\$442,123	\$633,058	\$684,049	\$685,735	\$2,883,875
5 - Travel / Per Diem Total	\$0	\$500	\$500	\$1,000	\$1,000	\$3,000
6 - Equipment Total	\$0	\$6,030	\$0	\$12,000	\$0	\$18,030
7 - Supplies Total	\$5,418	\$6,916	\$15,144	\$14,485	\$8,088	\$62,030
8 - Other Total	\$4,072	\$14,821	\$16,948	\$12,268	\$11,031	\$69,238
Non-Personal Services Total	\$448,398	\$474,490	\$665,648	\$723,762	\$715,855	\$3,024,173
GRAND TOTAL	\$632,865	\$629,865	\$862,194	\$939,616	\$939,636	\$4,001,196
Local Share/Match	Percent	0 10%	0 10%	0 10%	0 10%	0 10%
	Amount	\$62,987	\$62,987	\$86,219	\$93,964	\$93,964
						\$400,121

C028894

Personnel Narrative

HSF Program Manager (SCPHS Title: HSF Program Coordinator) (P): Ensures that all aspects of service delivery to families are implemented and executed according to the HFNY home visiting model. The objectives are achieved through a combination of on-site duties, including direct service, crisis intervention, participating in family/community events and support groups. This position will provide direct supervision to the Program Coordinator (CCE Job Title: Program Manager) in the subcontractor budget. We are defining management and supervision of direct line staff and costs associated with them as programmatic expenses.

State/MIECHV split through 9/30/22 = 67/33. 100% funded as of 10/1/22.

Decreased salary is due to the reclassification of the Program Manager civil service title with SCPHS's 2022 complete reorganization. The prior Incumbent- who retired in Jan 2022- was at top step & salary for the respective civil service title & grade held. The new incumbent, who was hired in Feb 2022, was hired at step 1 of the position's reclassified civil service title & grade.

Central Intake Coordinator (SCPHS Title: IPS-II) (P): Responsible for central intake of referrals from families and community providers; community outreach ~ 75% of the time of the 1.0 FTE (Split role: see #3) State/MIECHV split through 9/30/22 = 67/33. 100% funded as of 10/1/22.

Central Intake Coordinator (SCPHS Title: IPS-II) (A): Management of the data system, office management, will learn claim preparation and program fiscal support in association with the HSF Program Manager and PH Financial Manager ~25% of the time of the 1.0 FTE. (Split role: see #2). State/MIECHV split through 9/30/22 = 67/33. 100% funded as of 10/1/22.

Child Development Specialist (SCPHS Title: Public Health Nurse): Performs duties of Child Development Specialist per HFA guidelines (educates staff, reviews ASQs, joint home visits for developmental screening as needed). Funded 20% as of 10/1/22.

Note: The previous incumbent who fulfilled the role of CDS has retired after 20+ years of service to SCPHS. That individual was at top step/ salary for the respective civil service title held. SCPHS will fulfill the role of CDS with a PHN, effective 10/1/22.

Financial Manager (A): Fiscal oversight- assist Program Manager with budget development and provide guidance re: overall program financial status in relation to both grant and contractor (SCPHS) budgets; prepare & submit grant claims or review claims prepared by others & provide guidance as needed prior to submission. Respond to fiscal or claim related inquiries as needed from NYS OCFS FAU.

Funded 6% through 9/30/22 (remaining 4% is In-kind). Funded 10% as of 10/1/22.

Schenectady County recently had a 5-year CSEA contractual agreement ratified. The projected staff salaries include a 2.25% increase for 2022 and 2.25% cost of living increases plus applicable contractual step increases for subsequent years.

Fringe: Costs include Health and Dental Insurance, Unemployment, Retirement, Social Security and Workers Compensation. Fringe estimated at 52% for Year 4 and 53% for Year 5.

Multi-Year Contract Budget Development Form

Contract #: C028894

Agency Name: Schenectady County Public Health Services

Funding Year: 7/1/20-6/30/25

	P/A	Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4	Budget Year 5	Total
		7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24	7/1/24-6/30/25	
B4. Contractual / Consultant *							
See Original Budget		\$436,910	\$442,123	\$465,107	\$464,276	\$473,691	\$2,272,047
Cornell Cooperative Extension of Schenectady County	P			\$172,254	\$217,608	\$221,047	\$610,908
Facility Rent and Other Related Expense				\$4,318	\$1,082	\$0	\$5,400
Multifunction Copier/Printer Maintenance	P			\$1,284	\$1,173	\$1,067	\$3,514
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
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							\$0
							\$0
							\$0
Contractual / Consultant Total		\$436,910	\$442,123	\$682,058	\$684,048	\$695,758	\$2,891,576

In the P/A column identify if the expense is Administrative (A) or Program (P) related. If a consultant is split between P and A, two lines should be used.
* Includes, but not limited to; rent, equipment rental and vehicle leases (if applicable)

Contractual/Consultant agreements will be uploaded to CMS prior to claiming. All subcontractors or consultant arrangements, including vendor, consultant, and purchase of service agreements to provide any services outlined in or associated with the project, must be by written agreement. All proposed agreements must be submitted to the OCFS Program Manager and have written approval by OCFS.

Narrative

Schenectady County Public Health Services subcontracts with Cornell Cooperative Extension, Schenectady County to provide HSF home visiting services. See sub-contractor budget for details. All OCFS funds are program costs. Budget assumes 2% salary increase for staff in Years 4 & 5.

Cornell Cooperative Extension of Schenectady County
107 Nott Terrace, Suite 301
Schenectady, NY 12308
Federal ID#: 14-6036884

Facility Rent and Other Related Expenses- annual share of rental cost for space occupied by program staff to conduct routine work, office visits with clients, hold meetings. Additional cost that could be covered under this line are moving expenses in the event of a program relocation, storage, minor renovations and repair to set up and relocate to new site that are not covered under rental agreement. P= 67% of total estimated shared cost and MIECHV funded through 9/30/22. NYS Portion is local share through 9/30/22. Year 3 budgeted amount is approx 21.2% of total program-related cost & funded as of 10/1/22. Year 4 rent budgeted amount is approximately 5.4% of total program-related cost. Year 5 rent is 100% local share.

Multifunction Copier/Printer Maintenance (P): This line will be used to cover maintenance & usage costs on the multifunction copier/printer. This copier is used solely by HSF program staff. MIECHV portion is 33% funded through 9/30/22. Remaining 67% is NYS/Local Share through 9/30/22. Will be 100% funded as of 10/1/22.

Multi-Year Contract Budget Development Form

Contract #: C028894
Agency Name: Schenectady County Public Health Services

Funding Year: 7/1/20-6/30/25		Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4	Budget Year 5	Total
P/A		7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24	7/1/24-6/30/25	
B5. Travel / Per Diem Total*							
See Original Budget		\$0	\$500	\$500	\$0	\$0	\$1,000
Local Travel	P			\$0	\$500	\$500	\$1,000
Out of County/State Travel	P			\$0	\$500	\$500	\$1,000
							\$0
							\$0
							\$0
							\$0
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							\$0
Travel / Per Diem Total		\$0	\$500	\$500	\$1,000	\$1,000	\$3,000

In the P/A column identify if the expense is Administrative (A) or Program (P) related. If travel is split between P and A, two lines should be used.
 * Includes, but not limited to; type of travel (auto, air, train, etc.), conference fees, lodging, meals, and travel associated with outside training

All travel reimbursements will not exceed NYS travel rates in effect. Out of state travel must be pre-approved by your NYS OCFS Program Manager prior to reservations/arrangements are made. Reimbursement for travel, lodging and mileage costs will not exceed the State rates then in effect. The OCFS bases travel reimbursements on the latest approved policies and rates set forth by the NYS Office of the State Comptroller (OSC). Travel, mileage and per diem rates must use the NYS rates in effect and apply based on where the destination is located not the location of the program/agency.

Narrative

Local Travel (P) - This line is for local travel for the program staff to complete program related tasks such as but not limited to travel to support all activities listed in the work plan such as home-visits, assessments, enrollments, intake, outreach, staff development activities, meetings, performing shadowing of staff on home visits, travel to local agencies and to perform Quality assurance at home-visits, and trainings as it pertains to their duties, meeting performance goals and meeting client needs. Examples of travel cost are but not limited to mileage reimbursement, transportation cost, (transportation examples are: care services, taxi, uber, Lyft, train, metro cards, tolls and parking cost. Excluding fines and valet). Local Share through 9/30/22 then 100% funded as of 10/1/22.

Out of County/State Travel (P) -This line item is for travel to trainings, meetings and conferences as required by model developer and OCFS. Conferences and staff development opportunities, trainings, and meetings as they become available and scheduled throughout the year. Examples of cost included in this line item is mileage reimbursement, hotel, per diem, tolls, airfare/transportation cost and parking fees. Due to the ongoing COVID-19 Pandemic, there continues to be no expectation of out of County/State travel for trainings in Year 3. Year 4 and 5 budgets include minimal amounts to cover this expense as the need arises.

Multi-Year Contract Budget Development Form

Contract #: C028894

Agency Name: Schenectady County Public Health Services

Funding Year: 7/1/20-6/30/25

	P/A	Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4	Budget Year 5	Total
		7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24	7/1/24-6/30/25	
B6. Equipment*							
See Original Budget	P	\$0	\$6,030	\$0	\$0	\$0	\$6,030
Equipment	P			\$0	\$12,000	\$0	\$12,000
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
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							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
Equipment Total		\$0	\$6,030	\$0	\$12,000	\$0	\$18,030

In the P/A column identify if the expense is Administrative (A) or Program (P) related. If equipment is split between P and A, two lines should be used.
 * Only include when unit cost is greater than or equal to \$5,000/unit
 * List by individual unit

Contractor must maintain adequate records on all equipment purchases; this includes equipment purchased by subcontractors. Upon request from OCFS, the contractor must provide an equipment inventory list that includes model and serial numbers for all equipment purchases included on the claim expense report. If the equipment being purchased exceeds \$5,000 per unit, at least three written quotes must be obtained prior to purchase and must be shared with OCFS. Any computer/network install are for use of staff associated with this contract only.

Narrative

Equipment (P) - This line will be based on program need, to incorporate any equipment expenses, within reason, which may arise throughout each year and would not be covered under any other budget categories. This line may not be used without prior approval by your OCFS Program Manager and is subject to MWBE review. Equipment is defined as tangible personal property having an acquisition value of \$5,000 or more per unit. Three written bids will be needed for any single item; prior OCFS approval will be needed before purchase and before funds are shifted to this line. If a bidder other than the lowest bidder is selected, a statement must be submitted explaining why the vendor was selected. All bids must be uploaded into CMS with your contract.

Contractor anticipates need to replace aging multifunction copier in Year 4.

Multi-Year Contract Budget Development Form

Contract #: C028894

Agency Name: Schenectady County Public Health Services

Funding Year: 7/1/20-6/30/25

	P/A	Budget Year 1 7/1/20-6/30/21	Budget Year 2 7/1/21-6/30/22	Budget Year 3 7/1/22-6/30/23	Budget Year 4 7/1/23-6/30/24	Budget Year 5 7/1/24-6/30/25	Total
B7. Supplies*							
See Original Budget		\$5,416	\$5,916	\$6,416	\$5,378	\$215	\$26,341
Office Supplies				\$4,644	\$4,965	\$3,874	\$13,483
Program Supplies				\$4,084	\$4,122	\$4,000	\$12,206
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
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							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
Supplies Total		\$5,416	\$6,916	\$15,144	\$14,488	\$8,089	\$62,030

In the P/A column identify if the expense is Administrative (A) or Program (P) related. If supplies are split between P and A, two lines should be used.
 * List by major category of supply items (ie. Office supplies, program supplies, janitorial, general, ect).

Narrative

Office Supplies (P): The total current program FTE is 16.55, Supplies will not exceed \$300 per FTE without prior justification and approval by OCFS. Office supplies to include but not limited to paper, pens, folders, binders, paperclips, highlighters, staplers, post it notes and toner. Year 3 and 5 amounts are less than max allowed based on anticipated FTEs.

Program Supplies (P) - The purpose of this line is for program resources used by staff, parents and children in the program to educate and support positive PCI, bonding and attachment, decrease social isolation, child development and health. Supplies will include but not be limited to dvds, books, educational toys, curriculum, advisory and council supplies, small office furniture and equipment and software. *Equipment and small office equipment maybe purchased under this line but will not be needed annually and will be requested with OCFS approval.

Note: the 22-23 budget accounts for anticipated need for computer upgrades for all staff in 2023 due to County-wide upgrade to Windows 11.

*The volume and types of supplies under this category may differ slightly from year to year based on program needs and current cost per item.

**Contractor must maintain adequate records on all equipment/furniture purchases; this includes equipment/furniture purchased by sub-contactors. Upon reimbursement from OCFS, the contractor must provide an equipment/furniture inventory supply list that includes model and serial numbers for all equipment/furniture purchases with the on-line claim expense report. If the supplies being acquired have a value less then \$2,500 per unit, three written and or verbal quotes must be obtained prior to purchase. Any supplies having an acquisition value of \$5,000 per unit must obtain three written bids. If a bidder other than the lowest bidder is selected, a statement must be submitted explaining why the vendor was selected. Any computer/network installs are for use of staff associated with this contract only.

Multi-Year Contract Budget Development Form

Contract #: C028894

Agency Name: Schenectady County Public Health Services

Funding Year: 7/1/20-6/30/25

	PIA	Budget Year 1	Budget Year 2	Budget Year 3	Budget Year 4	Budget Year 5	Total
		7/1/20-6/30/21	7/1/21-6/30/22	7/1/22-6/30/23	7/1/23-6/30/24	7/1/24-6/30/25	
BS, Other*							
See Original Budget		\$4,072	\$14,821	\$8,756	\$4,716	\$4,951	\$36,415
Family & Group Events and Supplies	P			\$3,588	\$4,500	\$3,000	\$11,088
Postage/Shipping	P			\$585	\$491	\$440	\$1,516
HFA Affiliation Fee and Peer Review Travel Cost	P			\$5,017	\$1,562	\$1,640	\$8,219
Training and Staff Development	P			\$1,000	\$1,000	\$1,000	\$3,000
Occupancy and Space Costs (Utilities)	P			\$0	\$0	\$0	\$0
Indirect Costs @ 10% of Direct Salaries	A			\$0	\$0	\$0	\$0
Unforeseen Misc. Expenses	P			\$0	\$0	\$0	\$0
Non-Recurring Expenses	P			\$0	\$0	\$0	\$0
				\$0	\$0	\$0	\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
Other Total		\$4,072	\$14,821	\$38,048	\$12,288	\$11,031	\$86,268

In the P/A column identify if the expense is Administrative (A) or Program (P) related. If other expenses are split between P and A, two lines should be used. *Items not in any other category of budget (ie. Space/Occupancy costs, Operating Expenses, Printing Services, Miscellaneous Expenses)

Narrative

Family and Group Event and Supplies (P) - This line will be used for family and group events in order to build protective factors and reduce isolation among the HFNY families. Events include but are not limited to socialization groups, educational groups, workforce readiness and family outings. Events may also include admission costs to various venues in the community. Supplies may include but not be limited to arts, crafts, educational supplies, decorations and refreshments for families. Cost will also include client transportation costs which will include but not be limited to public transportation (metro cards, bus fare) and taxi and ride sharing services. Increased due to loss of MIECHV funding as of 9/30/2022.

Postage/shipping (P) - Cost are for mailings and shipments for program materials to clients and outreach material, recruitment of program and staffing. Increased due to loss of MIECHV funding as of 9/30/2022.

HFA Affiliation Fee and Peer Review Travel Cost (P) - This annual fee is a requirement and is subject to change annually. The amount is determined by HFA. This line will be used to cover for accreditation related fees/expenses and travel expenses for peer reviewers as required by the model developer. Increased due to loss of MIECHV funding as of 9/30/2022.

Training and Staff Development (P) - The Training/Staff Development is to help develop skills and help define roles and responsibilities throughout the program. This line will be used for trainings, conferences and curriculum may cover topics such as but not limited to: PCANY Prevent Child Abuse Conference, HFA Leadership Conference, CLS Training, various Breastfeeding trainings, trainings on Child Development, Poverty, Resiliency, Motivational Interviewing, Wellness and Mental Health and others as they become available. Estimated cost will cover registration fees and materials/supplies and/or pay for a trainer/speaker to put on trainings which may include their fee and/or travel expenses (not to exceed the NYS Travel Rates). Increased due to loss of MIECHV funding as of 9/30/2022.

Occupancy Space Costs (P) - Expenses under this line include but are not limited to property and school tax, utilities, gas, electric, water and sewer, solid waste. Non Contractual costs such as but not limited to snow removal, lawn care, pest control, to include non contractual maintenance to assist hiring of electricians, plumbers. Fees and Inspections to include codes and fire inspections as needed. P = 67% of estimated cost share.

Indirect Cost (A) - We have an approved federal Indirect cost agreement which is uploaded in CMS. Our current approved rate is 10%. Costs in this line are not charged in any other category. Indirect costs are local share.

Unforeseen Misc. Expenses (P) - This line will be based on program need to incorporate any unforeseen expenses, within reason, which may arise throughout the year and are not call out under other budget categories. This line may not be used without prior approval of your OCFS Program Manager and is subject to MWBE review (unless waiver for MWBE is granted).

Non-Recurring Expenses (P) - Expenses needed for families to assist in emergencies and with expenses that are unforeseen to assist with family needs. Such as but not limited to transportation cost, food, baby supplies, etc.

Attachment C-1

Attachment C-1 – Work Plan Addendum

Contract #C028894

Agency Legal Name: Schenectady County Public Health Services

Healthy Families Program Name: Healthy Schenectady Families

Addendum to Original Work Plan

PROGRAM CAPACITY/FAMILIES TO BE SERVED

**The minimum number of families to be assessed during the annual contract period:
Average number of assessments to be completed each month 23×12 months = 276**

The minimum number of families to be assessed during the term: Total Number of family assessments $276 \times 3 =$ 828.

**The number of families to be enrolled in home visiting services at any one time:
Number of full-time (FTE) Family Support Specialists 9.25×20 families = 185 (Program Capacity)**

The total number of families to be enrolled in home visiting services during the entire annual contract period: 185 to 277.

The total number of families to be enrolled over the contract term is 277 to 415.

PROJECT STAFF

Healthy Schenectady Families adheres to the Healthy Families America and Healthy Families NY Best Practice Standards for service delivery. All staff members adhere to HFNY and HFA model performance indicators and targets, as well as any new standards that may be implemented by HFA.

Each direct service staff person (FRS/FSS) receives ongoing effective supervision and is provided with skill development and professional support. The ratio of supervisors to FSSs is not more than 5.0 FTE to one full-time supervisor. (Part-time supervisors are assigned staff on a pro-rated basis.) All FSS Supervisors are also cross-trained as FRSs. Two FSS are cross-trained as an FRS. The Child Development Specialist functions are provided by SCPHS Family Health Services Director and the HSF Program Manager.

Effective 7/1/22 thru 9/30/22, this grant supports the Program Manager (67%), the Central Intake Coordinator (67%), the IPS –II (67%), the Child Development Specialist (10%) and the financial manager (6%) all who are paid directly out of grant funds. In addition, the grantee

Attachment C-1 – Work Plan Addendum

subcontracts with Cornell Cooperative Extension for a Program Coordinator, 3 Supervisors/FRS, 2 FSS/FRSs and 8 FSSs ; however, this contract pays for 100% of the Program Coordinator, 2 FSS Supervisor/FRSs, and 6 of the 8 FSSs. Another grant (MEIICHV) pays for the remaining contracted staff thru 9/30/22.

Effective 10/1/22 thru 6/30/23, this grant will support the following staff:

- HSF Program Manager (SCPHS Job Title: Program Coordinator) - 100%
- HSF Program Coordinator (CCE Job Title: Program Manager) - 100% (CCE Subcontract)
- Central Intake Coordinator - 100%
- Child Development Specialist (SCPHS Job Title: Public Health Nurse) – 20%
- Financial Manager – 6%
- 3 Supervisors/FRS – 100% (CCE Subcontract)
- 8 FSS – 100% (CCE Subcontract)
- 2 FSS/FRS – 100% (CCE Subcontract)

Supervision is conducted for 1 ½ to 2 hours/week/staff and is —protected in that it occurs in an environment that is safe, without interruption and secluded from the remainder of staff. Supervisors utilize the Transfer of Learning Workbook developed by PCANY to ensure skill acquisition and transfer of learning to practice. Key elements of these reflective supervisory sessions include the review of family support plans and family progress; review of program tools (ASQ, Parent Survey, ASQSE, CHEERS Check-In, Depression screens, etc.) review of home visit activities & completion rates; assessment of cultural and sensitivity practices; discussion of staff strengths and professional growth needs; discussion of family's risk factors identified in the Parent Survey, health and community resource needs.

Educational and work requirements for each position

Supervisors:

- A solid understanding of and experience in supervising and motivating staff and providing support to staff in stressful work environments
- Knowledge of infant and child development and parent-child attachment
- Experience with family-centered and strength-based service provision
- Knowledge of maternal-infant health and dynamics of child abuse and neglect
- Experience in home visitation with a strong background in prevention services for the 0-5 population
- Expectation of carrying 2 to 3 cases as needed.
- Bachelor's degree in human services or related field or an Associate's degree in human services with 2 years of supervisory experience.

Attachment C-1 – Work Plan Addendum

Direct Service Staff (FSSs and FRSs):

- Experience in working with or providing services to children and families
- Knowledge of infant and child development
- Minimum of High School degree for FSS's or FRS's. AS or BS in health or human services field preferred.

HSF staff is selected based on a combination of personal characteristics, experiential and educational qualifications. To the extent possible, staff is hired from the targeted community. Resumes are provided to the OCFS HFNY Program Contract Manager for review.

Staff members currently working with HSF are representative in culture and similar life experiences of the target population. Additionally, staff demonstrates the following characteristics:

- acceptance of individual differences
- ability to establish trusting relationships
- experience and willingness to work with the culturally diverse populations which are present among the program's target population
- ability to work effectively with mothers, fathers, and extended family
- are non-judgmental and believe that children need to be nurtured

Orientation and training:

Newly hired staff members attend the HFNY role specific core training as currently provided by the Prevent Child Abuse NY (PCANY) training team. They also complete online HFA trainings and attend regional trainings covering topics required in the HFA Best Practice Standards. Orientation also includes shadowing experienced staff on home visits. HSF provides weekly ongoing education sessions that includes educational needs identified by staff as well as key topics requiring annual updates (home visit safety, child abuse and neglect issues, etc.). Adherence to program training best practice standards is monitored by the Program Manager and Supervisors via the HFNY MIS.

DESCRIPTION OF TARGET POPULATION/AREA

Please see original work plan

ADDITIONAL INFORMATION

N/A

Healthy Families New York Performance Targets

HEALTH AND DEVELOPMENT TARGETS

1. Immunizations at one year
 - At least 80% of target children ages 12-23 months (including those on creative outreach), will be up-to-date on ALL immunizations recommended for infants birth to six months
2. Immunizations at two years
 - At least 80% of target children ages 24 months and older (including those on creative outreach), will be up-to-date on ALL immunizations recommended through 18 months.
3. Lead Assessment
 - At least 90% of target children will be assessed for the risk of lead in their environment according to the NYS Health Department's suggested schedule.
4. Medical Provider for target children
 - At least 95% of target children will have a medical provider.
5. Target Child Well Baby Medical Provider Visits by 15 months
 - At least 90% of target children will have at least 5 well baby visits by 15-months of age.
6. Target Child Well Baby Medical Provider Visits by 27 months
 - At least 90% of target children will have at least 2 well baby visits between 15 and 27 months of age.
7. Age Appropriate Developmental level
 - At least 98% of target children will demonstrate age appropriate developmental milestones on the Ages and Stages Questionnaire or will be referred for further evaluation/services if delays are detected.
8. Medical Provider for Primary Caretaker 1
 - At least 90% of Primary Care Takers will have a medical provider.

PARENT CHILD INTERACTION TARGETS

1. Primary Care Taker 1 breast feeding
 - 30% of PC1s will breast feed their target children for at least 3 months from the birth of the child.
 - a. Primary Care Taker 1 breast feeding
 - 30% of PC1's will breast feed their target children for at least 6-months from the birth of the child.
2. Valid first CHEERS Check-In assessments
 - Programs will complete 95% valid first required (6-month) CCI assessment for target children.
3. Improving Parent-Child Interaction in vulnerable families by the target child's second birthday.
 - 60% of target children with a total score of or below 18 on the initial (6-month) CCI will score above 18 on the 18-month follow-up.

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C028894

FAMILIAL LIFE COURSE TARGETS

- 1. Employment, Education and Training at target child's first birthday**
 - 50% of families will be enrolled in an education program, job training or job placement program or will obtain employment by the target child's first birthday.
- 2. Employment, Education and Training at target child's second birthday**
 - 75% of families will be enrolled in an education program, job training or job placement program or will obtain employment by the target child's second birthday.
- 3. TANF Benefits on first birthday**
 - At least 35% of families who were receiving TANF benefits at intake will no longer be receiving TANF benefits on the target child's first birthday.
- 4. TANF Benefits on second birthday**
 - At least 50% of families who were receiving TANF benefits at intake will no longer be receiving TANF benefits on the child's second birthday.
- 5. Education of Participants under 21 at Target Child's 6-month birthday**
 - At least 85% of PC1's under 21 at intake and without a high school diploma or GED will be enrolled in high school or a degree bearing program or receive a high school degree or GED certificate by the Target Child's 6-month birthday.
- 6. Education of Participants under 21 at Target Child's first birthday**
 - At least 90% of PC1's under 21 at intake and without a high school diploma or GED will be enrolled in high school or a degree bearing program or receive a high school degree or GED certificate by the Target Child's first birthday.
- 7. Referrals for Needed Services**
 - At least 75% of enrolled participants with Domestic Violence, Mental Health or Substance Abuse issues identified on their Kempe Assessment will be referred for the appropriate services within 6-months of enrollment.

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Performance Indicators	
1. Quarterly Performance Targets:	<ul style="list-style-type: none"> • Four quarters of performance are reviewed for these targets: HD 1, 2, 3 through 8, PCI1, FLC 1, 3, 7. If stated target is achieved at least 3 of four times, target is considered met for the period. • NYS Target Performance: 9 of 12 Performance targets achieved at least 3 out of 4 quarters
2. Retention Rate at One Year:	NYS Target Performance: 50%
3. Assessment Completed Prenatally or within two weeks of birth of Target Child for performance period:	NYS Target Performance: 80%
4. First Home Visit prior to 3 months after Target Child's birth for performance period:	NYS Target Performance: 95%
5. Required forms (Follow-up, ASQ-SE or ASQ) for last month of Performance period.	NYS Target Performance: no invalid forms over 25%
6. Accreditation Requirements for Training:	Orientation, Core, Shadowing, Prenatal, (FSS and FRS) and IFSP Hired after 1-1-14
7. Accreditation Requirements for Training:	Wraparound Training: 3, 6 and 12 Month Hired after 1-1-14
8. Accreditation Requirement for HFA Home Visit rate:	NYS Target Performance: 75%
9. Supervisor observation of FSS/FRS:	NYS Target Performance: 4 visits/2 assessments
10. Prenatal Enrollment in Performance Period:	NYS Target Performance: 65%
11. Creative Outreach:	NYS Target Performance: 10% or less
12. Program Capacity:	85%
13. Regular and Protected Supervision:	75% of expected supervision sessions
14. Time on Level 1:	<ul style="list-style-type: none"> • NYS Target Performance: 90% • 90% of families served in past year should remain on Level 1 for a minimum of 6 months (183 days) after TC's birth or after enrollment (whichever is longer), excluding time on CO.
15. Use of PCI Tool:	<ul style="list-style-type: none"> • NYS Target Performance: 90% • 90% families who have been enrolled for at least 6 months or have received at least one follow-up visit will have been evaluated under the CHEERS Check-In in the past year

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Attachment D

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of _____ percent (____%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (____%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (____%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date 30 days after the end of the quarter.
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____

Contract Number: # _____
Page 1 of 5, Attachment D – Payment and Reporting Schedule

- Fee for Service Reimbursement
Due date _____
- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency _____
- Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # _____
Page 2 of 5, Attachment D – Payment and Reporting Schedule

of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

Contract Number: # _____
Page 4 of 5, Attachment D – Payment and Reporting Schedule

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III. SPECIAL PAYMENT AND REPORTING PROVISIONS

The State Agency, at its sole discretion, may make advance payments to the Contractor in the amount of forty percent (40%) of each budget period amount as set forth in the most recently approved Attached B form (Budget).

A claim requesting an advance payment must be submitted to OCFS within 30 days of the start of the budget period.

Recoupment of any advance payment(s) shall be recovered by crediting 33.3% over 2nd, 3rd and 4th quarter claims and such claims will be reduced until the advance is fully recovered within the annual budget period.

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Health, Housing and Human Services
Dual Reference:
Initiative: HHHS 11

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS DEPARTMENT OF HEALTH FROM THE DRINKING WATER ENHANCEMENT GRANT PROGRAM

Purpose and General Idea:

Provides authorization to amend a Multi-Year Agreement with NYSDOH's Drinking Water Enhancement Grant Program.

Summary of Specific Provisions:

Authorizes the County to enter into a Multi-Year Agreement with NYSDOH's Drinking Water Enhancement Grant Program. The period for this agreement begins on April 1, 2020 and ends March 31, 2025.

Effects Upon Present Law:

None.

Justification:

The \$448,840 that has been awarded to the County and part of this funding would support the Environmental Health Unit's work.

Sponsor: Legislator Ostrelich

Co-Sponsor:

COUNTY OF SCHENECTADY

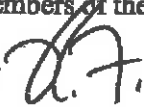


RORY FLUMAN
COUNTY MANAGER

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
Keith Brown, Interim Public Health Director

Date: September 2, 2022

Re: Authorization to Enter into a Multi-Year Agreement with NYSDOH's Drinking Water Enhancement Grant Program

Attached is a memorandum from Keith Brown, Interim Public Health Director, requesting authorization to enter into a multi-year agreement with NYSDOH's Drinking Water Enhancement Grant Program. The period of this agreement begins on April 1, 2020 and ends March 31, 2025. The \$448,840 that has been awarded to the County as part of this agreement will support the Environmental Health Unit's enforcement of NYS Codes, inspections of drinking water facilities, sample collection, data verification, and plan reviews. In addition, this funding will allow the Environmental Health Unit to implement an onsite wastewater treatment system plan review and inspection program for unconventional septic systems. All of these actions protect critical water sources for the approximately 145,000 residents who rely on public drinking water.

I recommend your approval.

SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
INTER-OFFICE MEMO
2022

TO: *Rory Fluman, County Manager*
From: *Keith Brown, Interim Public Health Director*
RE: *Legislative Action – September Legislative Meeting*
Requesting Legislative approval to accept funding from NYSDOH and continue
a multi-year contract to support the Environmental Health Unit’s Drinking
Water Enhancement Grant
Copies: *John P. McPhillips, Commissioner of Finance*
Jaclyn Falotico, Deputy County Manager
Date: *8/26/2022*

The New York State Department of Health (NYSDOH) has approved Schenectady County Public Health Services (SCPHS) Drinking Water Enhancement Grant within the Environmental Health Unit as part of a multi-year contract.

This multi-year contract DOH01-C34772GG-3450000 is for the period of 4/1/2020 to 3/31/2025, with a current budget year of 4/1/2022 to 3/31/2023.

I am requesting Legislative approval to accept these funds and continue this multi-year contract to continue the essential work of the Environmental Health Unit with this Drinking Water Enhancement Grant. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Interim Public Health Director



Schenectady County Legislature

Committee on Labor and Civil Service

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 2, 2022
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Labor and Civil Service
Honorable Pete Frisoni, Chair
Tuesday, September 2, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
LCS	17 A RESOLUTION REGARDING A MULTI-YEAR AGREEMENT WITH PROACT FOR PHARMACY BENEFIT MANAGEMENT SERVICES	Legislator Frisoni	
LCS	18 A RESOLUTION REGARDING THE SUBMITTAL OF CLAIMS BY THE COUNTY AND ACCEPTANCE OF MONIES AS PROVIDED IN THE NYS HEALTHCARE WORKER BONUS PROGRAM	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Labor and Civil Service
Dual Reference:
Initiative: LCS 17

Title of Proposed Resolution:

A RESOLUTION REGARDING A MULTI-YEAR AGREEMENT WITH PROACT FOR PHARMACY BENEFIT MANAGEMENT SERVICES

Purpose and General Idea:

Provides authorization to Enter into a Multi-Year Agreement with ProAct to Provide Pharmacy Benefit Management Services

Summary of Specific Provisions:

Authorizes to enter into a Multi-Year Agreement with ProAct to Provide Pharmacy Benefit Management Services. This is a three-year agreement with services beginning October 4, 2022 and ending October 3, 2025.

Effects Upon Present Law:

None.

Justification:

This contract would provide an annual savings of \$396,032 each year through ProAct's pricing and rebate structure.

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
Christopher Gardner, County Attorney

Date: September 2, 2022

Re: Authorization to Enter into a Multi-Year Agreement with ProAct to Provide
Pharmacy Benefit Management Services

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to enter into a three-year agreement with ProAct to provide Pharmacy Benefit Management services beginning October 4, 2022 and ending October 3, 2025. As Mr. Gardner's memorandum indicates, entering into this contract realizes a savings of almost \$396,032 annual through ProAct's pricing and rebate structure.

I recommend your approval.

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

August 25, 2022

To: Rory Fluman, County Manager

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

Re: Three-Year Contract with ProAct to provide Pharmacy Benefit Management services (PBM) for the period October 4, 2022 through October 3, 2025

CC: Jackie Falotico, Deputy County Manager
Geoffrey Hall, Clerk of the Legislature
Joe Landry, Counsel to the Legislature
Barry McNamara, Benetech, Inc.
John McPhillips, Commissioner of Finance
Joe McQueen, Director of Human Resources
Dennine LaPlante, Deputy Director of Human Resources
Shannon Coelho/Marylou Riddle, Executive Secretary to the County Manager

I have attached a three (3) page proposal from ProAct which summarizes the Tentative Agreement between the County and ProAct to provide Pharmacy Benefit Management (PBM) services.

This new contract will provide annual savings of \$396,032 each year over its three-year term or 8.8% each year.

For the period July 1, 2021 through June 30, 2022, the County's total prescription costs were \$4,502,242. This new contract will reduce those annual costs to \$4,106,210.

The savings are achieved in the following fashion: (AWP means Average Wholesale Price)

1. <u>Brand Drugs – Mail</u> <u>Current pricing</u> AWP minus 17.50%	<u>New Pricing</u> AWP minus 18.50%
2. <u>Brand Drugs – Pharmacy</u> <u>Current pricing</u> AWP minus 17.50%	<u>New Pricing</u> AWP minus 20.00%
3. <u>Generic Drugs – Mail</u> <u>Current pricing</u> AWP minus 81.00%	<u>New Pricing</u> AWP minus 82.50%
4. <u>Generic Drugs – Pharmacy</u> <u>Current pricing</u> AWP minus 82.00%	<u>New Pricing</u> AWP minus 84.00%

Rebates also are heavily increased.


Currently, Schenectady County is spending less on prescription drugs than we did in 2004. This is due to a number of reforms including our landmark Canadian prescription program—the longest continuous Canadian drug program in the United States which we began in December of 2004. The County has also incentivized mail order prescriptions and attains significant savings through this and other reforms.


At this time, when the federal government will just begin to negotiate drug prices for Medicare in 2025, Schenectady County can proudly state that we have a twenty-one (21) year head start in directly limiting prescription drug prices.

I recommend that this proposed contract be submitted to the County Legislature for its consideration on Tuesday, September 6.

CHG:kah
Attachments

Rx Savings Analysis FOR Schenectady County

 **CURRENT PERFORMANCE**
Total Cost: \$4,502,242.11
Rebates: \$915,704.64

 **RE-PRICE DETAILS**
DATE RANGE: 7/1/2021 – 6/30/2022
TOTAL # OF CLAIMS: 31,346



Total Potential Savings FOR Schenectady County:
\$396,031.82



ProAct's Cost

ProAct's re-price of your claims file is based on a "what-if" scenario: What if the group had ProAct's proposed rates on the dates of submission for each claim? It is a retro-active re-price that applies our proposed rates against the AWP price on file for the date of the claim

Upon execution of the contract, the prices referenced below will remain in effect for three (3) years.

National Pharmacy Network	Current Guarantee	Proposed Guarantee
Administrative Fee (per Rx)	\$0.00	\$0.00
Retail 30 Pharmacy Network Discount		
Brand Drugs:	AWP minus 17.50%	AWP minus 18.50%
Brand Dispensing Fee (per Rx):	\$0.90	\$0.90
Generic Drugs:	AWP minus 81.00%	AWP minus 82.50%
Generic Dispensing Fee (per Rx):	\$0.90	\$0.90
Retail 90 Pharmacy Network Discount		
Brand Drugs:	AWP minus 17.50%	AWP minus 20.00%
Brand Dispensing Fee (per Rx):	\$0.00	\$0.00
Generic Drugs:	AWP minus 81.00%	AWP minus 84.00%
Generic Dispensing Fee (per Rx):	\$0.00	\$0.00
Mail Service Pharmacy Discount		
Brand Drugs:	AWP minus 25.00%	AWP minus 27.50%
Brand Dispensing Fee (per Rx):	\$0.00	\$0.00
Generic Drugs:	AWP minus 82.00%	AWP minus 84.00%
Generic Dispensing Fee (per Rx):	\$0.00	\$0.00
Specialty Pharmacy Discount		
Specialty Drugs:	AWP minus 18.00%	AWP minus 19.00%
Specialty Dispensing Fee (per Rx):	\$0.00	\$0.00
Manufacturers' Rebates Paid to the Client		
ADVANTAGE		
Minimum Per Retail 30 Brand Rx:	\$108.15	\$216.10
Minimum Per Retail 90 Brand Rx:	\$108.15	\$427.28
Minimum Per Mail Order Brand Rx:	\$338.48	\$690.82
Minimum Per Specialty Brand Rx:	Retail: \$858.21 Mail: 1,022.13	\$2,286.71

Analysis assumes no change in utilization, generic product availability, or inflation. Signing below indicates agreement to pricing terms, and ProAct will follow-up with a formal agreement. Pricing terms are valid for thirty days from date proposed. Pricing will be enacted upon renewal on 10/4/2022.

Schenectady County

Signature(s) _____

Name(s) _____

Title(s) _____

Date of Signature(s) _____

General Terms

- Pricing proposal is for a three (3) year contract term, subject to the terms and conditions in this pricing proposal.
- Discounted ingredient costs are based upon the actual 11-digit National Drug Code, specific to the quantity dispensed, submitted by a participating network pharmacy at the time of adjudication.
- Retail 90 pricing is for retail claims with greater than 84 days' supply.
- Mail Service/Home Delivery pricing guarantees require an average days' supply of at least 83 days in aggregate.
- Pricing proposal assumes an exclusive specialty arrangement with Noble Health Services, Inc.
- **Pricing details.** Pricing guarantees at retail and mail exclude claims for compounds, DMRs, COB, LDD, 340b, OTCs, vaccines, LTC pharmacies, tribal claims, Most Favored Nation States, U&C, In-House pharmacy, Veteran Administration, Military claims, and specialty claims.
- Zero balance claims are included in the discount guarantees prior to the application of member copayment.
- Discount guarantees are reconciled at the aggregate level. Retail discounts will be reconciled in aggregate for clients who choose to implement ProAct's R90 Program.
- All financial guarantees (discounts, dispense fees, rebates, performance guarantees) are reconciled in aggregate.
- Additional fees to include those for prior authorizations, appeals, direct member reimbursement, reporting or other ancillary charges may be subject to change as part of this renewal based on current market conditions.

Rebate Terms

- **Drug Rebates.** ProAct shall remit to Plan Sponsor that portion of the Rebates as set forth above ("Plan Sponsor Rebates"), with the excess, if any, of actual Rebates over Plan Sponsor Rebates to be retained by ProAct as an additional service fee for the services provided under this Agreement. In lieu of billing Plan Sponsor for this fee, ProAct may retain the amount due from the Rebates collected by ProAct. Rebate guarantees require alignment with ProAct formulary with recommended utilization management programs. No Rebate shall be credited for any generic Claim, whether such Claim is filled with a generic drug or by a brand-name drug dispensed in lieu of a generic drug reimbursement rate. No rebate will be credited for 340b claims, compounds, Coordination of Benefit claims, Limited distribution medications, biosimilars, OTCs, vaccines, Multi-source brands, re-packaged NDC claims, stale dated claims over 180 days, or HIV medications. No Rebate will be credited for any claim whereas the member cost share exceeds 50% of the total drug cost. No rebate will be credited for brand medications in any therapeutic category, disease state or channel through which the Plan Sponsor has adopted or implemented any vendor to source copay assistance or alternate funding. Rebate guarantees are quoted at a 30-day supply for retail claims, 90-day supply for retail 90 and mail order. All rebate guarantees will be reconciled in the aggregate. Quarterly Rebate payment shall be made within sixty (60) days following the quarter collected. ProAct may adjust the Plan Sponsor Rebate payments in an equitable manner if: (i) a generic version of a branded product is introduced in the market; or (ii) a branded product is unexpectedly recalled or withdrawn from the market.
 - If Client makes any change to its formulary, not initiated by ProAct, changes the Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by ProAct under its formulary or utilization management programs, ProAct may adjust the Rebate guarantees in this pricing summary, effective the date of the change.
-

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 18

Title of Proposed Resolution:

A RESOLUTION REGARDING THE SUBMITTAL OF CLAIMS BY THE COUNTY AND ACCEPTANCE OF MONIES AS PROVIDED IN THE NYS HEALTHCARE WORKER BONUS PROGRAM

Purpose and General Idea:

Provides authorization to Submit Claims to NYS for the Health Care Workers Bonus Program

Summary of Specific Provisions:

Authorizes to submit claims to NYS for the Health Care Workers Bonus Program. Schenectady County is required to submit claims for the bonus payments for qualified employees at Glendale Nursing Home who worked during the Covid-19 pandemic.

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2022 Operating Budget to accept new funding from the New York State Department of Health associated with the Healthcare Worker Bonus Initiative for County employees who are in titles with public facing health care responsibilities and service delivery.

Specifically, Interim Director of Public Health Keith Brown and Administrator Todd Zbytniewski and their respective staff have reviewed the parameters of the Bonus Initiative based on guidance provided by the New York State Department of Health and have identified appropriate titles and employees who may be eligible for bonus payments for the vesting and reporting periods during 2022.

Establish and Increase Appropriation Code By:

A516020.132120	Glendale Nursing Home	Healthcare Worker Bonus	\$400,000
A514009.132120	Public Health Administration	Healthcare Worker Bonus	\$ 6,500
A514012.132120	Public Health Preventive Services	Healthcare Worker Bonus	\$ 44,000
A514013.132120	Public Health WIC	Healthcare Worker Bonus	\$ 5,000
A514045.132120	Children with Special Needs	Healthcare Worker Bonus	\$ 12,000
A514310.132120	Community Services Administration	Healthcare Worker Bonus	\$ 18,000
			\$485,500

Establish and Increase Revenue Code By:

A36020.348903	State Aid	Healthcare Worker Bonus	\$400,000
A34009.348903	State Aid	Healthcare Worker Bonus	\$ 6,500
A34012.348903	State Aid	Healthcare Worker Bonus	\$ 44,000
A34013.348903	State Aid	Healthcare Worker Bonus	\$ 5,000

A34045.348903	State Aid	Healthcare Worker Bonus	\$ 12,000
A34310.348903	State Aid	Healthcare Worker Bonus	\$ 18,000
			\$485,500

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

Justification:

Schenectady County is required to submit claims for these bonus payments for the employees at the Glendale Nursing Home.

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
Todd Zbytniewski, Nursing Home Administrator
Keith Brown, Interim Public Health Director
John P. McPhillips, Commissioner of Finance

Date: September 2, 2022

RE: Authorization to Accept Funding from the NYS Health Care Worker Bonus Program

Attached are memoranda from Todd Zbytniewski, Nursing Home Administrator, and Keith Brown, Interim Public Health Director, requesting authorization to accept funding from the NYS Health Care Worker Bonus Program. New York State, in its FY 2023 State Budget, allocated \$1.3 Billion to the Medicaid program for the retention of employees in frontline health care and mental hygiene positions. This is one of several initiatives by NYS to increase the state's health care workforce by 20 percent over the next five years and to acknowledge the critical work performed by them during the COVID-19 Pandemic. Eligible health care workers are those who make less than \$125,000 annually and who worked a consecutive six-month period between October 1, 2021 through March 31, 2024. Qualified employees can earn up to \$3,000, depending on the number of hours worked and duration of service within designated vesting periods. Mr. Zbytniewski and Mr. Brown have both identified staff in their respective departments who meet the eligibility requirements.

The attached memorandum from John McPhillips, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.



Memo

TO: Rory Fluman, County Manager
FROM: Todd M. Zbytniewski, Administrator *TZ*
DATE: August 30, 2022
SUBJECT: NYS Sponsored Health Care Worker Bonus
CC: John McPhillips, Commissioner of Finance

The 2022-2023 New York State Budget allocated \$1.2 billion dollars in funding to the NYS *Healthcare Worker Bonus* (HWB) program for the payment of bonuses for certain frontline healthcare workers that meet the eligibility requirements.

The program offers five vesting periods which are defined as a six-month period between the dates of October 1, 2021 – March 31, 2024. Glendale must submit claims for all eligible employees that worked the entire duration of the vesting period. A qualified employee is eligible for only two vesting periods with a maximum payout of \$3,000. Bonuses will be paid based on the number of weekly hours worked during the vesting period and will range from \$500 - \$1,500.

There are several criteria that must be met to identify eligible employees. The Glendale team has completed this process for the first vesting period (October 1, 2021 – March 31, 2022) and has identified 138 staff that meet the eligibility requirements with a total bonus amount of \$189,500. Our second vesting period is April 1, 2022 – September 30, 2022 and must be submitted by October 31, 2022. We anticipate the numbers to be similar to our first vesting period.

I am requesting that Glendale accept the monies from the NYS Health Care Worker bonus program for vesting period one and vesting period two, both which fall in 2022.

I am requesting to increase the Glendale revenue budget by \$400,000 and to increase the expense budget by \$400,000.

Please let me know if you have any questions.

SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
INTER-OFFICE MEMO
2022

TO: *Rory Fluman, County Manager*
From: *Keith Brown, Interim Public Health Director*
RE: *Legislative Action – September Legislative Meeting*
Requesting Legislative approval to accept NYS Health Care Worker Bonus Program Funds and adjust the Schenectady County Public Health Services budget accordingly
Copies: *John P. McPhillips, Commissioner of Finance*
Jaclyn Falotico, Deputy County Manager
Date: *09/02/2022*

The 2022-2023 New York State Budget allocated \$1.2 billion dollars in funding to the NYS Healthcare Worker Bonus (HWB) program for the payment of bonuses for certain frontline healthcare workers that meet the eligibility requirements.

The program offers five vesting periods which are defined as a six-month period between the dates of October 1, 2021 – March 31, 2024. Public Health Services must submit claims for all eligible employees that worked the entire duration of the vesting period. A qualified employee is eligible for only two vesting periods with a maximum payout of \$3,000. Bonuses will be paid based on the number of weekly hours worked during the vesting period and will range from \$500 - \$1,500.

There are several criteria that must be met to identify eligible employees. The Public Health team has completed this process for the first vesting period (October 1, 2021 – March 31, 2022) and has identified 21 staff that meet the eligibility requirements with a total bonus amount of \$30,734.40. Our second vesting period is April 1, 2022 – September 30, 2022 and must be submitted by October 31, 2022. We anticipate the numbers to be higher than our first vesting period- 36 staff with a total bonus amount of \$53,920 due to the number of new hires after April 1, 2022.

I am requesting that Public Health Services accept the monies from the NYS Health Care Worker bonus program for vesting periods one and vesting period two, both which fall in 2022.

I am requesting to increase the SCPHS revenue budget by \$84,654.40 and to increase the expense budget by \$84,654.40.

Sincerely,


Keith Brown, MPH
Interim Public Health Director

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: John P. McPhillips, Jr., Commissioner of Finance 

DATE: September 1, 2022

SUBJECT: Budget Amendment – New York State Healthcare Worker Bonus - Schenectady County – Schenectady County Public Health and Glendale Nursing Home

The County of Schenectady's Department of Finance provides the following amendment to the 2022 Operating Budget to accept new funding from the New York State Department of Health associated with the Healthcare Worker Bonus Initiative for County employees who are in titles with public facing health care responsibilities and service delivery.

Specifically, Interim Director of Public Health Keith Brown and Administrator Todd Zbytniewski and their respective staff have reviewed the parameters of the Bonus Initiative based on guidance provided by the New York State Department of Health and have identified appropriate titles and employees who may be eligible for bonus payments for the vesting and reporting periods during 2022.

Establish and Increase Appropriation Code By:

A516020.132120	Glendale Nursing Home	Healthcare Worker Bonus	\$400,000
A514009.132120	Public Health Administration	Healthcare Worker Bonus	\$ 6,500
A514012.132120	Public Health Preventive Services	Healthcare Worker Bonus	\$ 44,000
A514013.132120	Public Health WIC	Healthcare Worker Bonus	\$ 5,000
A514045.132120	Children with Special Needs	Healthcare Worker Bonus	\$ 12,000
A514310.132120	Community Services Administration	Healthcare Worker Bonus	\$ 18,000
			<u>\$485,500</u>

Establish and Increase Revenue Code By:

A36020.348903	State Aid	Healthcare Worker Bonus	\$400,000
A34009.348903	State Aid	Healthcare Worker Bonus	\$ 6,500
A34012.348903	State Aid	Healthcare Worker Bonus	\$ 44,000
A34013.348903	State Aid	Healthcare Worker Bonus	\$ 5,000
A34045.348903	State Aid	Healthcare Worker Bonus	\$ 12,000
A34310.348903	State Aid	Healthcare Worker Bonus	\$ 18,000
			<u>\$485,500</u>

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



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 2, 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
Tuesday, September 6, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PSF	18 A RESOLUTION REGARDING BUDGETARY AMENDMENTS TO THE CAPITAL IMPROVEMENT PROGRAM FOR THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF FOR THE UPFITTING OF VEHICLES	Legislator Constantine	
PSF	19 A RESOLUTION TO ACCEPT MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR PURPOSES OUTLINED IN THE STATEWIDE INTEROPERABLE COMMUNICATIONS GRANT PROGRAM	Legislator Constantine	

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Public Safety and Firefighting
Dual Reference: Ways and Means
Initiative: PSF 18

Title of Proposed Resolution:

A RESOLUTION REGARDING BUDGETARY AMENDMENTS TO THE CAPITAL IMPROVEMENT PROGRAM FOR THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF FOR THE UPFITTING OF VEHICLES

Purpose and General Idea:

Provides authorization to Amend the 2022 Capital Budget for the Upfitting of the Sheriff Department's Interceptors.

Summary of Specific Provisions:

Authorizes the amendment of the Sheriff Department's 2022 Budget for the upfitting of the Sheriff Department's Interceptors. The amended budget amount is \$153,000.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2022 Capital Budget for the purchase and upfit of various vehicles for the Sheriff's Department.

Recent bid results for the purchase and upfitting of vehicles for the Sheriff's Department have come in higher than anticipated when the 2022-2027 Capital Plan was being developed. Vehicles have been purchased and are ready for upfitting. However, there is insufficient funding available in the capital project to completely finance the upfitting of the vehicles. The project is presently short by approximately \$35,000.

CAPITAL BUDGET

For Capital Project H3110220047 – Sheriff's Department Vehicle Replacement and Upfit

Increase Expense String By:

H523110.201000	Capital – Sheriff's Department	\$35,000
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Increase Revenue String By:

H93333.5710	Obligation Serial Bonds	\$35,000
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Presently, this amendment calls for financing with the use of obligation serial bonds. The County may determine to cash capitalize this project in the future. I recommend that this budget amendment be presented to the County Legislature for consideration.

Justification:

The increase in amounts is due to inflation and supply change dynamics

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
Dominic A. Dagostino, County Sheriff
John P. McPhillips, Commissioner of Finance
Date: September 02, 2022
Re: Authorization to Amend the 2022 Capital Budget for the Upfitting of Police Interceptors

Attached is a memorandum from Sheriff Dominic A. Dagostino requesting authorization to amend the 2022 Capital Budget for the upfitting of three police interceptors. The 2022 budgeted amount for the purchase and upfitting of the three interceptors is \$153,000. While the interceptors have been purchased, the bid for the upfitting is higher than anticipated. This necessitates an additional \$34,665.81 to complete this project.

The attached memorandum from John McPhillips, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.



**SCHENECTADY COUNTY
SHERIFF'S OFFICE**

320 VEEDER AVENUE

SCHENECTADY, NEW YORK 12307

Dominic A. Dagostino - Sheriff

James J. Barrett - Undersheriff

PHONE (518) 388-4300 FAX (518) 388-4593



8/24/2022

TO: Anthony Jasenski – Chair of the County Legislature
Rory Fluman – County Manager
John McPhillips – Commissioner of Finance

FROM: Sheriff Dominic Dagostino
Undersheriff James Barrett

RE: To Increase 2022 Capital Budget Expense for Police Interceptors

County Manager Rory Fluman,

We respectfully request the authorization for additional funding to increase a capital budget item that was approved within the 2022 Capital Budget for three new police interceptors with proper upfitting. The original projection was \$153,000 back in June 2021 and this amount was used to create capital project number 3110220047. The three interceptors have been purchased for a total of \$109,370.61 with delivery expected in late October. The bid for upfitting has come back at \$78,295.20 for all three vehicles. This leaves the project with a shortfall of \$34,665.81

We ask for this increase to this capital project to ensure that these interceptors, once delivered will get upfitted and placed into service as soon as possible.

Respectfully,

Sheriff Dominic Dagostino


Schenectady Sheriff's Office established in 1809

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: John P. McPhillips, Jr., Commissioner of Finance 

DATE: September 1, 2022

SUBJECT: Capital Budget Amendment – Vehicle Replacement and Upfit – Sheriff’s Department

The Schenectady County Department of Finance provides the following amendment to the County’s 2022 Capital Budget for the purchase and upfit of various vehicles for the Sheriff’s Department.

Recent bid results for the purchase and upfitting of vehicles for the Sheriff’s Department have come in higher than anticipated when the 2022-2027 Capital Plan was being developed. Vehicles have been purchased and are ready for upfitting. However, there is insufficient funding available in the capital project to completely finance the upfitting of the vehicles. The project is presently short by approximately \$35,000.

CAPITAL BUDGET

For Capital Project H3110220047 – Sheriff’s Department Vehicle Replacement and Upfit

Increase Expense String By:

H523110.201000	Capital – Sheriff’s Department	<u>\$35,000</u>
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Increase Revenue String By:

H93333.5710	Obligation Serial Bonds	<u>\$35,000</u>
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Presently, this amendment calls for financing with the use of obligation serial bonds. The County may determine to cash capitalize this project in the future. I recommend that this budget amendment be presented to the County Legislature for consideration.

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Public Safety and Firefighting
Dual Reference: Ways and Means
Initiative: PSF 19

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR PURPOSES OUTLINED IN THE STATEWIDE INTEROPERABLE COMMUNICATIONS GRANT PROGRAM

Purpose and General Idea:

Provides authorization to enter into a Multi-Year Agreement with the NYS Department of Homeland Security and Emergency Service for the 2021 and 2022 Statewide Interoperable Communication Grant

Summary of Specific Provisions:

Authorization request to enter a multi-year- agreement with NYS Department of Homeland Security and Emergency Service. The County has been awarded \$1,197,673 to cover the maintenance cost of the 800mzh radio system which allows the UCC to move to Phase II of the County's radio project the period of this agreement begins on January 1, 2022, and ends on December 31, 2024.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2022 Capital Budget for the Radio Interoperability Project.

Kevin Spawn, the Director of the Unified Communications Center, has advised that the New York State Department of Homeland Security and Emergency Services has awarded the County \$1,197,673 in State Aid associated with the New York State 2021-2022 Statewide Interoperable Communications Grant Program.

Director Spawn proposes using \$295,600 of this funding to offset 2023 operational and maintenance costs associated with the Radio Interoperability Project. This State funding will defray costs that would otherwise be financed by the County and municipalities.

The \$902,073 in remaining funding will be used to finance Phase II of the radio project which will entail the replacement of the Crawford Hill radio tower. The existing tower has reached the end of its useful life. This new State Aid will finance project costs that would otherwise be financed with the proceeds of obligation serial bonds.

CAPITAL BUDGET

For Capital Project H3022190045 – Radio Interoperability Project

Increase Revenue String By:

H33022.308937	Statewide Interoperable Communications Grant	\$902,073
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Decrease Revenue String By:

H93333.5710	Obligation Serial Bonds	\$902,073
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I recommend that this budget amendment be presented to the County Legislature for consideration.

Justification:

The \$1,197,673 that has been awarded to the County will cover the maintenance cost of the 800mhz radio system which allows the UCC to move to Phase II of the County’s radio project the period of this agreement begins on January 1, 2022, and ends on December 31, 2024

Sponsor: Legislator Constantine

Co-Sponsor:

COUNTY OF SCHENECTADY

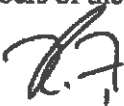


RORY FLUMAN
COUNTY MANAGER

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, Director of the Unified Communications Center
John P. McPhillips, Commissioner of Finance

Date: September 2, 2022

Re: Authorization to Enter into a Multi-Year Agreement with the NYS Department of Homeland Security and Emergency Services for the 2021 and 2022 Statewide Interoperable Communications Grant

Attached is a memorandum from Kevin Spawn, Director of the Unified Communications Center, requesting authorization to enter into a multi-year agreement with the NYS Department of Homeland Security and Emergency Services for the 2021 and 2022 Statewide Interoperable Communications Grant. The period of this agreement begins on January 1, 2022 and ends December 31, 2024. The \$1,197,673 that has been awarded to the County as part of this agreement will cover yearly maintenance costs of the 800mhz radio system and will allow the UCC to move to Phase II of the County's radio project. As part of Phase II, the outdated and unusable Crawford Hill radio tower will be replaced with a new tower, shelter, and generator.

The attached memorandum from John McPhillips, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.



Schenectady County
Unified Communications Center
2694 Hamburg Street, Schenectady NY 12303
Phone: (518) 630-0911 Fax: (518) 831-2850



Kevin W. Spawn – Director
Albert A. DelGiacco – Deputy Director

MEMO CORRESPONDENCE

TO: County Manager Rory Fluman

DATE: 08/19/2022

FROM: Director Kevin Spawn

SUBJECT: 2021 Statewide Interoperable Communications Grant

Schenectady County Unified Communications has been awarded a grant under the New York State 2021 and 2022 Statewide Interoperable Communications Grant Program. The grant funds awarded total \$1,197,673.00. It is our intent to use these monies towards the yearly maintenance costs of the 800mhz radio system and with the additional funds move to phase II of the radio project. Part of Phase II is removing the old unusable MRD tower located on what is known as Crawford Hill. This tower is on County Property and is long out of code or usefulness. A new tower will be erected along with shelter and generator allowing us to move our equipment from the CDTA Tower we are currently borrowing space on. This grant must be completed and closed by December 31, 2024.

Please accept this memo as my request for Schenectady County to add these monies to the budget process. If you have any further questions please don't hesitate to ask.

Respectfully submitted,

Kevin Spawn
Director



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

August 3, 2022

The Honorable Anthony Jasenski, Sr.
Chair, Schenectady County Legislature
620 State Street
Schenectady, NY 12305

Dear Mr. Jasenski,

I am pleased to announce that Schenectady County has been awarded \$1,197,673 under the New York State 2021 and 2022 Statewide Interoperable Communications Grant Program (2021 and 2022 SICG-Formula). This program, administered by my agency, allows for the State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2021 and 2022 SICG-Formula Program will concentrate on improving interoperability and operability of communications systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2021 and 2022 SICG-Formula grant will be 36 months, beginning January 1, 2022 – December 31, 2024, with the possibility of an extension based upon a good cause shown and ample justification for needing additional time. Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 30 calendar days from the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of *"your public safety first"* responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Deputy Director, Brett Chellis, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,


Jackie Bray
Commissioner

cc: Mr. Kevin Spawn, Director of Communications
Schenectady County

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: John P. McPhillips, Jr., Commissioner of Finance 
DATE: September 1, 2022
SUBJECT: Capital Budget Amendment – Radio Interoperability Project – Acceptance of Additional State Aid and Associated Budget Amendment

The Schenectady County Department of Finance provides the following amendment to the County’s 2022 Capital Budget for the Radio Interoperability Project.

Kevin Spawn, the Director of the Unified Communications Center, has advised that the New York State Department of Homeland Security and Emergency Services has awarded the County \$1,197,673 in State Aid associated with the New York State 2021-2022 Statewide Interoperable Communications Grant Program.

Director Spawn proposes using \$295,600 of this funding to offset 2023 operational and maintenance costs associated with the Radio Interoperability Project. This State funding will defray costs that would otherwise be financed by the County and municipalities.

The \$902,073 in remaining funding will be used to finance Phase II of the radio project which will entail the replacement of the Crawford Hill radio tower. The existing tower has reached the end of its useful life. This new State Aid will finance project costs that would otherwise be financed with the proceeds of obligation serial bonds.

CAPITAL BUDGET

For Capital Project H3022190045 – Radio Interoperability Project

Increase Revenue String By:

H33022.308937	Statewide Interoperable Communications Grant	<u>\$902,073</u>
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Decrease Revenue String By:

H93333.5710	Obligation Serial Bonds	<u>\$902,073</u>
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I recommend that this budget amendment be presented to the County Legislature for consideration.



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 2, 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
Tuesday, September 6, 2022 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
WM	5 BOND RESOLUTION OF THE COUNTY OF SCHENECTADY, NEW YORK, ADOPTED IN SEPTEMBER 2022, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE COUNTY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$27,934,283, APPROPRIATING THEREFOR THE AMOUNT OF \$15,900,255, BEING THE SUM OF THE RESPECTIVE APPROPRIATIONS MADE HEREIN THEREFOR, AUTHORIZING THE APPLICATION OF \$7,374,762 TO BE RECEIVED FROM THE STATE OF NEW YORK, AND \$4,543,266 TO BE RECEIVED FROM THE FEDERAL GOVERNMENT AND \$116,000 TO BE RECEIVED FROM OTHER SOURCES TO BE APPLIED TOWARDS THE COST OF SAID	Legislator Fields	

Item	Title	Sponsor	Co-Sponsors
	RESPECTIVE CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF \$15,900,255 SERIAL BONDS OF SAID COUNTY TO FINANCE THE BALANCE OF SAID APPROPRIATIONS.		
PSF	18 A RESOLUTION REGARDING BUDGETARY AMENDMENTS TO THE CAPITAL IMPROVEMENT PROGRAM FOR THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF FOR THE UPFITTING OF VEHICLES	Legislator Constantine	
PSF	19 A RESOLUTION TO ACCEPT MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR PURPOSES OUTLINED IN THE STATEWIDE INTEROPERABLE COMMUNICATIONS GRANT PROGRAM	Legislator Constantine	
LCS	18 A RESOLUTION REGARDING THE SUBMITTAL OF CLAIMS BY THE COUNTY AND ACCEPTANCE OF MONIES AS PROVIDED IN THE NYS HEALTHCARE WORKER BONUS PROGRAM	Legislator Frisoni	

Item	Title	Sponsor	Co-Sponsors
EDP	17 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT FOR THE OPTION AND PURCHASE OF CERTAIN REAL PROPERTY	Legislator Hughes	
CJCA	1 A RESOLUTION TO ACCEPT MONIES FROM THE NYS BOARD OF ELECTIONS FOR EXPENSES RELATED TO PRE-PAID POSTAGE FOR ABSENTEE BALLOTS AND APPLICATIONS	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 9/2/2022
Reference: Ways and Means
Dual Reference: Ways and Means
Initiative: WM 5

Title of Proposed Resolution:

BOND RESOLUTION OF THE COUNTY OF SCHENECTADY, NEW YORK, ADOPTED IN SEPTEMBER 2022, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE COUNTY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$27,934,283, APPROPRIATING THEREFOR THE AMOUNT OF \$15,900,255, BEING THE SUM OF THE RESPECTIVE APPROPRIATIONS MADE HEREIN THEREFOR, AUTHORIZING THE APPLICATION OF \$7,374,762 TO BE RECEIVED FROM THE STATE OF NEW YORK, AND \$4,543,266 TO BE RECEIVED FROM THE FEDERAL GOVERNMENT AND \$116,000 TO BE RECEIVED FROM OTHER SOURCES TO BE APPLIED TOWARDS THE COST OF SAID RESPECTIVE CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF \$15,900,255 SERIAL BONDS OF SAID COUNTY TO FINANCE THE BALANCE OF SAID APPROPRIATIONS.

Purpose and General Idea:

Provides Authorization for Various Projects and Equipment Previously Approved by the County Legislature.

Summary of Specific Provisions:

Authorizes bond issuance for projects previously approved by the County Legislature in the 2022 Capital Budget or by separate resolution.

Effects Upon Present Law:

Bond Counsel has prepared the required bond resolution authorizing bonding for various projects previously approved by the County Legislature in the 2022 Capital Budget or by separate resolution.

A summary of the items included within the Resolution are as follows:

Aviation	\$ 1,139,760
Community College	4,452,500
Culture and Recreation	31,675
Engineering and Public Works	4,887,001

Emergency Management	20,000
Facilities	1,643,861
Information Systems	1,289,013
Jail	45,000
Legislature	48,000
Library	381,100
Glendale Nursing Home	145,000
Sheriff	<u>1,817,345</u>
	\$15,900,255

The balance of the projects included in the 2022 Capital Budget or projects approved by separate resolutions will be funded with State, Federal or other funding as adopted in each established project.

Justification:

The balance of the projects included in the 2022 Capital Budget or projects approved by separate resolutions will be funded with State, Federal, or other funding as adopted in each established project

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
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
John McPhillips, Commissioner of Finance

Date: September 2, 2022


Re: Bond Resolution for Various Projects and Equipment Previously Approved by the
County Legislature

Attached is a memorandum from John McPhillips, Commissioner of Finance requesting authorization for a bond issuance for projects previously approved by the County Legislature. Mr. McPhillips's memorandum details each of the projects included in the bond resolution.

Attached is the required bond resolution prepared by bond counsel.

I recommend your approval.

Memo

To: Rory Fluman, County Manager
From: John P. McPhillips, Jr., Commissioner of Finance 
Date: September 2, 2022
Re: 2022 Bond Resolution

Bond Counsel has prepared the required bond resolution authorizing bonding for various projects previously approved by the County Legislature in the 2022 Capital Budget or by separate resolution.

A summary of the items included within the Resolution are as follows:

Aviation	\$ 1,139,760
Community College	4,452,500
Culture and Recreation	31,675
Engineering and Public Works	4,887,001
Emergency Management	20,000
Facilities	1,643,861
Information Systems	1,289,013
Jail	45,000
Legislature	48,000
Library	381,100
Glendale Nursing Home	145,000
Sheriff	<u>1,817,345</u>
	\$15,900,255

The balance of the projects included in the 2022 Capital Budget or projects approved by separate resolutions will be funded with State, Federal or other funding as adopted in each established project.

Introduced by Legislator _____

RESOLUTION - - 22

BOND RESOLUTION OF THE COUNTY OF SCHENECTADY, NEW YORK, ADOPTED ON SEPTEMBER __, 2022, AUTHORIZING VARIOUS CAPITAL PROJECTS IN AND FOR THE COUNTY, STATING THE ESTIMATED TOTAL COST THEREOF IS \$27,934,283, APPROPRIATING THEREFOR THE AMOUNT OF \$15,900,255, BEING THE SUM OF THE RESPECTIVE APPROPRIATIONS MADE HEREIN THEREFOR, AUTHORIZING THE APPLICATION OF \$7,374,762 TO BE RECEIVED FROM THE STATE OF NEW YORK, AND \$4,543,266 TO BE RECEIVED FROM THE FEDERAL GOVERNMENT AND \$116,000 TO BE RECEIVED FROM OTHER SOURCES TO BE APPLIED TOWARDS THE COST OF SAID RESPECTIVE CAPITAL PROJECTS AND AUTHORIZING THE ISSUANCE OF \$15,900,255 SERIAL BONDS OF SAID COUNTY TO FINANCE THE BALANCE OF SAID APPROPRIATIONS.

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF SCHENECTADY, NEW YORK (by the favorable vote of not less than two-thirds of all the members of said Legislature), AS FOLLOWS:

Section 1. The County of Schenectady, New York (the "County") is hereby authorized to undertake various interior and exterior renovations of the County Courthouse. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$159,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$159,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$159,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.35 of the Law, is five (5) years.

Section 2. The County is hereby authorized to undertake the design and renovation of structural columns and exterior stonework of the County Courthouse. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$225,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$225,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The County Courthouse is of Class "A" construction as defined by Section 11.00 a.11(a) of the Law, and the period of probable usefulness of the specific objects or purposes herein authorized and for which \$225,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.12(a)(1) of the Law, is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake the reconstruction, replacement and improvement of the HVAC systems located in the Rotterdam, Quaker Street and Niskayuna Branch Libraries. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$265,500, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$265,500 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of said specific object or purpose herein authorized and for which \$265,500 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.13 of the Law, is ten (10) years.

Section 4. The County is hereby authorized to undertake the acquisition and installation of carpeting at the Rotterdam Branch Library. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$82,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$82,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$82,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.35 of the Law, is five (5) years.

Section 5. The County is hereby authorized to remove and replace the existing roof of the County Jail. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$380,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$380,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purposes herein authorized and for which \$380,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.12(a)(1) of the Law, is twenty-five (25) years.

Section 6. The County is hereby authorized to undertake the reconstruction, renovation and various improvements to the loading dock located at the County office building. The estimated maximum cost of said specific objects or purposes, including preliminary costs and

costs incidental thereto and the financing thereof, is \$240,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$240,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purposes herein authorized and for which \$240,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.12(a)(1) of the Law, is twenty-five (25) years.

Section 7. The County is hereby authorized to undertake the installation of a new HVAC system in the first floor lobby and security screening areas at the County building located at 797 Broadway in the City of Schenectady. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$54,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$54,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of said specific object or purpose herein authorized and for which \$54,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.13 of the Law, is ten (10) years.

Section 8. The County is hereby authorized to undertake the relocation of the student services offices of Academic Advising, Bursar, Financial Aid, and Registrar to the Stockade Building of Schenectady County Community College (the "College"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$1,000,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$500,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$500,000 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$1,000,000 appropriated therefor not provided by the issuance of said \$500,000 serial bonds herein authorized therefor.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$500,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.35 of the Local Finance Law, is five (5) years.

Section 9. The County is hereby authorized to undertake the acquisition and installation of carpeting at the Stockade Hall Lecture Center at the College. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$50,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$25,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County

to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$25,000 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$50,000 appropriated therefor not provided by the issuance of said \$25,000 serial bonds herein authorized therefor.

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$25,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.35 of the Law, is five (5) years.

Section 10. The County is hereby authorized to undertake the replacement of boilers, water pumps, and automatic flush valves in Stockade Hall at the College. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$200,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$100,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$100,000 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$200,000 appropriated therefor not provided by the issuance of said \$100,000 serial bonds herein authorized therefor.

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$100,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.13 of the Law, is ten (10) years.

Section 11. The County is hereby authorized to update the facilities master plan for the College. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$100,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$50,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$50,000 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$100,000 appropriated therefor not provided by the issuance of said \$50,000 serial bonds herein authorized therefor.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$50,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.64 of the Law, is five (5) years.

Section 12. The County is hereby authorized to upgrade the fire alarm systems in various buildings occupied by the College. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$350,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$175,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of

said bonds and the interest thereon as the same shall become due and payable. It is expected that \$175,000 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$350,000 appropriated therefore not provided by the issuance of said \$175,000 serial bonds herein authorized therefore.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$175,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.56 of the Law, is ten (10) years.

Section 13. The County is hereby authorized to undertake (A) replacement and upgrade to the outdoor emergency phone system, (B) replacement of fresh air rooftop units in the culinary kitchen at Elston Hall, (C) the upgrade and addition of campus-wide wireless access points and (D) upgrade the technology in the lecture hall and classrooms at the College. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$780,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$390,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$390,000 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$780,000 appropriated therefore not provided by the issuance of said \$390,000 serial bonds herein authorized therefore.

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$390,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 14. The County is hereby authorized to construct, reconstruct, pave and resurface various County highways (pavement of sand and gravel, water bound macadam or penetration process with single surface treatment). The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$4,482,297, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$2,000,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$2,482,297 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$4,482,297 appropriated therefor not provided by the issuance of said \$2,000,000 serial bonds herein authorized therefor.

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$2,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.20(a) of the Law, is five (5) years.

Section 15. The County is hereby authorized to undertake the replacement of underground fuel storage tanks. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$389,660

and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$389,660 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$389,660 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.88(a) of the Law, is fifteen (15) years.

Section 16. The County is hereby authorized to undertake the construction of a prefabricated metal building for the Department of Public Works. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$1,550,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$1,550,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,550,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.11(a)(1) of the Law, is thirty (30) years.

Section 17. The County is hereby authorized to undertake the design and rehabilitation of taxiway A (South) and B at the County Airport. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$450,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$22,500 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$22,500 to be received from the State of New York, \$405,000 from the federal government and will be applied towards the cost of said objects or purposes to finance the balance of the \$450,000 appropriated therefore not provided by the issuance of said \$22,500 serial bonds herein authorized therefore.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$22,500 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.14 of the Local Finance Law (the "Law"), is ten (10) years.

Section 18. The County is hereby authorized to undertake the design of the removal of obstructions at the County Airport. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$300,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$15,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$15,000 to be received from the State of New York, \$270,000 from the federal government and

will be applied towards the cost of said objects or purposes to finance the balance of the \$300,000 appropriated therefore not provided by the issuance of said \$15,000 serial bonds herein authorized therefore.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$15,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.14 of the Local Finance Law (the "Law"), is ten (10) years.

Section 19. The County is hereby authorized to undertake the construction of a sand storage shed at the County Airport. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$275,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$275,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$275,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.11(c) of the Law, is fifteen (15) years.

Section 20. The County is hereby authorized to undertake the relocation of the arrest processing area and interior and exterior modifications to the Schenectady County Sheriff Substation. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$870,600, \$270,600 of which was appropriated in a previous resolution. Additional funds in the amount of \$600,000 are hereby appropriated for said object or purpose. The plan of financing includes the issuance of \$600,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The Sheriff Substation is a class "A" building as defined by Section 11.00 a.11(a) of the Law, and the period of probable usefulness of said specific object or purpose herein authorized and for which \$600,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.12(a)(1) of the Law, is twenty-five (25) years.

Section 21. The County is hereby authorized to undertake the renovation of the civil office in the Correctional Facility of the County, including carpeting, new doors and office furniture. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$100,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$100,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$100,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.35 of the Law, is five (5) years.

Section 22. The County is hereby authorized to undertake renovations at the County Jail which shall include, sally port and jail door replacements; booking/holding and dorm hallway upgrades and LED lighting upgrades. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$131,500, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$131,500 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of said specific object or purpose herein authorized and for which \$131,500 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.35 of the Law, is five (5) years.

Section 23. The County is hereby authorized to acquire and replace various equipment for the Information Technology Department, including County-wide network switch upgrade, cloud-based telephone system and case management and investigation software. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$1,200,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$1,200,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,200,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 24. The County is hereby authorized to acquire surveillance equipment for the Sheriff's Department, which shall include cameras, recording devices and laptops. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$75,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$75,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$75,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 25. The County is hereby authorized to convert, acquire and upgrade the Sheriff Department's camera system. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$196,365, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$196,365 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$196,365 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 26. The County is hereby authorized to replace the Jail kitchen conveyor system. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$27,680, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$27,680 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$27,680 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 27. The County is hereby authorized to undertake the acquisition of equipment for the Sheriff's Department, which shall include four (4) used vehicles, one (1) cargo van for surveillance and response and three (3) Ford police interceptor vehicles. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$278,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$278,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific object or purpose herein authorized herein authorized and for which \$278,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.77 of the Law, is three (3) years.

Section 28. The County is hereby authorized to acquire various equipment for the Sheriff's Department, which shall include one (1) enclosed trailer-K-9, sonar equipment for marine patrol boat and one (1) jet ski with 2 ski trailer. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$28,800, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$28,800 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County

to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$28,800 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 29. The County is hereby authorized to undertake the replacement of passenger vehicles in the County fleet managed by the Department of Engineering and Public Works. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$207,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$207,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific object or purpose herein authorized herein authorized and for which \$207,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.77 of the Law, is three (3) years.

Section 30. The County is hereby authorized to purchase (a) one (1) tandem axle dump truck with snow and ice equipment; and (b) one (1) utility tractor with rear and side mowers for the Engineering and Public Works Department. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$468,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$468,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$468,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.28 of the Law, is thirty (30) years.

Section 31. The County is hereby authorized to purchase one (1) rescue vehicle for the Emergency Management Department. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$20,000 and said amount is hereby appropriated. The plan of financing includes the issuance of \$20,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$20,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.27 of the Law, is ten (10) years.

Section 32. The County is hereby authorized to remove and replace the existing roof of the Woodlawn Branch Library. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$33,600, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$33,600 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purposes herein authorized and for which \$33,600 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.12(a)(1) of the Law, is twenty-five (25) years.

Section 33. The County is hereby authorized to acquire real property at 13 Habel Lane in the Town of Glenville in the County. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$250,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$250,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$250,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.21(a) of the Law, is thirty (30) years.

Section 34. The County is hereby authorized to undertake a streetscape project for various County buildings and the County Courthouse. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$275,861, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$275,861 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$275,861 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.35 of the Law, is five (5) years.

Section 35. The County is hereby authorized to acquire real property at (A) 234 South Ferry Street, (B) 254 South Ferry Street, (C) 222 South Ferry Street, (D) 143 South Church Street, (E) 145 South Church Street, (F) 133 South Church Street, and (G) 4 Fuller Street in the City of Schenectady. The County is hereby authorized to undertake the design of the removal of obstructions at the County Airport. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$4,590,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$2,295,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of

said bonds and the interest thereon as the same shall become due and payable. It is expected that \$2,295,000 to be received from the State of New York will be applied towards the cost of said objects or purposes to finance the balance of the \$4,590,000 appropriated therefore not provided by the issuance of said \$2,295,000 serial bonds herein authorized therefore.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$2,295,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.21(a) of the Law, is thirty (30) years.

Section 36. The County is hereby authorized to undertake an expansion of the County Department of Motor Vehicles. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$75,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$55,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$20,000 will be received from other sources and will be applied towards the cost of said specific objects or purposes to finance the balance of the \$75,000 appropriated therefor not provided by the issuance of said \$55,000 serial bonds herein authorized therefor.

The period of probable usefulness of the class of object or purposes herein authorized and for which \$55,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.12(a)(1) of the Law, is twenty-five (25) years.

Section 37. The County is hereby authorized to acquire one (1) zero turn mover for the Parks and Recreation Department. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$13,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$13,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$13,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.28 of the Law, is five (5) years.

Section 38. The County is hereby authorized to undertake a public access equipment upgrade for the County's Legislature Chambers. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$48,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$48,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$48,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.32 of the Law, is thirty (30) years.

Section 39. The County is hereby authorized to construct, reconstruct, and resurface the Trustco Bank building parking lot. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$100,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$100,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$100,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.20(f) of the Local Finance Law, is ten (10) years.

Section 40. The County is hereby authorized to replace existing lighting systems with high efficiency LED lighting systems. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$135,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$135,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of said specific object or purpose herein authorized and for which 135,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 41. The County is hereby authorized to undertake the expansion of Records Management for the County. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$150,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$150,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of said specific object or purpose herein authorized and for which \$150,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.35 of the Law, is five (5) years.

Section 42. The County is hereby authorized to prepare a feasibility and planning study for the 890 Exit 4 ramp. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$400,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$200,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said

bonds and the interest thereon as the same shall become due and payable. It is expected that \$200,000 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$400,000 appropriated therefor not provided by the issuance of said \$200,000 serial bonds herein authorized therefor.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$200,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.62 of the Law, is five (5) years.

Section 43. The County is hereby authorized to undertake the refurbishment of the Exterior Façade Phase III of Elston Hall at the College. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$800,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$400,000 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$400,000 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$800,000 appropriated therefor not provided by the issuance of said \$400,000 serial bonds herein authorized therefor.

Elston Hall is of Class "A" construction as defined by Section 11.00 a.11(a) of the Law, and the period of probable usefulness of the specific object or purpose herein authorized and for which \$400,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.12(a)1 of the Local Finance Law, is twenty-five (25) years.

Section 44. The County is hereby authorized to acquire one (1) Rotary Vehicle Lift. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$50,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$50,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$50,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.28 of the Law, is five (5) years.

Section 45. The County is hereby authorized undertake the acquisition of an Enterprise Document Management System. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$125,013, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$29,013 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$96,000 will be received from other sources and will be applied towards the cost of said specific

objects or purposes to finance the balance of the \$125,013 appropriated therefor not provided by the issuance of said \$29,013 serial bonds herein authorized therefor.

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$29,013 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 46. The County is hereby authorized to undertake interior renovations to the County office building. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$250,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$250,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of said specific object or purpose herein authorized and for which 250,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.12(a)1 of the Law, is twenty-five (25) years.

Section 47. The County is hereby authorized to acquire gas-fired hot water boilers at the County Jail. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$10,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$10,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$10,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.13 of the Law, is ten (10) years.

Section 48. The County is hereby authorized to undertake the renovation of the Elston Hall Admissions and Welcome Center of the College. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$115,000, and said amount is hereby appropriated therefore. The plan of financing includes the issuance of \$57,500 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$57,500 to be received from the State of New York will be applied towards the cost of said object or purpose to finance the balance of the \$115,000 appropriated therefor not provided by the issuance of said \$57,500 serial bonds herein authorized therefor.

The period of probable usefulness of the class of object or purposes herein authorized and for which \$57,500 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.12(a)(1) of the Law, is twenty-five (25) years.

Section 49. The County is hereby authorized to undertake the reconstruction of Taxiway E, F & K at the County Airport, an upgraded Taxiway lighting system and signage construction. The estimated maximum cost of said specific objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof, is \$4,000,446, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$142,090 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$142,090 to be received from the State of New York, and \$3,716,266 from the federal government and will be applied towards the cost of said objects or purposes to finance the balance of the \$4,000,446 appropriated therefore not provided by the issuance of said \$142,090 serial bonds herein authorized therefore.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$142,090 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.14 of the Law, is ten (10) years.

Section 50. The County is hereby authorized to undertake the design, acquisition, installation and construction of various safety improvements to the intersection of Highbridge/East Campbell. The estimated maximum cost of said class of object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$209,341, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$209,341 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$209,341 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.20(b) of the Law, is ten (10) years.

Section 51. The County is hereby authorized to acquire electric vehicle charging stations at the Glendale Nursing Home. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$30,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$30,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of said specific object or purpose herein authorized and for which \$30,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.35 of the Law, is five (5) years.

Section 52. The County is hereby authorized to undertake the reconstruction, replacement and improvement of the HVAC systems located at the Glendale Nursing Home. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$115,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$115,000 serial bonds of the County to

finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of said specific object or purpose herein authorized and for which \$115,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.13 of the Law, is ten (10) years.

Section 53. The County is hereby authorized to acquire and replace one (1) convection steamer oven for the County Jail. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$35,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$35,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable..

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$35,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 54. The County is hereby authorized to undertake the acquisition and installation of a Kronos Timekeeping System. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$60,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$60,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of the specific objects or purposes herein authorized and for which \$60,000 of said serial bonds are herein authorized to be issued within the limitations of Section 11.00 a.32 of the Law, is five (5) years.

Section 55. The County is hereby authorized to undertake the replacement of the main electrical conduit at the County Jail. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$260,000, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$260,000 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

The period of probable usefulness of said specific object or purpose herein authorized and for which \$260,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.13 of the Law, is ten (10) years.

Section 56. The County is hereby authorized to undertake the construction of a flex pod hangar at the County Airport. The estimated maximum cost of said specific objects or purposes,

including preliminary costs and costs incidental thereto and the financing thereof, is \$927,045, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$435,170 serial bonds of the County to partially finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$491,875 to be received from the State of New York and will be applied towards the cost of said objects or purposes to finance the balance of the \$927,045 appropriated therefore not provided by the issuance of said \$435,170 serial bonds herein authorized therefore.

The period of probable usefulness of the class of object or purpose herein authorized and for which \$435,170 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.17 of the Law, is twenty-five (25) years.

Section 57. The County is hereby authorized to undertake the rehabilitation of the Mohawk-Hudson Bike Trail, which shall include the construction of two (2) rest areas and the installation of tourism maps and signs for the Discover Schenectady kiosks. The estimated maximum cost of said specific object or purpose herein authorized, including preliminary costs and costs incidental thereto and the financing thereof, is \$234,350, and said amount is hereby appropriated therefor. The plan of financing includes the issuance of \$31,675 serial bonds of the County to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable. It is expected that \$28,500 will be received from the State of New York, \$152,000 from the federal government and will be applied towards the cost of said class of objects or purposes to finance the balance of the \$234,350 appropriated therefor not provided by the issuance of said \$31,675 serial bonds herein authorized therefor.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$31,675 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00 a.19(c) of the Law, is fifteen (15) years.

Section 58. Serial bonds in the aggregate principal amount of \$15,900,255 to finance the balance of the appropriations not provided by funds expected to be received from the State of New York, the federal government or the other sources identified herein are hereby authorized to be issued pursuant to the provisions of the Law.

Section 59. Each of the serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocable pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 60. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00, and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized and the reissuance of lost, destroyed, partially destroyed or defaced obligations, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the Commissioner of Finance, the chief fiscal officer of the County.

Section 61. The Commissioner of Finance is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution, and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 62. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution of the State of New York.

Section 63. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by Sections 1 through 57 of this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds authorized by Section 58 of this resolution, or bond anticipation notes issued in anticipation of such bonds. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1 through 57 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 64. The Commissioner of Finance is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the bonds or notes authorized by this

resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 65. To the extent permitted by Section 58.00(f) of the Law, the Commissioner of Finance is further authorized to accept bids submitted in an electronic format for any bonds or notes of the County.

Section 66. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution, in full (or a summary thereof), together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in "THE DAILY GAZETTE", a newspaper published in the City of Schenectady, New York, having a general circulation in the County and hereby designated as the official newspaper of said County for such publication.

CLERK'S CERTIFICATE

I, the undersigned Clerk of the County Legislature of the County of Schenectady, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the County Legislature of the County duly called and held on September __, 2022, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said County Legislature and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County of Schenectady this ____ day of September, 2022.

Clerk of the County Legislature