



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

FEBRUARY 6, 2023
COMMITTEE MEETING SCHEDULE

DATE: 3 February 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall; Clerk of the Legislature
SUBJECT: Committee Meetings
Monday, February 6, 2023
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 & Planning Legislature Hughes, Chair	page 54
Followed by:	Committee on Education & Libraries Legislature Pratt, Chair	page 63
Followed by:	Committee on Health, Housing & Human Service Legislature Ostrellich, Chair	page 65
Followed by:	Committee on Public Facilities, Transportation & Infrastructure Legislator Patierne, Chair	page 80
Followed by:	Committee on Public Safety & Firefighting Legislator Patierne, Chair	page 89
Followed by:	Committee on Technology & Communication Legislator Ruzzo, Chair	page 94
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 105



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: February 3, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Codes, Judiciary and Consumer Affairs
Honorable Pete Frisoni, Chair
Monday, February 6, 2023 at 7:00 p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
CJCA	1 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF INDIGENT LEGAL SERVICES FROM THE UPSTATE FAMILY DEFENSE QUALITY IMPROVEMENT AND CASELOAD REDUCTION PROGRAM	Legislator Frisoni	
CJCA	2 A RESOLUTION TO CREATE AND ELIMINATE POSITIONS IN THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Codes, Judiciary and Consumer Affairs
Dual Reference: Ways and Means
Initiative: CJCA 1

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF INDIGENT LEGAL SERVICES FROM THE UPSTATE FAMILY DEFENSE QUALITY IMPROVEMENT AND CASELOAD REDUCTION PROGRAM

Purpose and General Idea:

Provides Authorization to Enter into a Multi-Year Agreement with the NYS Office of Indigent Legal Services for the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant.

Summary of Specific Provisions:

Authorization to enter into a multi-year agreement with the New York State Office of Indigent Legal Services for the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant. The amount of this grant is \$750,00 provided over a three-year period, starting January 1, 2023, and ending December 31, 2025.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the NYS Office of Indigent Legal Services for the Second Upstate Family Defense Quality Improvement and Caseload Reduction Act.

Establish and Increase Appropriation Code By:

A511170.111	Deputy Chief Assistant Public Defender	\$ 91,036
A511170.111	Parent Advocate	\$ 51,234

Increase Appropriation Codes By:

A511170.119	Overtime	\$ 7,500
A521170.204	Office and Service Equipment	\$ 6,050
A541170.403	Utilities	\$ 6,284
A541170.429071	Other Professional Services	\$ 16,700
A589010.80019	Fringe Benefits State Retirement	\$ 71,196

Establish and Increase Revenue Code By:

A31170.308960	2nd Upstate Family Defense/Child Welfare	\$250,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

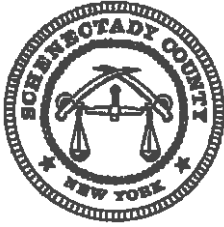
Justification:

The Public Defender's office intends to create the position of Deputy Chief Assistant Public Defender and Parent Advocate, to improve the quality of legal representation for indigent parents of children in protective matters. As well as to provide interpretation services to help overcome language barriers for non-English speaking clients, expert services such as mental health evaluations, court-ordered evaluations, and bus passes to help clients travel to court.

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 *RF.*

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Stephen M. Signore, Public Defender

Date: February 3, 2023

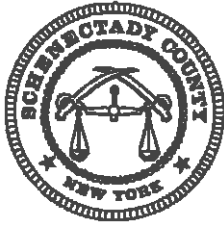
RE: Authorization to Enter into a Multi-Year Agreement with the NYS Office of Indigent Legal Services for the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant

Attached is a memorandum from Stephen M. Signore, Public Defender, requesting authorization to enter into a multi-year agreement with the New York State Office of Indigent Legal Services for the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant. Through this grant, the County has been awarded \$750,000 in funding to improve the quality of legal representation for indigent parents in child protective matters as these parents may lack the information, resources, and social capital to effectively participate in these legal matters.

To meet these goals, Mr. Signore proposes a number of uses for this funding. The Public Defender's office will provide an interpreter service to help overcome language barriers for non-English speaking clients. Bus passes will also be purchased to help clients travel to the Courts. Drug test providers will also be grant-supported as will expert services such as mental health evaluations and court-order evaluations.

In addition to this, Mr. Signore proposes the creation of the positions of Deputy Chief Assistant Public Defender (JC-10) and Parent Advocate (CSEA Grade 13). The former will help to decrease attorney caseloads and the latter will connect clients with DSS and community-based resources and services. Supplies, equipment, and training for these new positions will also be funded by the grant.

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

This funding is provided over a three-year period, starting January 1, 2023 and ending December 31, 2025.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.

MEMORANDUM

To: Rory Fluman-SCHENECTADY COUNTY MANAGER, and SCHENECTADY COUNTY LEGISLATURE

From: Stephen M. Signore-Schenectady County Public Defender

**Subject: SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE)
QUALITY IMPROVEMENT & CASELOAD REDUCTION**

Rory, as you recall, my office submitted a request for proposal to the Office of Indigent Legal Services for the purpose of obtaining funding under their **Second Upstate Family Defense Quality Improvement and Caseload Reduction Grant**. My office was successful in being awarded \$750,000.00 over a three-year period based on our submission.

I understand that the contract in this matter is going to be presented to the legislature on February 26 2023 for potential approval and I wanted to submit this memo to give you and the County Legislature a synopsis of the nature of the grant and how we will be utilizing these awarded funds.

The grant will ultimately heighten the quality of attorney representation and increase pre-petition counsel access for County indigent parents, who are disproportionately poor and, accused of child maltreatment. It will integrate intensely an increased legal support staff in order to guide parents and families who are struggling to navigate the maze of overwhelming legal issues, available community support, and other critical resources, to reduce the separation of children from their families, promote better Family Court decisions, save foster care costs, diminish disparate racial impacts, and reduce long-term County and State costs. Ultimately, the proposed program will decrease the number of Family Court cases per attorney, as the implemented proactive practices will better engage the attorney-client relationship, ensure improved parental knowledge of their legal rights and responsibilities, and connect parents with the essential supports and resources.

In order to decrease attorney caseloads and ensure an adequate number of attorneys, this plan incorporates the addition of one full-time attorney dedicated to FCA Article 10 cases.

Also, the office services a number of non-English speaking clients. To overcome the language barrier, certain funds will be used to provide interpreting, via the use of a telephone-service language line, or language interpreter to ensure communication when in-Court communication is not viable. To assist with transportation issues, the no-cost availability of appropriate Capital District Transportation Authority bus passes will provide the client with public transportation to and from Court.

Additionally, this plan incorporates the addition of one full-time Parent Advocate and added responsibilities currently undertaken by the existing two Paralegals and one Legal Clerk.

The addition of a Parent Advocate (PA) will provide the office with its own primary resource/contact regarding the available community-based resources and services that can directly help address clients' issues (e.g., housing, employment, addiction, domestic violence, etc.). The PA will bridge the gap between this office and DSS, interfacing with DSS at the pre-petition stage and beyond. He/She, would procure services the clients need, and to locate resources for which the client maybe eligible, for a successful child re-unification.

This grant incorporates the utilization of a drug-testing providers when clients dispute the results of court-ordered drug testing.

Funding for Expert services is requested for, but not limited to, performing mental health/Court-ordered evaluations with experts who are not associated with and are independent from those typically used by DSS

With the addition of an attorney and a PA, support equipment is needed, i.e two desktops, two printers, two desks, two chairs, and two laptops for out of office work, mifi' s to access to the internet in the field and to allow clients to appear virtually inside or outside the office.

Family Court attorneys and their respective support staff need training and continuing legal education, books, educational software (and respective updates), as well as any other software. With portable laptops, the Family Court attorney and/or PA will need mifi devices and an internet account in order to access the internet and web-based case management software when out of the office. Office cell phones and a mobile phone account for communication outside the office during emergencies or after hours is also requested. Funds for transportation, including bus passes and gas for the County vehicle for client transportation e.g to treatment, testing, counseling services, visits with their children, attend court proceedings, meetings at the office, appearances at DSS was requested.

Attached to this memo is a budget form which better illustrates how the money is more specifically allocated. Thank you for your attention and courtesies in this matter.

Sincerely,

Stephen M. Signore

**Stephen M. Signore
Schenectady County Public Defender**

Attachment A: Budget Form

County	Schenectady
Budget Officer/Preparer	Stephen M. Signore
Phone	(518) 386-2266
E-mail address	Stephen.Signore@schenectadycounty.com

Line Item	Year 1	Year 2	Year 3
Personal Service:	1 Attorney \$92,000.00	1 Attorney \$92,000.00	1 Attorney \$92,000.00
Position (specify)	1 PA	1 PA	1 PA
Salary:	\$52,000.00	\$52,000.00	\$52,000.00
Fringe Benefits:	\$69,466.00	\$69,466.00	\$69,466.00
Personal Service Subtotal			
Contractual Services	\$16,700.00	\$16,700.00	\$16,700.00
Contractual Subtotal			
Equipment (specify)	laptops, desk, chairs, miff's desktops, printers	laptops, desk, chairs, miff's desktops, printers:	laptops, desk, chairs, miff's desktops, printers
Equipment Subtotal			
Other Than Personal Service (OTPS) (specify)	CLE, software gas, bus passes internet, phones training	CLE, software gas, bus passes internet, phones training	CLE, software gas, bus passes internet, phones training
OTPS Subtotal			
Miscellaneous	Stipends \$7,500.00	Stipends \$7,500.00	Stipends \$7,500.00
Miscellaneous Subtotal			
TOTAL	\$250,000.00	\$250,000.00	\$250,000.00
TOTAL THREE-YEAR BUDGET			

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

County Finance

Memo

TO: Rory Fluman, County Manager

FROM: Jaclyn Falotico, Commissioner of Finance *JF*

DATE: February 1, 2023

SUBJECT: Budget Amendment – NYS Office of Indigent Legal Services –
Schenectady County Public Defender’s Office

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the NYS Office of Indigent Legal Services for the Second Upstate Family Defense Quality Improvement and Caseload Reduction Act.

Establish and Increase Appropriation Code By:

A511170.111	Deputy Chief Assistant Public Defender	\$ 91,036
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Increase Appropriation Codes By:

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A541170.429071	Other Professional Services	\$ 16,700
A589010.80019	Fringe Benefits	\$ 71,196
	State Retirement	

Establish and Increase Revenue Code By:

A31170.308960	2 nd Upstate Family Defense/Child Welfare	\$250,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: February 3, 2023

Re: Creation of Positions in the Public Defender's Office

The Schenectady County Public Defender's Office has requested the creation of the positions Deputy Chief Assistant Public Defender and Parent Advocate.

I recommend the creation of the position of Deputy Chief Assistant Public Defender at JC 10 and the creation of the position Parent Advocate at CSEA Grade 13.

All necessary action on behalf of the Civil Service Commission will be taken at the February 23, 2023 commission meeting.

Thank you.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C2NDUFD41</p> <p>CONTRACT TYPE:</p> <p><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:</p> <p>Schenectady, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002365 Federal Tax ID Number: 14-6002431 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>County of Schenectady Office of the County Manager 620 State Street Schenectady, NY 12305</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 420100000000 <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:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: C2NDUFD41
Page 1 of 2
Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: January 1, 2023 To: December 31, 2025</p> <p>CURRENT CONTRACT PERIOD:</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: \$750,000.00</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 and Requirement Mandated by Federal Laws

Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
 B-3 Capital Budget B-4-Net Deficit Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)
 B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other:

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

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

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Contract Number: C2NDUFD41

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

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

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).

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 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 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 and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As 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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that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (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 rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) 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.

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. Initial 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. Subsequent 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 dates specified in Attachment D (Payment and Reporting Schedule).
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), and service

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.

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

h) **Interim Reimbursement:** The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) **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:

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.

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 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).

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:

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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.

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. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

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. If requested by the State, 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. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall 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 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 and Requirements Mandated by Federal Laws).

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 and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, 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 IV(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 womenowned 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 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

⁹ Not applicable to not-for-profit entities.

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.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

**NYS Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210**

Notification to County:

**Rory Fluman
Schenectady County Manager
County Office Building
620 State Street, 6th Floor
Schenectady, NY 12305
(518) 388-4355
Rory.Fluman@schenectadycounty.com**

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any state or local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

**Office of Indigent Legal Services
SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION
January 1, 2023 - December 31, 2025**

COUNTY OF SCHENECTADY

Total Contract Amount: \$750,000.00

Budget Expenditure Item	Year 1 1/1/2023 - 12/31/2023	Year 2 1/1/2024 - 12/31/2024	Year 3 1/1/2025 - 12/31/2025
Personnel:			
(FT) Attorney- Salary	\$92,000.00	\$92,000.00	\$92,000.00
(FT) Parent Advocate - Salary	\$52,000.00	\$52,000.00	\$52,000.00
Overtime Stipends	\$7,500.00	\$9,500.00	\$9,500.00
Fringe for above positions	\$69,466.00	\$69,466.00	\$69,466.00
Subtotal Personnel	\$220,966.00	\$222,966.00	\$222,966.00
Contracted/Consultant:			
Non-Attorney Professional Services (experts, social workers, investigators, interpreters, etc.)	\$16,700.00	\$16,700.00	\$16,700.00
Subtotal Contracted/Consultant	\$16,700.00	\$16,700.00	\$16,700.00
OTPS:			
Computer Equipment/Office Furniture	\$6,050.00	\$4,050.00	\$2,550.00
Office supplies	\$3,284.00	\$3,284.00	\$3,784.00
Client transportation	\$1,750.00	\$1,750.00	\$2,250.00
Training/CLEs/Convenings	\$1,250.00	\$1,250.00	\$1,750.00
Subtotal OTPS	\$12,334.00	\$10,334.00	\$10,334.00
TOTAL	\$250,000.00	\$250,000.00	\$250,000.00
THREE-YEAR TOTAL	\$750,000.00		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

January 1, 2023 – December 31, 2025

COUNTY OF SCHENECTADY

Goal: Improve that quality of legal services provided to parents in child welfare matters by decreasing Public Defender Office attorney caseloads and enhancing access to non-attorney professional services to foster an early-intervention and multi-disciplinary approach to representation in child welfare cases.

Task #1

Provide the salary and fringe for a full-time Attorney to represent clients in child welfare Family Court matters and related Family Court matters, including representation during the child welfare investigation stage.

Program Location:

- Office of the Public Defender, Schenectady County

Task #2

Provide the salary and fringe for a full-time Parent Advocate to assist in identifying client needs, connecting clients to services in the community when appropriate, and, under attorney supervision, communicating with the County Department of Social Services during the child welfare investigation and through the pendency of the Family Court case.

Program Location:

- Office of the Public Defender, Schenectady County

Task #3

Provide funding to pay Public Defender Office support staff, including the two Paralegals and Legal Clerk, to work overtime on child welfare Family Court matters, allowing them to spend more time on these matters and conduct Family Court intakes.

Program Location:

- Office of the Public Defender, Schenectady County

Task #4

Provide funding to the Public Defender Office to access to non-attorney professional and evaluative services in child welfare matters, such as psychologists, psychiatrists, investigators, social workers, interpreters, and forensic evaluations. These services will be paid an hourly rate of \$30 to \$800, depending on the type of service and the experience and expertise of the non-attorney professional/evaluator. These services may also be paid on a flat fee basis of up to \$3000 per case. Costs include associated travel and mileage expenses, at the IRS rates.

Program Location:

- Office of the Public Defender, Schenectady County

Task #5

Provide funding for incidental and operational expenses, to include the following:

- Training and CLE costs for all Public Defender Office staff representing clients in child welfare matters (registration and associated travel)
- Office furniture and computer equipment for the staff funded under this contract, including all associated hardware, software, and internet charges
- Phone equipment and service plans for staff funded under this contract
- Client travel expenses (bus passes) to attend case related meetings and court appearances after a determination has been made that the client has no other source of travel

Program Location:

- Office of the Public Defender, Schenectady County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

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, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment shall be recovered by crediting (100%) 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: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

**B. Interim and/or Final Claims for Reimbursement
Claiming Schedule (select applicable frequency):**

Quarterly Reimbursement

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

- 1st Quarter: January 1st – March 31st
- 2nd Quarter: April 1st – June 30th
- 3rd Quarter: July 1st – September 30th
- 4th Quarter: October 1st – December 31st

Contract Number: C2NDUFD41

Page 1 of 5, Attachment D – Payment and Reporting Schedule

- 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: _____
- Scheduled Reimbursement**
Due Date: _____

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

Contract Number: C2NDUFD41

Page 2 of 5, Attachment D – Payment and Reporting Schedule

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.

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 this 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.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People 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.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
<p align="center">#1</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">First year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of first year</p>
<p align="center">#2</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Second year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of second year</p>
<p align="center">#3</p> <p><i>(Refer to Attachment D. II. C. "Other Reports")</i></p>	<p align="center">Third year of grant</p> <p><i>(Refer to Attachment C, Work Plan)</i></p>	<p align="center">90 days following end of third year</p>

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Codes, Judiciary and Consumer Affairs
Dual Reference: Ways and Means
Initiative: CJCA 2

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE POSITIONS IN THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions in the District Attorney’s Office

Summary of Specific Provisions:

Provides authorization to eliminate an Assistant District Attorney II and create the position of Assistant District Attorney I (JC-8)

Effects Upon Present Law:

The County of Schenectady’s Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Office of the District Attorney.

Establish and Increase Appropriation Code By:

A511165.111	Office of the District Attorney	Assistant District Attorney I	\$71,500
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Reduce Appropriation Code By:

A511165.111	Office of the District Attorney	Assistant District Attorney II	\$82,500
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I recommend that this budget amendment be presented to the Schenectady County Legislature for

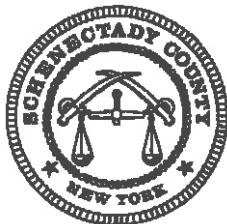
Justification:

This change will allow the District Attorney’s Office to hire a recent Law School Graduate who was born and raised in Niskayuna, and has passed the bar exam and is awaiting admission in April. As well as reduce the cost of this position from \$82,500 to \$71,500.

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
Robert Carney, District Attorney
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: February 3, 2023

RE: Authorization to Eliminate and Create Positions in the District Attorney's Office

Attached is a memorandum from Robert Carney, District Attorney, requesting authorization to eliminate the position of Assistant District Attorney II and create the position of Assistant District Attorney I (JC-8). As Mr. Carney indicates, this change will allow the District Attorney's office to hire a recent graduate and will reduce the cost of that position.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.

County of Schenectady
Office of the District Attorney

MEMORANDUM

TO: Rory Fluman, County Manager
Anthony Jasenski, Chair, County Legislature
Jaclyn Falotico, Commissioner of Finance

FROM: Robert Carney, District Attorney *RMC*

DATE: January 24, 2023

SUBJECT: District Attorney Budget Amendment

We recently lost the services of Assistant District Attorney Daniel Lennon who left our office to become a prosecutor in Clinton County where he was born and raised. Fortunately we were able to hire a new law school graduate, Ritchie Assini, who was born and raised in Niskayuna. As a recent graduate Ritchie who has passed the bar exam and is awaiting admission in April, she comes to us as an Assistant District Attorney I. Dan was an Assistant District Attorney II, so we need to amend my budget to change the classification of that position to Assistant District Attorney I, which also will reduce the cost of that position from \$82,500 to \$71,500.

I ask that you amend my budget to reflect this change.

Thank you.

dh

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JK*
DATE: January 30, 2023
SUBJECT: Budget Amendment – Schenectady County Office of the District Attorney
Creation of an ADA I Position and Elimination of an ADA II Position

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Office of the District Attorney.

Establish and Increase Appropriation Code By:

A511165.111	Office of the District Attorney	Assistant District Attorney I	<u>\$71,500</u>
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Reduce Appropriation Code By:

A511165.111	Office of the District Attorney	Assistant District Attorney II	<u>\$82,500</u>
-------------	---------------------------------	--------------------------------	-----------------

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

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: February 1, 2023

Re: Elimination and Creation of Positions in the District Attorney's Office

The Schenectady County District Attorney has requested the elimination of the position Assistant District Attorney II and the creation of an Assistant District Attorney I position.

I recommend the creation of the position Assistant District Attorney I at a grade JC-8.

No additional action with the Civil Service Commission is necessary.

Thank you.



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: February 3, 2023
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
Monday, February 6, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsor</u>
EDP	1 A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE RECOMMENDATIONS OF THE SCHENECTADY COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD REGARDING AGRICULTURAL DISTRICT 1	Legislator Hughes	

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Economic Development and Planning
Dual Reference:
Initiative: EDP 1

Title of Proposed Resolution:

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE RECOMMENDATIONS OF THE SCHENECTADY COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD REGARDING AGRICULTURAL DISTRICT 1

Purpose and General Idea:

Provides Authorization to Call for a Public Hearing Regarding Proposed Agricultural Districts

Summary of Specific Provisions:

Provides authorization to call for a public hearing on three proposed applications, two in the Town of Glenville and One in the Town of Pricetown. The first applicant in Glenville involves two parcels that total 16.7 acres, the other one involves two parcels totaling 145 acres. The applicant in Princetown involves one parcel that totals 92.1 acres. The proposed projects include selling baked goods, farming, livestock, growing hay and vegetables, and harvest timber.

Effects Upon Present Law:

None

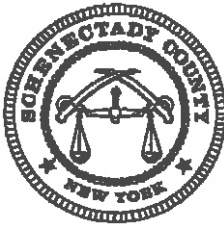
Justification:

The County Agricultural and Farmland Protection Board (AFPB) has already reviewed the request and recommended the land's inclusion in the County's Agricultural District before these can be included, the County Legislature must set a public hearing in accordance with the NYS Agricultural and Markets Law

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 *R. F.*

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: February 3, 2022

Re: Call for a Public Hearing Regarding Proposed Agricultural Districts

Attached is a memorandum from Ray Gillen, Commissioner of Economic Development and Planning, and Stephen Feeney, Planner, requesting a call for a public hearing on three proposed applications, two in the Town of Glenville and one in the Town of Princetown.

The first application in the Town of Glenville involves two parcels that total 16.7 acres. The owners of those parcels operate an aquaculture/aquaponic farm with plans for kitchen to make baked goods and retail space to sell said goods and other farm products. The other application in the Town of Glenville involves another two parcels that total 145 acres, on which the owners have livestock, grow hay, and vegetables, and harvest timber. The application in the Town of Princetown involves only one parcel that totals 92.1 acres which is currently be rented to a farmer with livestock.

The County Agricultural and Farmland Protection Board has already reviewed the requests and recommended the lands' inclusion in the County's Agricultural District. Before these can be included, the County Legislature must set a public hearing in accordance with NYS Agricultural and Markets Law.

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 & Stephen Feeney
Re: 30-Day Annual Review Period
Schenectady County Agricultural District
Date: January 17, 2023

The County received three applications in 2022 under the annual 30-day review period (which takes place in December) for inclusion in the Schenectady County Agricultural District. There are two applications with property located in the Town of Glenville (Kunze & Schultz) and one application in Princetown (Gauthier). Attached is a summary report of the parcels.

In Glenville, Stephen and Cait Kunze owns two parcels totaling 16.7 acres. They are operating a start-up aquaculture/aquaponic farm. They also plan to have a kitchen certified as a C20 kitchen under NYS Department of Agriculture and Market for making meals and baked goods and they plan on having a retail space for baked goods and other farm products. William and Kristina Schultz own two parcels totaling 145 acres where they have livestock, grow hay and vegetables and harvest timber.

In Princetown, Pierre and Theresa Gauthier have one parcel totaling 92.1 acres. The parcel is rented to a start-up farmer who has livestock.

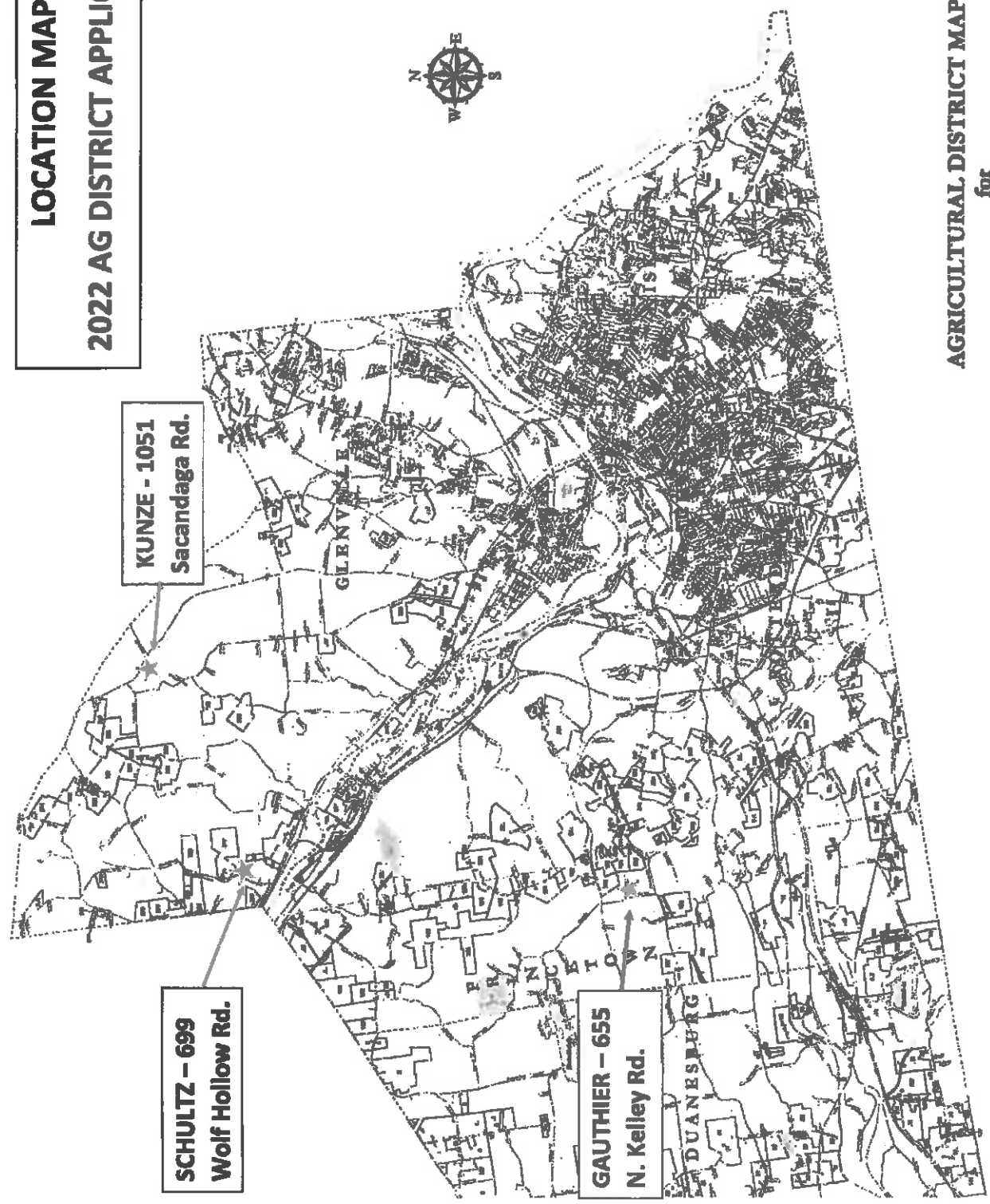
Attached is a location map for the applications and individual maps of the three properties in question.

The County Agricultural and Farmland Protection Board (AFPB) reviewed the requests and recommended inclusion of the parcels in the County Agricultural District.

In accordance with NYS Agricultural and Markets Law, after receiving the recommendation of the AFPB, the County Legislature must hold a public hearing on the proposed Agricultural District. We are requesting that the Legislature set a public hearing to consider the recommendation from the AFPB to include the three applications (five parcels) in the district.

Please let me know if you have any questions.

LOCATION MAP
2022 AG DISTRICT APPLICATIONS



AGRICULTURAL DISTRICT MAP
for
SCHENECTADY COUNTY

**Schenectady County Agricultural and Farmland Protection Board
Annual Thirty-day Review Applications (December 2022)**

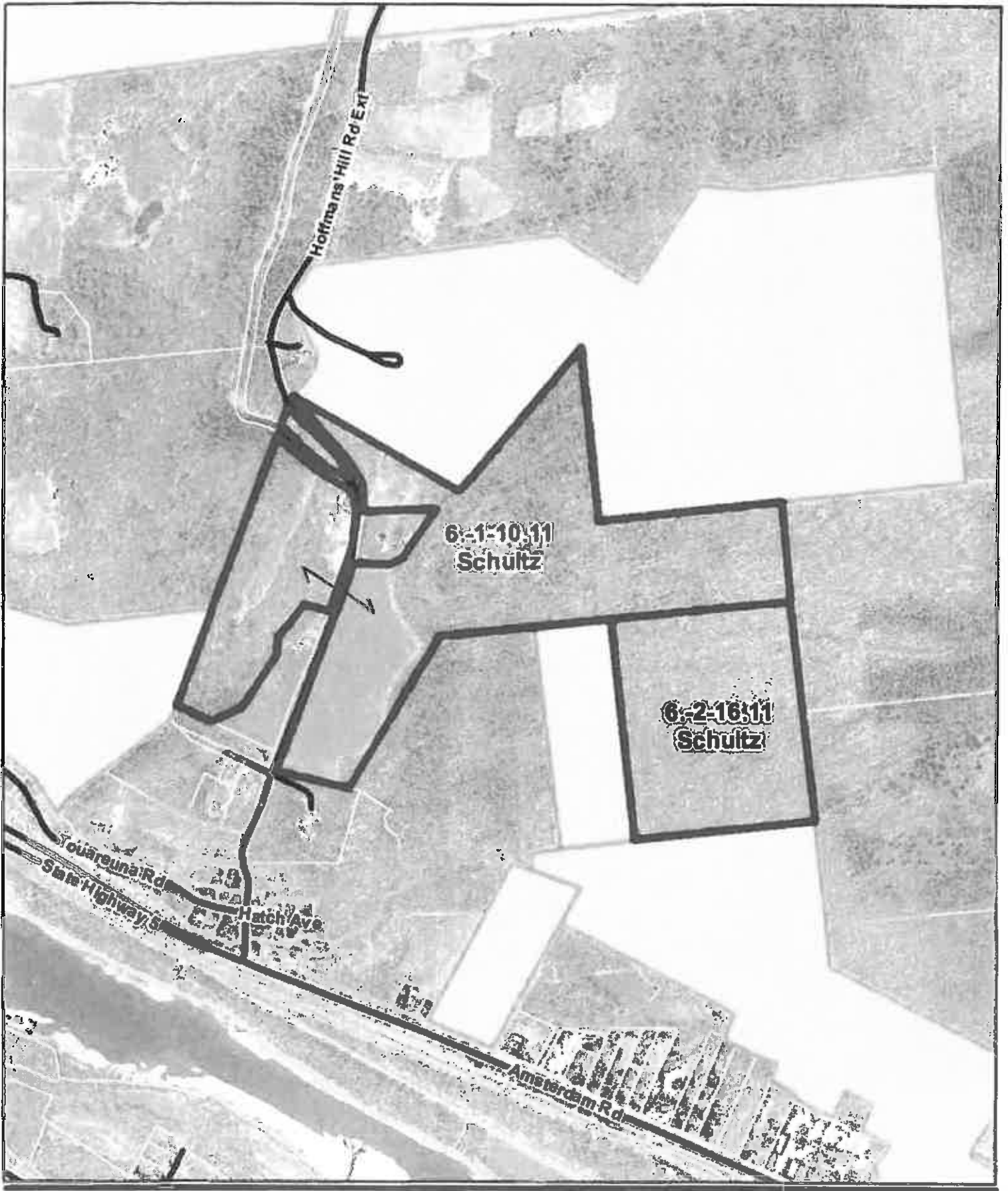
Below is a chart showing the parcels associated with the three applications received in 2022 under the annual 30-day review period for inclusion in the Schenectady County Agricultural District. In Glenville, the Kunze application involves two parcels totaling 16.7 acres where they operate a start-up aquaculture/aquaponic farm. The Schultz application includes two parcels totaling 145 acres where they have livestock, grow hay and vegetables and harvest timber.

In Princetown, the Gauthier application has one parcel totaling 92.1 acres that is rented to a start-up farmer who has livestock.

Table 1. Schenectady Agricultural District 2022 Applications

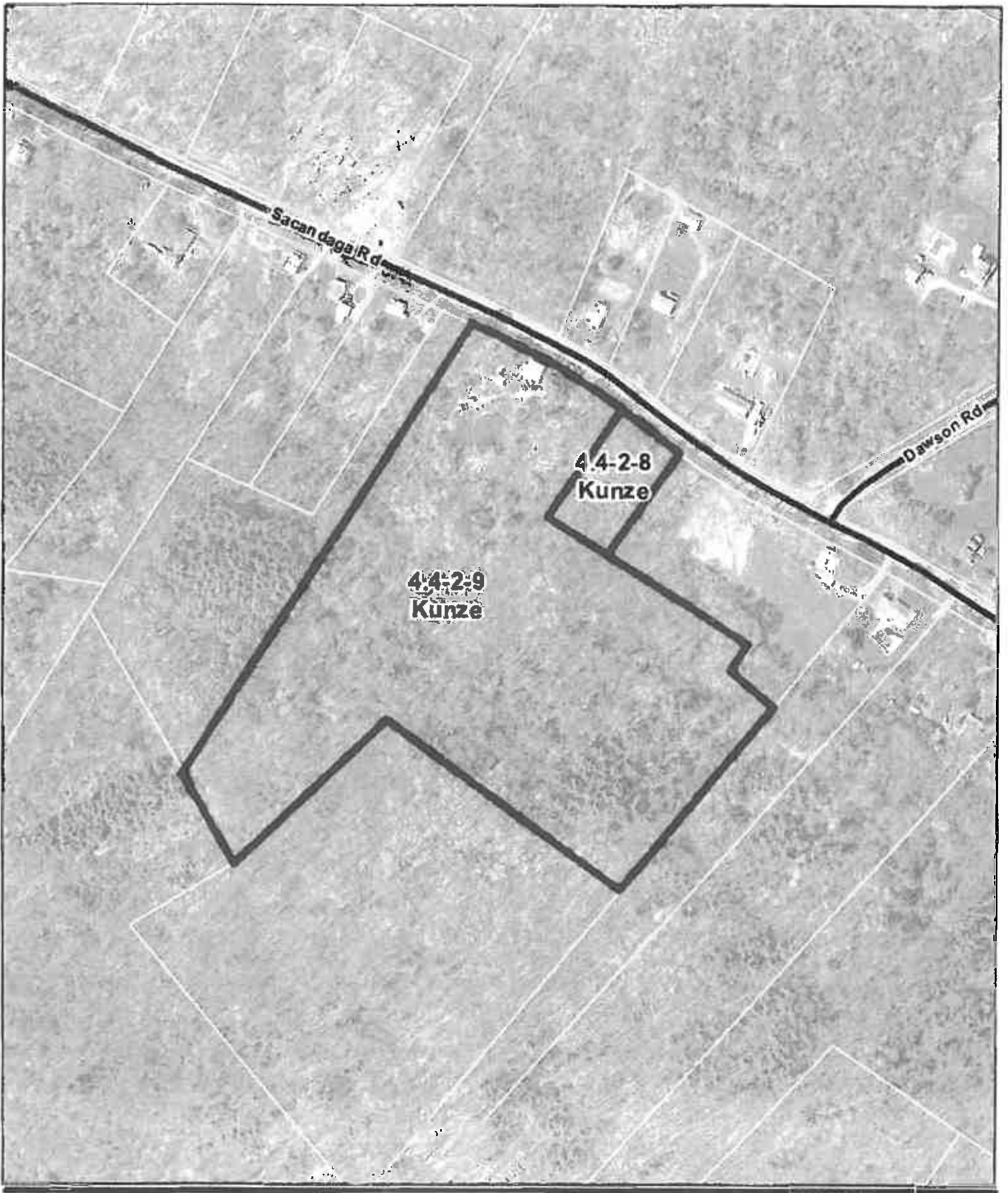
TOWN	TAX ID #	NAME LAST	NAME FIRST	STATUS	ACRES OWNED	ACRES RENTED
Glenville	4.4-2-9 & 4.4-2-8	Kunze	Stephen & Calt	Farmer	16.7	0
Glenville	6.-1-10.11 & 6.-2-16.11	Schultz	William & Kristina	Farmer	145	0
Princetown	36.-2-5.11	Gauthier	Pierre & Theresa	Non-farmer	92.1	0

The County Agricultural and Farmland Protection Board recommended inclusion of the parcels in the County Agricultural District.



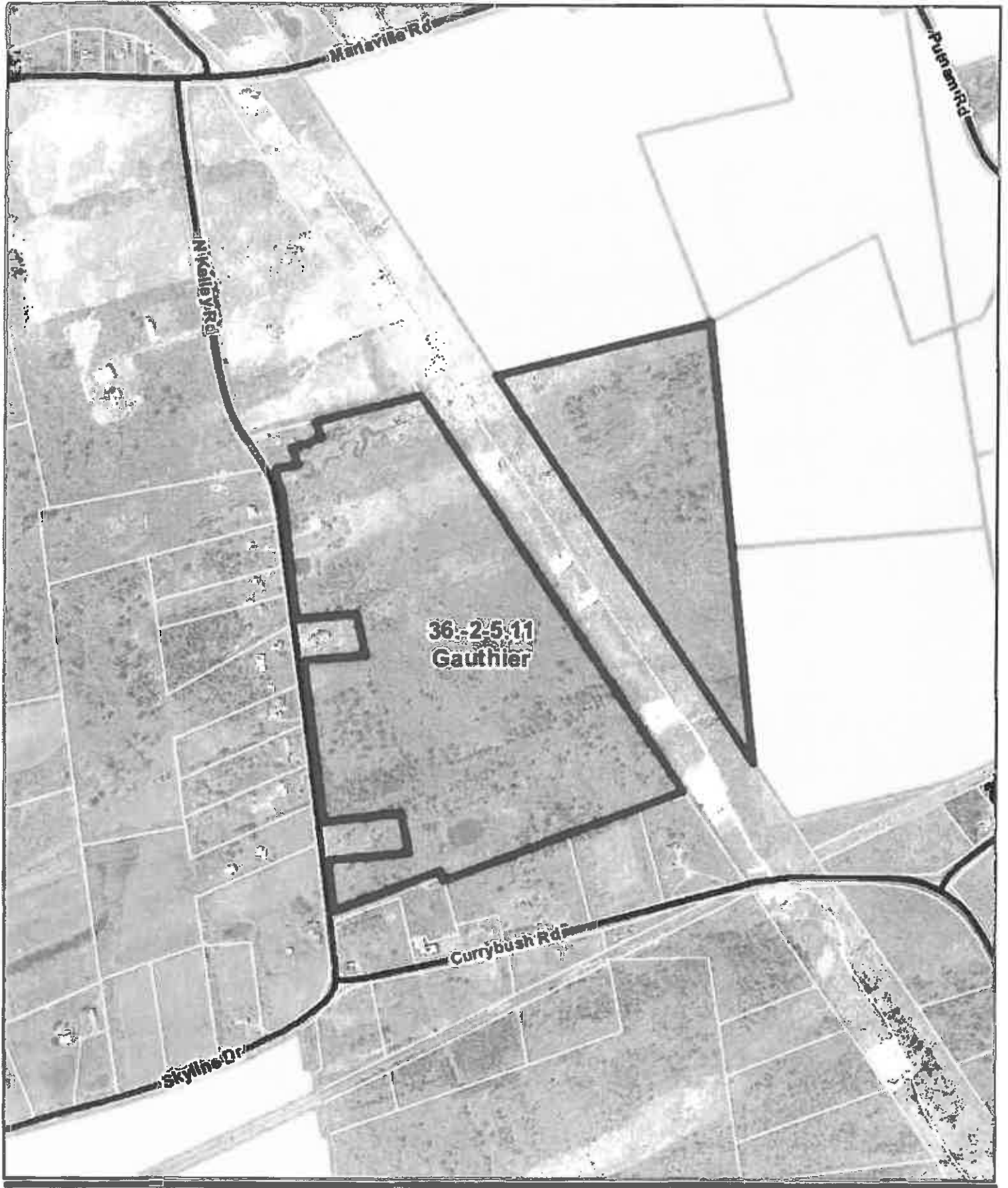
Parcel# 6.-1-10.11 & 6.-2-16.11
Town of Glenville- Wolf Hollow Rd

-  **New Agricultural District Parcels**
-  **Existing Agricultural District Parcels**



Parcel# 4.4-2-8 & 4.4-2-9
Town of Glenville- Sacandaga Rd

-  **New Agricultural District Parcels**
-  **Existing Agricultural District Parcels**



Parcel# 36.-2-5.11
Town of Princetown- N. Kelley Rd

-  **New Agricultural District Parcels**
-  **Existing Agricultural District Parcels**



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: February 3, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Education and Libraries
Honorable Sara Mae Pratt, Chair
Monday, February 6, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EL	0 INFORMATIONAL PRESENTATION BY DR. CARLOS COTTO	Legislator Pratt	

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Education and Libraries
Dual Reference:
Initiative: EL 0

Title of Proposed Resolution:

INFORMATIONAL PRESENTATION BY DR. CARLOS COTTO

Purpose and General Idea:

INFORMATIONAL PRESENTATION BY DR. CARLOS COTTO

Summary of Specific Provisions:

INFORMATIONAL PRESENTATION BY DR. CARLOS COTTO

Effects Upon Present Law:

None.

Justification:

INFORMATIONAL PRESENTATION BY DR. CARLOS COTTO

Sponsor: Legislator Pratt

Co-Sponsor:



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: February 3, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Health, Housing and Human Services
Honorable Michelle Ostrelich, Chair
Monday, February 6, 2023 at 7:00 p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
HHHS	3 A RESOLUTION TO CREATE AND ELIMINATE POSITIONS AT THE DEPARTMENT OF SOCIAL SERVICES	Legislator Ostrelich	
HHHS	4 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR ARTICLE 6 ELIGIBLE SERVICES	Legislator Ostrelich	
HHHS	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF ADDICTION SERVICES AND SUPPORTS FOR THE NARCOTICS ABUSE PREVENTION AND ASSISTANCE PROGRAM	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 3

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE POSITIONS AT THE DEPARTMENT OF SOCIAL SERVICES

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions in the Department of Social Services.

Summary of Specific Provisions:

Provides authorization to eliminate the positions of Information Processing Specialist -II (CSEA Grade 8) and Clerk (CSEA Grade 4) and create the positions of Confidential Secretary to the Commissioner (JC-2) and Information Processing Specialist-I (CSEA Grade 5)

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Social Services.

Establish and Increase Appropriation Code By:

A516010.111	Department of Social Services	Confidential Secretary to the Commissioner of DSS	\$54,562
A516010.111	Department of Social Services	Information Processing Specialist 1	\$35,480

Reduce Appropriation Code By:

A516010.111	Department of Social Services	Information Processing Specialist 2	\$47,597
A516010.111	Department of Social Services	Clerk	\$34,026

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

Justification:

Brandy Hillard-Bouldin, Commissioner of Social Services, indicates in her memorandum that a Confidential Secretary would allow more support for office administrative operations, and the IPS I position better meets the needs of the department, particularly related to the significant need to perform higher-level clerical functions.

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
Brandy Hillard-Bouldin, Commissioner of Social Services
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: February 3, 2023

RE: Authorization to Eliminate and Create Positions in the Department of Social Services

Attached is a memorandum from Brandy Hillard-Bouldin, Commissioner of Social Services, requesting authorization to eliminate the positions of Information Processing Specialist II (CSEA Grade 8) and Clerk (CSEA Grade 4) and create the positions of Confidential Secretary to the Commissioner (JC-2) and Information Processing Specialist I (CSEA Grade 5).

In the Commissioner of Social Service's Office, an Information Processing Specialist II is currently responsible for the office's administrative operations. This person, however, has become more involved in application procession and eligibility determination as the number of applications for assistance programs has increased. A Confidential Secretary to the Commissioner, however, would allow for more support for office's administrative operations.

The Temporary Assistance Division currently has a vacant Clerk position. Rather than fill that position, Ms. Hillard-Bouldin proposes replacing that position with that of an Information Processing Specialist I as that position would be able to perform higher level clerical functions.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.

SCHENECTADY COUNTY

DEPARTMENT OF SOCIAL SERVICES



797 Broadway, Suite 301
Schenectady, NY 12305
518-388-4470
518-382-4644 (FAX)

Brandy Hillard-Bouldin
Commissioner

TO: Rory Fluman, County Manager
FROM: Brandy Hillard-Bouldin
DATE: January 20, 2023
RE: Personnel Request

I would respectfully request the creation of the following positions:

1. Grade 5 Information Processing Specialist I in the Department of Social Services be added to the Legislative Committee Meeting Agenda scheduled for February 6, 2023. At present, the Department has budgeted a Grade 4 Clerk position which exists in the 2023 budget. This Clerk position is assigned to our Temporary Assistance Division. The incumbent in the Clerk position has retired effective January 6, 2023, and I would propose we eliminate the Grade 4 Clerk position in favor of creating a Grade 5 Information Processing Specialist I position.
2. the creation of a new management level position within the Department of Social Services. The proposed position would be that of a Confidential Secretary to the Commissioner at JC-2. This position would report directly to the Commissioner and Associate Commissioner of Social Services. Presently the organizational structure within the Department is such that an Information Processing Specialist II at Labor Grade 8 serves to support the administrative structure of the Commissioner's Office. The incumbent in the position primarily was responsible for answering the phones for the entire 797 Broadway operation. Over the course of the past two years the individual serving in this role has had her job functions altered to accommodate the needs of the office and expanded her role and duties.

With the elimination of the Contract Management Coordinator position as part of the creation of the 2022 County Budget, much of the duties related to contract creation, management and modification have been delegated to the IPS-II position. As a result of the increased activity around applications for assistance we've also had the IPS-II more involved in processing work related to eligibility determinations. For these reasons we believe it necessary to create the new position. This would afford us the greatest degree of flexibility in terms of assignment of work and allow for additional duties to be delegated to the position to support the administrative operation of the Commissioner's Office.

Under this proposal we would eliminate the current position of IPS-II. The funds in the appropriation line (A.6010.00492) would be transferred to the newly created position of Confidential Secretary to the Commissioner with the appropriation line yet to be determined. Recognizing the salary for the new position would call for an increase in the new appropriation of \$6,964, we would propose using current vacancy rate funding within the existing personnel lines for the Department to cover the difference for the 2023 Budget Year. If you should have any questions regarding the proposal, please do not hesitate to reach out.

Thank you for your consideration.

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: January 30, 2023
SUBJECT: Budget Amendment -- Schenectady County Department of Social Services
Elimination and Creation of Various Positions

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Social Services.

Establish and Increase Appropriation Code By:

A516010.111	Department of Social Services	Confidential Secretary to the Commissioner of DSS	<u>\$54,562</u>
A516010.111	Department of Social Services	Information Processing Specialist 1	<u>\$35,480</u>

Reduce Appropriation Code By:

A516010.111	Department of Social Services	Information Processing Specialist 2	<u>\$47,597</u>
A516010.111	Department of Social Services	Clerk	<u>\$34,026</u>

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

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: February 3, 2023

Re: Elimination and Creation of Positions in the Department of Social Services

The Schenectady County Department of Social Services has requested the elimination of the positions Clerk (CSEA Grade 4) and IPS II (CSEA Grade 8), and the creation of the position IPS I and Confidential Secretary to the Commissioner of Social Services.

I recommend the creation of the positions of IPS I at CSEA Grade 5 and Confidential Secretary to the Commissioner of Social Services at JC 2.

All necessary action on behalf of the Civil Service Commission will occur at the Commission's February 23, 2023 meeting.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 4

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR ARTICLE 6 ELIGIBLE SERVICES

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYSDOH Local Health Department Performance Incentive Program.

Summary of Specific Provisions:

Authorization to accept funds from the NYSDOH Local Health Department Performance Incentive Program in the amount of \$22,208. Schenectady County Public Health Services has been awarded a Performance Incentive for our work documenting our COVID -19 pandemic response. SCPHS is one of 57 Local Health Departments to receive an award based on performance metrics.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the NYS Department of Health for the Article 6 Performance Incentive Initiative in Public Health Services.

Increase Appropriation Code By:

A544012.415198	Public Health Services - Article 6 - NYS Performance Incentive Initiative	\$22,208
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Increase Revenue Code By:

A34012.340142	Public Health Services - Article 6 - NYS Performance Incentive Initiative	\$22,208
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Keith Brown, Public Health Director, indicates, the department will utilize these funds for chronic disease and obesity prevention services as these were the issues that exacerbated the effects of the covid-19 pandemic. Specifically, the County will use these funds to support the breastfeeding program as breastfeeding is linked to decreased rates of childhood obesity. The International Board Certified Lactation Consultant and the Public Health Nurse that will be supported by this funding will assist new parents in the community meet their breastfeeding goals.

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, Public Health Director
Jaclyn Falotico, Commissioner of Finance

Date: February 3, 2023

Re: Authorization to Accept Funding from the NYSDOH Local Health Department Performance Incentive Program

Attached is a memorandum from Keith Brown, Interim Public Health Director, requesting authorization to accept \$22,208 from the NYSDOH Local Health Department Performance Incentive Program. While the funds must be used for any Article 6 eligible services, NYSDOH encourages that these funds be used to support ongoing disease prevention efforts.

As Mr. Brown indicates, the department will utilize these funds for chronic disease and obesity prevention services as these were the issues which had exacerbated the effects of the COVID-19 pandemic. Specifically, the department will use these funds to support the County's breastfeeding program as breastfeeding is linked to decreased rates of childhood obesity. The International Board-Certified Lactation Consultant and the Public Health Nurse that would be supported by this funding will assist new parents in the community meet their breastfeeding goal.

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

I recommend your approval.

SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
INTER-OFFICE MEMO
2023

TO: *Rory Fluman, County Manager*
From: *Keith Brown, Public Health Director*
RE: *Legislative Action – February Legislative Meeting*
Requesting Legislative approval to accept funding from NYSDOH Local Health
Department Performance Incentive Program Award
Copies: *Jaclyn Falotico, Commissioner of Finance*
Shane Bargo, Deputy County Manager
Date: *1/18/2023*

Dear Rory,

Schenectady County Public Health Services has been awarded a \$22,208 Performance Incentive for our work documenting our COVID-19 pandemic response. SCPHS is one of 57 Local Health Departments to receive an award based on performance metrics.

These funds must be used to support costs associated with Article 6 eligible services. While costs associated with any eligible activity are acceptable, we are encouraged to consider utilizing the award funds to support ongoing disease prevention efforts. Recognizing the underlying public health issues and social determinants of health that exacerbated the COVID-19 pandemic, we have determined that the best use of this money would be in chronic disease and obesity prevention. We would like to use this money to support the efforts of our breastfeeding program, which supports parents in the community in accessible locations in the highest needs areas of the county.

Dedicated grant funding for breastfeeding education and support in the community has been cut over the past several years. Expanding this funding will support SCPHS' International Board Certified Lactation Consultant and Public Health Nurse to assist more parents in the community to meet their breastfeeding goals despite the challenges of new parenthood. Breastfeeding is linked to decreased rates of childhood obesity and is an important public health issue.

I am requesting Legislative approval to accept these funds to enhance our public health efforts in Schenectady County. I have attached the materials received from NYSDOH for your review. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
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 Fhuman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: January 30, 2023
SUBJECT: Budget Amendment – NYS DOH – Article 6 Performance Incentive Initiative
Schenectady County Public Health Services

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the NYS Department of Health for the Article 6 Performance Incentive Initiative in Public Health Services.

Increase Appropriation Code By:

A544012.415198 Public Health Services - Article 6 - NYS Performance Incentive Initiative \$22,208

Increase Revenue Code By:

A34012.340142 Public Health Services - Article 6 - NYS Performance Incentive Initiative \$22,208

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

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 5

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF ADDICTION SERVICES AND SUPPORTS FOR THE NARCOTICS ABUSE PREVENTION AND ASSISTANCE PROGRAM

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYS Office of Addiction Services and Support for the Narcotics Abuse Prevention and Assistance Program

Summary of Specific Provisions:

Authorization to accept funds from the NYS Office of Addiction Services and Support for the Narcotics Abuse Prevention and Assistance Program in the amount of \$73,414. These funds will be used to support the program's residential services, treatment services, and prevention services.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate increased state aid in the amount of \$73,414 from the NYS Office of Addiction Services and Support.

Increase Appropriation Code By:

A544230.400450	Residential Services	\$ 4,955
A544230.400451	Residential Services	\$37,471
A544230.400602	Treatment Services	\$12,701
A544230.400603	Education and Prevention Services	\$16,527

Increase Revenue Code By:

A34230.348601	State Aid – OASAS	\$71,654
A34310.348603	Narcotic Addiction Control Admin	\$ 1,760

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

Justification:

Keith Brown, Public Health Director, is requesting a modification to the 2023 Narcotics Abuse Prevention and Assistance Program budget. The office of Community Services has been notified by the NYS Office of Addiction Services and Support (OASAS) of an increase to state aid based on the most recent letter dated 12/15/2022. Making these changes will align the 2023 budget with the most recent state aid letter and there is no cost to the County associated with these changes.

Sponsor: Legislator Ostrellich

Co-Sponsor:

COUNTY OF SCHENECTADY

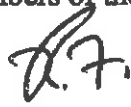


RORY FLUMAN
COUNTY MANAGER

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, Public Health Director
Jaclyn Falotico, Commissioner of Finance

Date: February 3, 2023

RE: Authorization to Accept Funding from the NYS Office of Addiction Services and Support for the Narcotics Abuse Prevention and Assistance Program

Attached is a memorandum from Keith Brown, Public Health Director, requesting authorization to accept funding from the NYS Office of Addiction Services and Support for the Narcotics Abuse Prevention and Assistance Program in the amount of \$73,414. These funds will be used to support the program's residential services, treatment services, and prevention services.

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

I recommend your approval.

SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
INTER-OFFICE MEMO
2023

TO: *Rory Fluman, County Manager*
From: *Keith Brown, Public Health Director*
RE: *Legislative Action – February Legislative Meeting*
Requesting Legislative approval to accept funding from NYS Office of
Addiction Services and Support
Copies: *Jaclyn Falotico, Commissioner of Finance*
Shane Barga, Deputy County Manager
Date: *01/23/2023*

Dear Rory,

I am writing to request a modification to the 2023 Narcotics Abuse Prevention and Assistance program budget. The Office of Community Services has been notified by the NYS Office of Addiction Services and Support (OASAS) of an increase to state aid based on the most recent letter dated 12/15/2022.

This funding increase through OASAS affects the following programs:

A544230.400450 – Residential Services - \$4,955 (Revenue code: A3486)

A544230.400451 – Residential Services - \$37,471 (Revenue code: A3486)

Effective 01/01/23, OASAS has included funding increases related to the minimum wage increases and adjustments for New Choices treatment and recovery services.

A544230.400602 – Treatment Services - \$12,701 (Revenue code: A3486)

Effective 01/01/23, OASAS has included funding increases related to the minimum wage increases and adjustments for New Choices medically supervised outpatient clinic.

A544230.400603 – Prevention Services - \$16,527 (Revenue code: A3486)

Effective 01/01/23, OASAS has included funding increases related to the minimum wage increases and adjustments for New Choices prevention services.

A3486.03 – Narcotic Addiction Control Admin - \$1,760

Effective 01/01/23, OASAS has included funding for the Schenectady County Dual Diagnosis Coordinator position due to minimum wage increases.

TOTAL OASAS FUNDING INCREASE - \$73,414

Making these changes will align the 2023 budget with the most recent state aid letter. There is no cost to the county associated with these changes.

Sincerely,

**Keith Brown, MPH
Public Health Director**

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: January 30, 2023
SUBJECT: Budget Amendment – NYS Office of Addiction Services and Support –
Schenectady County Public Health Services

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate increased state aid in the amount of \$73,414 from the NYS Office of Addiction Services and Support.

Increase Appropriation Code By:

A544230.400450	Residential Services	\$ 4,955
A544230.400451	Residential Services	\$37,471
A544230.400602	Treatment Services	\$12,701
A544230.400603	Education and Prevention Services	\$16,527

Increase Revenue Code By:

A34230.348601	State Aid – OASAS	\$71,654
A34310.348603	Narcotic Addiction Control Admin	\$ 1,760

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



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

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

DATE: February 3, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Public Facilities
Honorable Patierne, Chair
Monday, February 6, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	6 A RESOLUTION APPROVING CAPITAL BUDGET AMENDENTS FOR IMPROVEMENTS TO THE SCHENECTADY COUNTY RECREATIONAL FACILITY IN THE TOWN OF GLENVILLE, AND NAMING THE RECREATIONAL FACILITY THE "SCHENECTADY COUNTY RAY WEMPLE MEMORIAL RINK"	Legislator Patierne	

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 6

Title of Proposed Resolution:

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE SCHENECTADY COUNTY RECREATIONAL FACILITY IN THE TOWN OF GLENVILLE, AND NAMING THE RECREATIONAL FACILITY THE "SCHENECTADY COUNTY RAY WEMPLE MEMORIAL RINK"

Purpose and General Idea:

Provides Authorization to Fund the Expansion and Renovation of the Schenectady County Recreational Facility Ice Rink at 5 Tower Rd in the Town of Glenville Utilizing American Rescue Plan Act Funds.

Summary of Specific Provisions:

Authorization to fund the expansion and renovation of the Schenectady County Recreational Facility Ice Rink(SCRIF) at 5 Tower Rd in the Town of Glenville Utilizing \$2,500,00 in funds from the American Rescue Plan Act Funding.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget providing funding for additions and improvements to the Schenectady County Recreational Facility. This funding in the amount of \$2,500,00 will be financed using funds from the American Rescue Plan Act. This funding is presently included in the County's Undesignated Fund Balance.

CAPITAL BUDGET

For Capital Project H8020230083- Recreational Facility Expansion

Increase Revenue String By:

H7320230082	Capital – Recreation	\$2,500,000
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Increase Expense String By:

H99901.503101	Interfund Revenue – General	\$2,500,000
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Increase Appropriation Code By:

A599950.906	Transfer to Capital	\$2,500,000
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Increase Appropriated Fund Balance By:

A599	Appropriated Fund Balance	\$2,500,000
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I recommend that this budget amendment be presented to the County Legislature for consideration.

Justification:

The facility has been a positive investment for the community since its construction by allowing residents the opportunity to engage in safe, physical activities. Attendance exceeded 25,000 people in 2022, with these funds, the SCRF Ice Rink will be able to offer more programming to residents by expanding the facility's lobby, locker rooms, and lavatories. In addition, the exterior will be updated into a more welcoming and modern façade

Sponsor: Legislator Patierne

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Jaclyn Falotico, Commissioner of Finance

Date: February 3, 2023

Re: Authorization to Fund the Expansion and Renovation of the Schenectady County Recreational Facility Ice Rink at 5 Tower Rd in the Town of Glenville Utilizing American Rescue Plan Act Funds

I am requesting authorization to fund the expansion and renovation of the Schenectady County Recreational Facility (SCRF) Ice Rink at 5 Tower Rd in the Town of Glenville utilizing \$2,500,000 in funds from the American Rescue Plan Act.

The facility has been a positive investment for the community since its construction by allowing residents the opportunity to engage in safe, physical activities such as learn-to-skate programs, recreational skating, ice hockey, and figure skating. The SCRF Ice Rink currently supports more than a dozen Schenectady Youth Hockey Association teams, several adult hockey leagues, and two high school teams. In 2022, attendance exceeded 25,000 people

With these funds, the SCRF Ice Rink will be able to offer more programming to residents by expanding the facility's lobby, locker rooms, and lavatories. In addition, the exterior will be updated into a more welcoming and modern façade.

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



MEMO

TO: Rory Fluman
FROM: Jayme B. Lahut
DATE: January 26, 2023
RE: County Legislature February Agenda Item — ARPA Funds for SCRF Ice Rink

.....

I am pleased to support the County Legislature's funding for the expansion and makeover to the Schenectady County Recreational Facility (SCRF) Ice Rink in Glenville. The benefit of the proposed project encourages safe and engaging physical activities for County residents of all ages that can reduce or prevent many physical and mental health problems. The programs and activities at SCRF Ice Rink are also very affordable.

An investment in the SCRF Ice Rink is an investment in our community — offering a positive asset and destination where individuals and families can all enjoy and engage in a wide range of programs from ice skating to hockey including learn-to-skate programs and introduction to hockey. The expanded space would certainly deliver the local economy a positive boost with increased usage and create a stronger community atmosphere as well. The makeover serves to add yet another attractive feature about Schenectady County, providing family and friendship-oriented activities that would simply otherwise not be available. We welcome and encourage this expansion of space and services.

The popularity of the SCRF Ice Rink requires the physical improvements that have been proposed. Public skating attendance exceeded 25,000 people in 2022, its highest level since 2015. The locker rooms now support more than a dozen Schenectady Youth Hockey Association (SYHA) teams, several adult hockey leagues as well as two high school teams. The facility really needs expanded lavatories, larger locker rooms and a bigger lobby.

All of these activities promote teamwork, comradery and exercise that the SCRF Ice Rink offers. Such activities build confidence, promote physical fitness and teach life-long skills, all of which are important values that the County leadership shares.

Since 2008 I have chaired the Rink Committee which oversees the facility, staffing, budgeting with County Finance and reporting to the County Manager. As a volunteer with SYHA for the past 20 years, I encourage you to support the renovation of the SCRF Ice Rink facility which will benefit all community members.

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: January 30, 2023
SUBJECT: 2023 Capital Budget Amendment – Recreational Facility Expansion

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget providing funding for additions and improvements to the Schenectady County Recreational Facility. This funding in the amount of \$2,500,00 will be financed using funds from the American Rescue Plan Act. This funding is presently included in the County's Undesignated Fund Balance.

CAPITAL BUDGET

For Capital Project H8020230083- Recreational Facility Expansion

Increase Revenue String By:

H7320230082	Capital – Recreation	<u>\$2,500,000</u>
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Increase Expense String By:

H99901.503101	Interfund Revenue – General	<u>\$2,500,000</u>
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Increase Appropriation Code By:

A599950.906	Transfer to Capital	<u>\$2,500,000</u>
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Increase Appropriated Fund Balance By:

A599	Appropriated Fund Balance	<u>\$2,500,000</u>
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I recommend that this budget amendment be presented to the County Legislature for consideration.

SCHENECTADY ICE RINK

CC DESIGN/BROUPE CDM



CELEBRATING 20, 2022



SCHENECTADY ICE RINK

CG DESIGN GROUP



ARCHITECTURE





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: February 3, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Public Safety and Firefighting
Honorable Thomas Constantine, Chair
Monday, February 6, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsors</u>
PSF	1 A RESOLUTION REGARDING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE UNIFIED COMMUNICATIONS CENTER	Legislator Constantine	

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Public Safety and Firefighting
Dual Reference: Ways and Means
Initiative: PSF 1

Title of Proposed Resolution:

A RESOLUTION REGARDING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE UNIFIED COMMUNICATIONS CENTER

Purpose and General Idea:

Provides Authorization to Amend the 2023 Capital Budget for the Unified Communications Center for Radio Interoperability Upgrades

Summary of Specific Provisions:

Authorization to Amend the 2023 Capital Budget for the Unified Communications Center for Radio Interoperability Upgrades. The funding amount of \$1,197,673 was accepted in September 2022 as part of the NYS Department of Homeland Security and Emergency Services Statewide Interoperable Communications Grant.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget for Radio Interoperability Upgrades. The County previously authorized acceptance of a grant through the NYS Department of Homeland Security and Emergency Services in the amount of \$1,197,673.

This budget amendment creates the Capital Budget project to commence Phase II, Radio Interoperability Upgrades. Remaining funding of \$902,073 will be used to finance Phase II which will entail the replacement of the Crawford Hill radio tower. The existing tower has reached the end of its useful life.

CAPITAL BUDGET

For Capital Project H3022230081 – Radio Interoperability Upgrades

<u>Increase Revenue String By:</u>		
H33022.308937	Radio Interoperability Upgrades	\$902,073
<u>Increase Expense String By:</u>		
H543022.401	Radio Interoperability Upgrades	\$902,073

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

Justification:

The budget amendment would allow the Capital Budget to commence Phase II of the Radio Interoperability Upgrades. The remaining \$902,073 will be used to finance Phase II which involves equipment upgrades such as replacing the outdated and unusable Crawford Hill radio tower with a new tower, shelter, and generator.

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 *R.F.*

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Jaclyn Falotico, Commissioner of Finance
Kevin Spawn, Director of the Unified Communications Center

Date: February 3, 2023

Re: Authorization to Amend the 2023 Capital Budget for the Unified Communications Center for Radio Interoperability Upgrades

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to Amend the 2023 Capital Budget for the Unified Communications Center. This change would accommodate funding that the County accepted in September 2022 as part of the NYS Department of Homeland Security and Emergency Services' Statewide Interoperable Communications Grant.

This budget amendment would create the Capital Budget project to commence Phase II of the Radio Interoperability Project which involves equipment upgrades such as replacing the outdated and unusable Crawford Hill radio tower with a new tower, shelter, and generator.

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

I recommend your approval.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: January 30, 2023
SUBJECT: 2023 Capital Budget Amendment – Radio Interoperability Upgrades

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget for Radio Interoperability Upgrades. The County previously authorized acceptance of a grant through the NYS Department of Homeland Security and Emergency Services in the amount of \$1,197,673.

This budget amendment creates the Capital Budget project to commence Phase II, Radio Interoperability Upgrades. Remaining funding of \$902,073 will be used to finance Phase II which will entail the replacement of the Crawford Hill radio tower. The existing tower has reached the end of its useful life.

CAPITAL BUDGET

For Capital Project H3022230081 – Radio Interoperability Upgrades

Increase Revenue String By:

H33022.308937	Radio Interoperability Upgrades	<u>\$902,073</u>
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Increase Expense String By:

H543022.401	Radio Interoperability Upgrades	<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 Technology and Communications

Hon. Richard Ruzzo, Chair

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

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

DATE: February 3, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Technology and Communications
Honorable Richard Ruzzo, Chair
Monday, February 6, 2023 at 7:00 p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
TC	1 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR CYBER SECURITY IMPROVEMENTS	Legislator Ruzzo	
TC	2 A RESOLUTION TO CREATE AND ELIMINATE POSITIONS IN THE DEPARTMENT OF INFORMATION SERVICES	Legislator Ruzzo	

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Technology and Communications
Dual Reference: Ways and Means
Initiative: TC 1

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR CYBER SECURITY IMPROVEMENTS

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYS State Homeland Security and Emergency Services' FY2020 Cyber Security Program.

Summary of Specific Provisions:

Provides authorization for Schenectady County to accept \$50,000 under the FY2020 Cyber Security Grant from the New York State Department of Homeland Security and Emergency Service. This grant period is from October 1, 2022, through August 31, 2023.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the NYS Department of Homeland Security and Emergency Services for the FY 2020 Cybersecurity Grant in the Department of Information Services.

Establish Appropriation Code By:

A541621.415261 Department of Information Services - FY2020 Cybersecurity Grant \$50,000

Establish Revenue Code By:

A41621.430602 Department of Information Services - FY2020 Cybersecurity Grant \$50,000

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

Justification:

Laura Baker, Chief Information Officer, is requesting authorization to accept funds from NYS State Homeland Security and Emergency Services to train IT staff in cyber security responses as well as the implementation of a new backup and recovery model.

Sponsor: Legislator Ruzzo

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager *R.F.*

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Laura Baker, Chief Information Officer
Jaclyn Falotico, Commissioner of Finance

Date: February 03, 2023

Re: Authorization to Accept the NYS Department of Homeland Security and
Emergency Services' FY2020 Cyber Security Grant

Attached is a memorandum from Laura Baker, Chief Information Officer, requesting authorization to accept the NYS Department of Homeland Security and Emergency Services' FY2020 Cyber Security Grant in the amount of \$50,000 for the period starting October 1, 2022 through August 31, 2023. As Ms. Baker indicates, these funds will be used to train IT staff in cyber security response as well as the implementation of a new backup and recovery model.

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

I recommend your approval.



Laura Baker
Chief Information Officer

620 State Street, Schenectady NY 12305

1/17/2023

MEMO: Acceptance of the FY2020 NYSDHSES Cyber Security Grant

The Schenectady County IT department is the recipient of a \$50,000 grant from the NYS Department of Homeland Security for Cyber Security improvements. The IT department plans to use this funding to obtain training for the IT staff in cyber security response and to implement a new backup and recovery model.

Regards,

Laura Baker

Laura Baker

Chief Information Officer
Information Services
Schenectady County



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

September 29, 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 \$50,000 in federal funding under the FY2020 Cyber Security Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is October 1, 2022 through August 31, 2023.

As outlined in your application, this funding is provided to enhance and sustain your jurisdiction's cyber security posture as well as ensure that your information systems are secured and protected from cyber incidents through equipment, training, exercise, and planning projects.

Additionally, all capabilities developed through federal FY2020 SHSP funding are required to be deployable regionally and nationally per the federal guidelines. All funding through this grant program is subject to both New York State and federal guidelines and regulations.

In order to ensure these funds are made available as quickly as possible, a representative from DHSES' Grants Program Administration Unit will be reaching out to your grant point of contact. If you have any questions about this program, please contact Eric Abramson, Director of Grants Program Administration at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Bray".

Jackie Bray
Commissioner

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: January 30, 2023
SUBJECT: Budget Amendment – NYSDHSES Cybersecurity Grant
Schenectady County Department of Information Services

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the NYS Department of Homeland Security and Emergency Services for the FY 2020 Cybersecurity Grant in the Department of Information Services.

Establish Appropriation Code By:

A541621.415261 Department of Information Services - FY2020 Cybersecurity Grant \$50,000

Establish Revenue Code By:

A41621.430602 Department of Information Services - FY2020 Cybersecurity Grant \$50,000

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

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Technology and Communications
Dual Reference: Ways and Means
Initiative: TC 2

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE POSITIONS IN THE DEPARTMENT OF INFORMATION SERVICES

Purpose and General Idea:

Authorization to Eliminate and Create Positions in the Department of Information Services.

Summary of Specific Provisions:

Authorization to eliminate the position of Junior Systems Administrator (JC-6) and create the position of PC Support Specialist (CSEA Grade 13) in the Department of Information Services.

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Information Services.

Increase Appropriation Code By:

A511621.111	Department of Information Services – PC Support Specialist	\$45,345
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Reduce Appropriation Code By:

A511621.111	Department of Information Services – Junior Systems Administrator	\$65,733
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

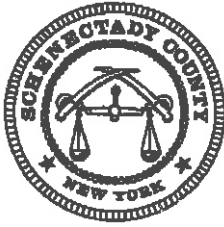
Justification:

Laura Baker, Chief Information Officer, indicates, this new position would shadow the existing PC Support Specialist who provides specific support for the Schenectady County Public Health Services. Not only would this position change result in cost savings for the County, but it would also maintain the continuity of IT services and support.

Sponsor: Legislator Ruzzo

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Laura Baker, Chief Information Officer
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: February 3, 2023

RE: Authorization to Eliminate and Create Positions in the Department of Information Services

Attached is a memorandum from Laura Baker, Chief Information Officer, requesting authorization to eliminate the position of Junior Systems Administrator (JC-6) and create the position of PC Support Specialist (CSEA Grade 13). As Ms. Baker indicates, this new position would shadow the existing PC Support Specialist who provides specific support for Schenectady County Public Health Services. Not only would this position change result in a cost-savings for the County, it would also maintain a continuity of IT services and support.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.



Laura Baker
Chief Information Officer

620 State Street, Schenectady NY 12305

1/17/2023

MEMO: Replacing the 2023 Jr Systems Administrator position with PC Support Specialist

Due to an anticipated retirement the Information Services department is requesting a change to allow for a 2nd PC Support Specialist to shadow the existing employee in the Public Health Department to be able to properly support that department going forward. The Public Health Department subsidizes a portion of the Information Service budget to include support specific to their needs. The person supporting them must report hours worked for grant satisfaction and obtain certain certifications to have access to their systems. In order to maintain continuity of support Information Services is requesting this change.

Regards,

Laura Baker

Laura Baker

Chief Information Officer
Information Services
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: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: January 30, 2023
SUBJECT: Budget Amendment – Schenectady County Department of Information Services
Creation of PC Support Specialist and Elimination of Jr. Systems Administrator

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Information Services.

Increase Appropriation Code By:

A511621.111	Department of Information Services –	PC Support Specialist	<u>\$45,345</u>
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Reduce Appropriation Code By:

A511621.111	Department of Information Services –	Junior Systems Administrator	<u>\$65,733</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager
From: Joe McQueen, Director of Human Resources
Date: February 1, 2023
Re: Elimination and Creation of Positions in Information Services

The Office of Information Services has requested the elimination of the position Junior Systems Administrator (JC6), and the creation of the position PC Support Specialist. I recommend the creation of the position PC Support Specialist at CSEA Grade 13.

All necessary action by the Civil Service Commission will be taken at the February 2023 Commission meeting.

Thank you.



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: February 3, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Ways and Means
Honorable Philip Fields, Chair
Monday, February 6, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
WM	3 A RESOLUTION CORRECTING UNLAWFUL ENTRIES ON THE MUNICIPAL TAX ROLL OF GLENVILLE	Legislator Fields	
TC	1 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR CYBER SECURITY IMPROVEMENTS	Legislator Ruzzo	
TC	2 A RESOLUTION TO CREATE AND ELIMINATE POSITIONS IN THE DEPARTMENT OF INFORMATION SERVICES	Legislator Ruzzo	

Item	Title	Sponsor	Co-Sponsors
PSF	1 A RESOLUTION REGARDING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE UNIFIED COMMUNICATIONS CENTER	Legislator Constantine	
PFTI	6 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE SCHENECTADY COUNTY RECREATIONAL FACILITY IN THE TOWN OF GLENVILLE, AND NAMING THE RECREATIONAL FACILITY THE "SCHENECTADY COUNTY RAY WEMPLE MEMORIAL RINK"	Legislator Patierne	
HHHS	3 A RESOLUTION TO CREATE AND ELIMINATE POSITIONS AT THE DEPARTMENT OF SOCIAL SERVICES	Legislator Ostrelich	
HHHS	4 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR ARTICLE 6 ELIGIBLE SERVICES	Legislator Ostrelich	
HHHS	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF ADDICTION SERVICES AND SUPPORTS FOR THE NARCOTICS ABUSE PREVENTION AND ASSISTANCE PROGRAM	Legislator Ostrelich	

Item	Title	Sponsor	Co-Sponsors
CJCA	1 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF INDIGENT LEGAL SERVICES FROM THE UPSTATE FAMILY DEFENSE QUALITY IMPROVEMENT AND CASELOAD REDUCTION PROGRAM	Legislator Frisoni	
CJCA	2 A RESOLUTION TO CREATE AND ELIMINATE POSITIONS IN THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 2/3/2023
Reference: Ways and Means
Dual Reference: Ways and Means
Initiative: WM 3

Title of Proposed Resolution:

A RESOLUTION CORRECTING UNLAWFUL ENTRIES ON THE MUNICIPAL TAX ROLL OF GLENVILLE

Purpose and General Idea:

Provides Authorization for the Correction of the Tax Roll for the Town of Glenville.

Summary of Specific Provisions:

Authorization to accept the application from the Real Property Tax Service Agency for a Tax Roll Correction in the Town of Glenville. The Real Property Tax Services Agency has received two (2) applications for a corrected tax roll from Empire State Youth Orchestra, Inc. to correct a clerical error in the amount of \$38,982.73

Effects Upon Present Law:

None.

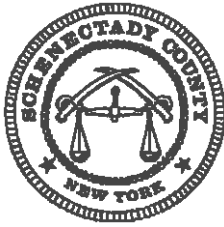
Justification:

Empire State Youth Orchestra, Inc. is a tax-exempt organization and was incorrectly taxed due to a clerical error. The applicant is entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

Sponsor: Legislator Fields

Co-Sponsor:

COUNTY OF SCHENECTADY

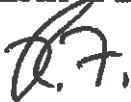


RORY FLUMAN
COUNTY MANAGER

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
Jaclyn Falotico, Commissioner of Finance
Paul Romano, Director of Real Property Tax Service Agency

Date: February 3, 2023

RE: Authorization to Correct Tax Roll in the Town of Glenville

The Real Property Tax Service Agency has an application requiring legislative approval for tax corrections in the Town of Glenville. The applicant, the Empire State Youth Orchestra, Inc. is a tax-exempt organization and was incorrectly taxed \$38,982.73 due to a clerical error. They are therefore eligible for \$38,982.73 in taxes to be cancelled.

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, detailing the properties and the level and nature of the corrections.

I recommend your approval.

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

County Finance

Memo

TO: Rory Phuman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: January 31, 2023
SUBJECT: Applications for Corrected Tax Roll (2)
(Town of Glenville)

The Real Property Tax Service Agency has received two (2) applications for correction of the tax roll from Empire State Youth Orchestra, Inc. The attached memorandum from Paul Romano, Director of Real Property Tax Service Agency, provides the necessary detail to approve this request as the applicant is entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

The Department of Finance recommends that this item be presented to the County Legislature for its consideration.

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



Memo

TO: Jaclyn L. Falotico, Commissioner of Finance

FROM: Paul G. Romano, Director
 Real Property Tax Service Agency *PK*

DATE: January 17, 2023

SUBJECT: Applications for Corrected Tax Roll (2)
 (Town of Glenville)

The Real Property Tax Service Agency has two (2) applications requiring legislative approval for correction to the 2023 Town and County General Tax Bills from the Town of Glenville. The applicants named below are entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

<u>TOWN</u>	<u>OWNER S/B/L</u>	<u>REASON</u>	<u>AMOUNT OF TAXES BILLED</u>	<u>AMOUNT OF TAXES DUE</u>
Glenville	Empire State Youth Orchestra, Inc. 29.16-2-50.111	Unlawful Entry	\$ 35,299.75 Amount to <u>Cancel</u> = \$35,299.75	\$ 0.00
	(Property was transferred from one wholly exempt entity to another. Exemption should have remained on parcel.)			
	Empire State Youth Orchestra, Inc. 29.67-1-1	Unlawful Entry	\$ 3,682.98 Amount to <u>Cancel</u> = \$3,682.98	\$ 0.00
	(Property was transferred from one wholly exempt entity to another. Exemption should have remained on parcel.)			



Application for Corrected Tax Roll

RP-554
(12/17)

Part 1 - General Information: To be completed in duplicate by the applicant.

Names of owners Empire State Youth Orchestra		JAN 2023	
Mailing address of owners (number and street or PO box) 432 State Street		Location of property (street address) Mac Arthur Drive	
City, village, or post office Schenectady	State NY	ZIP code 12305	City, town, or village Glenville
Daytime contact number	Evening contact number	REAL PROPERTY TAX SERVICE ZIP code NY 12302	
Account number (as appears on tax bill) 010208		Tax map number of section/lot/dot: Property identification (see tax bill or assessment roll) 422289 28.16-2-80.11	
Reasons for requesting a correction to tax roll: RPTL 560, Subdivision 7(Unlawful Entry). Tax exempt property transferred ownership to tax exempt organization who would have otherwise qualified, however, property transferred after March 1(March 4th) and new owner did not timely file 420 tax exemption application. Consequently, the property was placed on Roll Section 1. Owners have since filed and are tax exempt(RS 8) for 2023.		Amount of taxes currently billed 35,299.75	

I hereby request a correction of tax levied by Schenectady County for the year(s) 2023
(County, city, village, etc.)

Signature of applicant <i>William S. Suter, Assessor</i>	Date 01-06-2023
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Part 2 - To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls. If a Directed reinstatement, see instructions.

Date application received 1/6/23	Period of warrant for collection of taxes 1/1/23
Last day for collection of taxes without interest 1/31/23	Recommendation Approve application <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official <i>[Signature]</i>	Date 1/17/23

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of _____ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Unlawful Entry Sec. 550(7)(c), RPTL

Part 3 - For use by the tax levying body or official designated by resolution _____ : (insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error Error in essential fact Unlawful Entry Directed reinstatement

Amount of taxes currently billed 35,299.75	Corrected tax 0.00
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): _____ _____	
Signature of chief executive officer, or official designated by resolution	Date

Collection: Town & County 2023

Fiscal Year Start: 1/1/2023

Fiscal Year End: 12/31/2023

Warrant Date: 1/1/2023

Total Tax Due (minus penalties & interest)

\$35,299.75

\$35,299.75

Pay Full

Tax Bill #
010208

SWIS
422289

Tax Map #
29.16-2-50.111

Status
Unpaid

Address
Mac Arthur Dr

Municipality
Town of Glenville

School
Scotia Glenville

Owners

Empire State Youth Orchestra
432 State St
Schenectady, NY 12305

Property Information

Roll Section: *18*
Property Class: School
Lot Size: 5.70

Assessment Information

Full Market Value: 949333.00
Total Assessed Value: 712000.00
Uniform %: 75.00

Wholly Exempt

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
County	15462383	0.8000	712000.000	7.33623600	\$5,223.40
County-Elections	415159	2.5000	712000.000	0.19655900	\$139.95
Town General	2354166	3.0000	712000.000	1.11458900	\$793.59
Town Outside	3082045	3.5000	712000.000	1.77857400	\$1,266.34
Highway	2070507	4.0000	712000.000	1.19484000	\$850.73
School Levy	0	0.0000	0.000	0.00000000	\$18,207.22
Exemption levy	0	0.0000	0.000	0.00000000	\$6,938.87
Fire dist 5 and 9	706682	2.0000	712000.000	2.63996200	\$1,879.65
Water district 3	0	0.0000	0.000	0.02247300	\$0.00

Total Taxes: *\$35,299.75*

FULL PAYMENT OPTION

From:	To:	Tax Amount	Penalty	Notice Fee	Total Due
Jan 01	Jan 31, 2023	\$35,299.75	\$0.00	\$0.00	\$35,299.75
Feb 01	Feb 28, 2023	\$35,299.75	\$441.25	\$0.00	\$35,741.00
Mar 01	Mar 31, 2023	\$35,299.75	\$882.49	\$0.00	\$36,182.24
Apr 01	May 01, 2023	\$35,299.75	\$1,323.74	\$0.00	\$36,623.49

Estimated State Aid - Type

County	Town	Amount
		\$3738139.00
		1266263.00

Mail Payments To:

Janet Davignon
Receiver of Taxes
18 Glenridge Rd. Glenville, NY 12302 (518)688-1200 option 6



Application for Corrected Tax Roll

RP-554
(12/17)

RECEIVED

JAN 2023

Part 1 – General Information: To be completed in duplicate by the applicant.

Names of owners Empire State Youth Orchestra		Location of property (street address) Off Henry St/Mac Arthur Drive	
Mailing address of owners (number and street or PO box) 432 State Street		City, town, or village Scotie	
City, village, or post office Schenectady	State NY	ZIP code 12305	State NY
Daytime contact number	Evening contact number	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 422201 28.67-1-1	
Account number (as appears on tax bill) 000245		Amount of taxes currently billed 3,682.98	
Reasons for requesting a correction to tax roll: RPTL 560, Subdivision 7(Unlawful Entry). Tax exempt property transferred ownership to tax exempt organization who would have otherwise qualified, however, property transferred after March 1(March 4th) and new owner did not timely file 420 tax exemption application. Consequently, the property was placed on Roll Section 1. Owners have since filed and are tax exempt(RS 8) for 2023.			

I hereby request a correction of tax levied by Schenectady County for the year(s) 2023
(County, city, village, etc.)

Signature of Applicant <i>William S. Ginter, Assessor</i>	Date 01-06-2023
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Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls. If a Directed reinstatement, see instructions.

Date application received 1/6/23	Period of warrant for collection of taxes 1/1/23
Last day for collection of taxes without interest 1/31/23	Recommendation Approve application <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official <i>[Signature]</i>	Date 1/17/23

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of _____ who must consider the attached report and recommendation as equivalent of petitions filed under section 553. *Unlawful Entry Sec. 550(2)(a), PPL*

Part 3 – For use by the tax levying body or official designated by resolution _____ : (insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error Error in essential fact Unlawful Entry Directed reinstatement

Amount of taxes currently billed 3,682.98	Corrected tax 0.00
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): _____ _____	
Signature of chief executive officer, or official designated by resolution	Date

Collection: Town & County 2023

Fiscal Year Start: 1/1/2023

Fiscal Year End: 12/31/2023

Warrant Date: 1/1/2023

Total Tax Due (minus penalties & interest) \$3,682.98

\$3,682.98

Pay Full

Tax Bill # 000245	SWIS 422201	Tax Map # 29.67-1-1	Status Unpaid
Address Off Henry St/MacArthur Dr	Municipality Town of Glenville	School Scotia Glenville	

Owners Empire State Youth Orchestra 432 State St Schenectady, NY 12305	Property Information Roll Section: 1-9 Property Class: Com vac w/im Lot Size: 2.89	Assessment Information Full Market Value: 118267.00 Total Assessed Value: 88700.00 Uniform %: 75.00
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Wholly Exempt

Description	Tax Levy	Percent Change	Taxable Value	Rate	Tax Amount
County	15462383	0.8000	88700.000	7.33623600	\$650.72
County-Elections	415159	2.9000	88700.000	0.19635900	\$17.43
Town General	2354166	3.0000	88700.000	1.11458900	\$98.86
School Relevy	0	0.0000	0.000	0.00000000	\$2,268.23
Exemption relevy	0	0.0000	0.000	0.00000000	\$647.74
Total Taxes:					\$3,682.98

FULL PAYMENT OPTION

From:	To:	Tax Amount	Penalty	Notice Fee	Total Due
Jan 01	Jan 31, 2023	\$3,682.98	\$0.00	\$0.00	\$3,682.98
Feb 01	Feb 28, 2023	\$3,682.98	\$46.04	\$0.00	\$3,729.02
Mar 01	Mar 31, 2023	\$3,682.98	\$92.07	\$0.00	\$3,775.05
Apr 01	May 01, 2023	\$3,682.98	\$138.11	\$0.00	\$3,821.09

Estimated State Aid - Type	Amount
County	53738139.00
Town	1266263.00

Mail Payments To:
Janet Davignon
Receiver of Taxes
18 Glenridge Rd. Glenville, NY 12302 (518)688-1200 option 6