



# 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 – 6<sup>th</sup> Floor  
Schenectady, New York 12305  
Tel: (518) 388-4280 Fax: (518) 388-4591  
Website: [www.schenectadycounty.com](http://www.schenectadycounty.com)

**APRIL 3, 2023**  
**COMMITTEE MEETING SCHEDULE**

DATE: 31 March 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall; Clerk of the Legislature  
SUBJECT: Committee Meetings  
Monday, April 3, 2023  
620 State Street  
Legislative Chambers  
Sixth Floor – 7:00 PM

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7:00 P.M.	Committee on Codes, Judiciary & Consumer Affairs Legislator Frisoni, Chair	page 1
Followed by:	Committee on Economic Development & Planning Legislator Hughes, Chair	page 64
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Followed by:	Committee on Health, Housing & Human Services Legislator Ostrelich, Chair	page 186
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Followed by:	Committee on Public Safety & Firefighting Legislator Constantine, Chair	page 305
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 311



# 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: March 31, 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, April 3, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
CJCA	3 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUPPORT OF CERTAIN CRIMINAL INVESTIGATIVE INITIATIVES	Legislator Frisoni	
CJCA	4 A RESOLUTION ESTABLISHING THE RATES OF COMPENSATION FOR ELECTION WORKERS EMPLOYED BY THE SCHENECTADY COUNTY BOARD OF ELECTIONS	Legislator Frisoni	
CJCA	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES FOR THE FUNDING OF INDIGENT LEGAL DEFENSE SERVICES	Legislator Frisoni	



<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
CJCA	6 A RESOLUTION TO CREATE CERTAIN POSITIONS AT THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY	Legislator Frisoni	

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**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Codes, Judiciary and Consumer Affairs  
**Dual Reference:** Ways and Means  
**Initiative:** CJCA 3

**Title of Proposed Resolution:**

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUPPORT OF CERTAIN CRIMINAL INVESTIGATIVE INITIATIVES

**Purpose and General Idea:**

Provides Authorization to Accept Funding from the NYS Division of Criminal Justice Service for the Non-Fatal Shooting Initiative.

**Summary of Specific Provisions:**

Authorization to accept \$65,840.00 from the NYS Division of Criminal Justice Service for the Non-Fatal Shooting Initiative to hire a DA Investigator to be assigned to the non-fatal shooting task force. This grant has a term of March 1, 2023, to June 30, 2023.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding awarded to the District Attorney's Office from the NYS Division of Criminal Justice Services for the Non-Fatal Shooting Initiative.

Increase Appropriation Code By:

A511165.111	Personnel Services – Confidential Investigator	\$63,597
A589068.80080	Fringe Benefits	\$ 2,243

Establish and Increase Revenue Code By:

A31165.303004	Non-Fatal Shooting Initiative	\$65,840
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Robert Carney, District Attorney stated that this grant will be used to fund a Schenectady Police Department Investigator and Crime Analyst that will join the task force supervised by a Schenectady Police Lieutenant to investigate all non-fatal shootings. Having personnel dedicated to non-fatal shooting cases will increase the solve rate allowing the department to focus more on developing and following up on leads as they pertain to these cases. The State has agreed to continue funding this position for a total of three years beginning July 1, 2023

**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

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**To:** Honorable Chairperson and Members of the Legislature

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

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Robert M. Carney, District Attorney  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**RE:** Authorization to Accept NYS Division of Criminal Justice Services for the Non-Fatal Shooting Initiative and to Create a Position in the District Attorney's Office

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Attached is a memorandum from Robert Carney, District Attorney, requesting authorization to accept \$65,840, from the NYS Division of Criminal Justice Services. This grant, which has a term of March 1, 2023, to June 30, 2023, will be used to fund a Schenectady Police Department Investigator and a Crime Analyst. They will join a task force supervised by a Schenectady Police Lieutenant to investigate all non-fatal shootings.

As Mr. Carney indicates, having personnel dedicated to non-fatal shooting cases will increase the solve rate because they can focus on developing and following up on leads as they pertain to these cases. To this end, Mr. Carney is also requesting authorization to create the position of Confidential Investigator (CSEA Grade 14). This position will be funded in the future by NYS which will add it to the County's annual Gun Involved Violence Elimination grant.

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 M. Carney, District Attorney

DATE: March 28, 2023

SUBJECT: Acceptance of Grant for Non-Fatal Shootings

\*\*\*\*\*

I submit this memorandum to ask you to amend the DA operating budget to accept a grant from the Division of Criminal Justice Services in the amount of \$65,840 to hire a DA Investigator to be assigned to a Schenectady Police Department task force to investigate non-fatal shootings. The award represents our portion of a grant application submitted by the Schenectady Police Department that will fund a Schenectady Police Department Investigator and a Crime Analyst in addition to this DA Investigator. It will fund a county position from March 1, 2023 to June 30, 2023. The State has agreed to continue funding this position beginning on July 1, 2023, for a total of three years, adding this funding to our annual GIVE (Gun Involved Violence Elimination) grant which runs from July 1 to June 30 every year.

These funded positions will form a task force supervised by a Schenectady Police Lieutenant to investigate all non-fatal shootings. Often those crimes are not solved because victims tend to be uncooperative, and overworked detectives move on to other more easily solvable cases. At the same time our investigators assigned to the county surveillance camera system often develop leads such as images of the shooter or witnesses, or license plates of suspect vehicles, and those leads are not followed up on. Having personnel dedicated only to these cases who will follow up on video leads, obtain cell phone data, search social media, and listen to jail phone calls among other potentially productive investigative techniques will dramatically increase the solve rate. Close cooperation with our office and use of Grand Jury subpoenas to further investigations will also enhance solvability. By doing a better job of identifying and arresting people who use guns, we remove dangerous people and their weapons from our community and save lives.

We are planning to assign one of our existing DA Investigators to this task force so they can start immediately. We plan to backfill his position with a new hire.

Acceptance of this grant will not increase costs to county taxpayers. Thank you for your consideration of this matter.



**Division of Criminal  
Justice Services**

**KATHY HOCHUL**  
Governor

**ROSSANA ROSADO**  
Commissioner

**YVONNE TURNER**  
Director of Funding

**Grant Award Notice**

<b>Grantee/Contractor:</b> Schenectady County District Attorney	<b>Date:</b> 3/16/2023
<b>Program Name:</b> Non-Fatal Shooting Initiative	<b>Award Amount:</b> \$65,840 <sup>1</sup>
<b>Signatory Name and Title:</b> Rory Fluman, County Manager	<b>Term Dates:</b> 03/01/2023 – 06/30/2023
<b>Email:</b> countymanager.contracts@schenectadycounty.com	<b>Contract Number:</b> C484928
<b>SFS Vendor ID No.:</b> 1000002365	
This funding is provided to ensure the comprehensive investigation of all non-fatal bullet-to-body shooting cases, with particular focus on circumstances where victims are uncooperative, and to support the "evidence-based" prosecution mindset that is often used in domestic violence cases.	
<b>Grant Questions</b>	
<b>Robert Frost</b> Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-485-2979 Email: Robert.Frost@dcjs.ny.gov	<b>Lindsey Levandoski</b> Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-485-7684 Email: Lindsey.Levandoski@dcjs.ny.gov

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

cc:

<sup>1</sup> The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 29, 2023

**SUBJECT:** Budget Amendment – NYS Division of Criminal Justice Services  
Non-Fatal Shooting Initiative - Schenectady County District Attorney's Office

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The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding awarded to the District Attorney's Office from the NYS Division of Criminal Justice Services for the Non-Fatal Shooting Initiative.

Increase Appropriation Code By:

A511165.111	Personnel Services – Confidential Investigator	<u>\$63,597</u>
A589068.80080	Fringe Benefits	<u>\$2,243</u>

Establish and Increase Revenue Code By:

A31165.303004	Non-Fatal Shooting Initiative	<u>\$65,840</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:** March 29, 2023  
**Re:** Creation of Position in the District Attorney's Office

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The Schenectady County District Attorney has requested the creation of a Confidential Investigator position in the District Attorney's Office.

I recommend the creation of the position Confidential Investigator at a CSEA Grade 14.

All necessary action to be taken by the Civil Service Commission at their April 18, 2023 meeting.

Thank you.



**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Codes, Judiciary and Consumer Affairs  
**Dual Reference:** Ways and Means  
**Initiative:** CJCA 4

**Title of Proposed Resolution:**

A RESOLUTION ESTABLISHING THE RATES OF COMPENSATION FOR ELECTION WORKERS EMPLOYED BY THE SCHENECTADY COUNTY BOARD OF ELECTIONS

**Purpose and General Idea:**

Provides Authorization for the Annual Ratification of Election Workers' Compensation.

**Summary of Specific Provisions:**

This initiative would adopt the 2023 Election Worker Compensation duly adopted by the Schenectady County Board of Elections.

**Effects Upon Present Law:**

None.

**Justification:**

Amy Hild and Darlene Harris, Schenectady County Board of Elections Commissioners, indicated that the rates are comparable to those of neighboring counties and ensure that compensation is above minimum wage and have asked the Legislature to approve the Election Worker Compensation plan pursuant to Section 3-302 (6) and 3-420 (1) of the Election Law.

**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  
Darlene Harris and Amy Hild, Board of Elections Commissioners  
Jaelyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**RE:** Annual Ratification of Election Worker Compensation

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Attached is a memorandum from Amy Hild and Darlene Harris, Schenectady County Board of Elections Commissioners, requesting approval of the 2023 election workers compensation plan adopted by the Schenectady County Board of Elections pursuant to Section 3-302 (6) and 3-420 (1) of the New York State Election Law.

The Commissioners indicate that the rates are comparable to those of neighboring counties and ensure that compensation is above minimum wage.

I recommend your approval.



COUNTY OF SCHENECTADY - CONDADO DE SCHENECTADY

**Office of the Board of Elections**  
**Oficina de la Junta Electoral**

2696 Hamburg Street, Schenectady, New York 12303

Tel./Llame: 518- 377-2469 ~ Fax/Fax: 518-377-2716

[www.voteschenectady.com](http://www.voteschenectady.com)

Amy M. Hild  
Darlene Harris  
Commissioners  
Comisarias Electorales

Laura A. Fronk  
Loretta L. Rigney  
Deputy Commissioners  
Vice Comisarias Electorales

**TO:** Hon. Geoffrey T. Hall, Clerk of the Legislature

**FROM:** Amy M. Hild & Darlene Harris, Commissioners

**CC:** Rory Fluman, Christopher Gardner, Jaclyn Falotico

**DATE:** March 29, 2023

**RE:** Annual Ratification of Election Worker Compensation

.....

We ask the Legislature to approve our compensation plan pursuant to Sections 3-302 (6) and 3-420 (1) of the Election Law.

Please find attached the Certification of Election Worker Compensation duly adopted by the Schenectady County Board of Elections.

There are no increases in compensation levels for existing rates. This compensation plan is fully supported by our existing 2023 Operating Budget as adopted but may require amendment if Early Voting dates, hours, and/or location requirements are changed.

Election Dates for 2023 are as follows:

Primary Election – June 27, 2023 (Early Voting - June 17 – 25, 2023)

General Election – November 7, 2023 (Early Voting - October 28 – November 5, 2023)

Thank you for your consideration.

**SCHENECTADY COUNTY BOARD OF ELECTIONS**  
 2696 Hamburg Street, Suite 1 Schenectady, NY 12303

**Certification of Election Worker Compensation  
 For the 2023 Political Calendar**

<b>Election Day Workers</b>	<b>General, Primary Election Days (6:00 am – 9:00 pm 5:00 am to 9:45 pm)</b>	<b>Annual Training Class</b>	<b>Early Voting &amp; Village of Delanson Election (up to 10 hrs)</b>
<b>Inspectors</b>	\$250	\$40	\$130
<b>Chairperson/ Voting Systems Specialists</b>	\$270	\$40	\$150
<b>Spanish Translators</b>	\$50 added to titled position	NA	\$30 added to titled position
<b>Election Day Alternates/ Bag Helpers</b>	\$50 5:30 am - 7:30 am/ 9:00 pm -- 11:00 pm	NA	NA

<b>Other Election Worker Rates</b>	
Technicians/ Translation Services/ Election Night Specialists	\$23.00/ hr
Miscellaneous Labor & Other Mandatory Training	\$15.00/ hr

**Times provided are approximate.**

**Dated: March 21, 2023**

*Amy M. Hild*

*Darlene Harris*

\_\_\_\_\_  
 Amy M. Hild, Commissioner

\_\_\_\_\_  
 Darlene Harris, Commissioner

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Codes, Judiciary and Consumer Affairs  
**Dual Reference:** Ways and Means  
**Initiative:** CJCA 5

**Title of Proposed Resolution:**

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES FOR THE FUNDING OF INDIGENT LEGAL DEFENSE SERVICES

**Purpose and General Idea:**

Provides Authorization to Enter into a Multi-Year Agreement with the NYS Office of Indigent Legal Services for Distribution #13

**Summary of Specific Provisions:**

Authorization to accept funding in the amount of \$463,266.00 from the NYS Office of Indigent Legal Services. This is a three-year program that will run from January 1, 2023, through 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 Distribution #13.

Establish and Increase Revenue Code By:

A31170.308927	Indigent Defense – Distribution 13 – Public Defender	\$64,171
A31173.308927	Indigent Defense – Distribution 13 – Conflict Defender	\$90,252

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

**Justification:**

These funds have been awarded to the Schenectady County Public Defenders office and the Schenectady County Conflicts Defenders office to support the County's Indigent defense services.

**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

**Date:** March 31, 2023

**RE:** Authorization to Enter into a Multi-Year Agreement with the NYS Office of Indigent Legal Services for Distribution #13

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The New York State Office of Indigent Legal Services has awarded Schenectady County \$463,266.00 in funding to support the County's indigent defense services through the Public Defender's Office and the Conflict Defender's Office.

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

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

I recommend your approval.

County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 27, 2023

**SUBJECT:** Budget Amendment – NYS Office of Indigent Legal Services –  
Distribution #13

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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 Distribution #13.

Establish and Increase Revenue Code By:

A31170.308927	Indigent Defense – Distribution 13 – Public Defender	<u>\$64,171</u>
A31173.308927	Indigent Defense – Distribution 13 – Conflict Defender	<u>\$90,252</u>

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

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

<p><b>STATE AGENCY (Name &amp; Address):</b></p> <p><b>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</b></p>	<p><b>BUSINESS UNIT/DEPT. ID: OLS01 1350200</b></p> <p><b>CONTRACT NUMBER: C130041</b></p> <p><b>CONTRACT TYPE:</b></p> <p><input checked="" type="checkbox"/> <b>Multi-Year Agreement</b>  <input type="checkbox"/> <b>Simplified Renewal Agreement</b>  <input type="checkbox"/> <b>Fixed Term Agreement</b></p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p><b>Schenectady, County of</b></p>	<p><b>TRANSACTION TYPE:</b></p> <p><input checked="" type="checkbox"/> <b>New</b>  <input type="checkbox"/> <b>Renewal</b>  <input type="checkbox"/> <b>Amendment</b></p>
<p><b>CONTRACTOR DOS INCORPORATED NAME:</b></p>	<p><b>PROJECT NAME:</b></p> <p><b>Distribution #13</b></p>
<p><b>CONTRACTOR IDENTIFICATION NUMBERS:</b></p> <p><b>NYS Vendor ID Number: 1000002365 Federal Tax ID Number: 14-6002431 DUNS Number (if applicable):</b></p>	<p><b>AGENCY IDENTIFIER:</b></p> <p><b>CFDA NUMBER (Federally funded grants only):</b></p>
<p><b>CONTRACTOR PRIMARY MAILING ADDRESS:</b></p> <p><b>County of Schenectady Office of the County Manager 620 State Street Schenectady, NY 12305</b></p> <p><b>CONTRACTOR PAYMENT ADDRESS:</b></p> <p><input checked="" type="checkbox"/> <b>Check if same as primary mailing address</b></p> <p><b>CONTRACTOR MAILING ADDRESS:</b></p> <p><input checked="" type="checkbox"/> <b>Check if same as primary mailing address</b></p>	<p><b>CONTRACTOR STATUS:</b></p> <p><input type="checkbox"/> <b>For Profit</b>  <input checked="" type="checkbox"/> <b>Municipality, Code: 420100000000</b>  <input type="checkbox"/> <b>Tribal Nation</b>  <input type="checkbox"/> <b>Individual</b>  <input type="checkbox"/> <b>Not-for-Profit</b></p> <p><b>Charities Registration Number:</b></p> <p><b>Exemption Status/Code:</b></p> <p><input type="checkbox"/> <b>Sectarian Entity</b></p>



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

<p><b>CURRENT CONTRACT TERM:</b>  <b>From: January 1, 2023</b>  <b>To: December 31, 2025</b></p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p><b>AMENDED TERM:</b>  <b>From:                    To:</b></p> <p><b>AMENDED PERIOD:</b>  <b>From:                    To:</b></p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p><b>CURRENT: \$463,266.00</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S):</b></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:

Contract Number: C130041

Page 2 of 2

Master Grant Contract, Face Page

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

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_

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: C130041

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-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, 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

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<sup>1</sup> 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).

<sup>2</sup> 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.<sup>3</sup>

**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

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<sup>3</sup> 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.

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:<sup>4</sup> 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:<sup>5</sup> 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:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

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<sup>4</sup> 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.

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

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

<sup>7</sup> 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:**<sup>8</sup> 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:**

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<sup>8</sup> 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:**<sup>9</sup> 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

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<sup>9</sup> 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**  
**DISTRIBUTION #13**

**I. Notices**

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

Notification to the Office of Indigent Legal Services (ILS):

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, 6<sup>th</sup> Floor  
Schenectady, NY 12305  
(518) 388-4355  
[Rory.Fluman@schenectadycounty.com](mailto: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 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 funds, such funds actually provided by ILS shall be returned to ILS by County.



**ATTACHMENT B-1**

**BUDGET**

**Office of Indigent Legal Services  
DISTRIBUTION #13  
January 1, 2023 - December 31, 2025**

**COUNTY OF SCHENECTADY**

**Total Contract Amount: \$463,266.00**

<b>Budget Expenditure Item</b>	<b>Year 1 1/1/23 - 12/31/23</b>	<b>Year 2 1/1/24 - 12/31/24</b>	<b>Year 3 1/1/25 - 12/31/25</b>
<b>PUBLIC DEFENDER'S OFFICE</b>			
<b>Personnel:</b>			
(2) Public Defender Attorneys - Salary Upgrades	\$11,375.00	\$11,375.00	\$11,375.00
(FT) Deputy Chief Assistant Public Defender - Drug Treatment Court	\$29,678.00	\$29,678.00	\$29,678.00
Fringe Benefits for above positions	\$21,118.00	\$21,118.00	\$21,118.00
<b>Subtotal Personnel</b>	<b>\$62,171.00</b>	<b>\$62,171.00</b>	<b>\$62,171.00</b>
<b>OTPS:</b>			
CLE Trainings/Other Trainings/Meetings	\$2,000.00	\$2,000.00	\$2,000.00
<b>Subtotal OTPS</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>
<b>PUBLIC DEFENDER SUBTOTAL</b>	<b>\$64,171.00</b>	<b>\$64,171.00</b>	<b>\$64,171.00</b>
<b>CONFLICT DEFENDER'S OFFICE</b>			
<b>CONFLICT DEFENDER</b>			
<b>Personnel:</b>			
(2) Conflict Defender Attorneys - Salary Upgrades	\$22,223.00	\$22,223.00	\$22,223.00
Legal Clerk - Salary	\$41,906.00	\$41,906.00	\$41,906.00
Fringe Benefits for above positions	\$25,123.00	\$25,123.00	\$25,120.00
<b>Subtotal Personnel</b>	<b>\$89,252.00</b>	<b>\$89,252.00</b>	<b>\$89,249.00</b>
<b>OTPS:</b>			
CLE Trainings/Other Trainings/Meetings	\$1,000.00	\$1,000.00	\$1,000.00
<b>Subtotal OTPS</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>
<b>CONFLICT DEFENDER SUBTOTAL</b>	<b>\$90,252.00</b>	<b>\$90,252.00</b>	<b>\$90,249.00</b>
<b>TOTAL</b>	<b>\$154,423.00</b>	<b>\$154,423.00</b>	<b>\$154,420.00</b>
<b>THREE-YEAR TOTAL</b>	<b>\$463,266.00</b>		



**ATTACHMENT C**  
**WORK PLAN**  
**OFFICE OF INDIGENT LEGAL SERVICES**  
**DISTRIBUTION #13**  
**JANUARY 1, 2023 – DECEMBER 31, 2025**  
**COUNTY OF SCHENECTADY**

**Goal:** To improve the quality of services provided under Article 18-B of the County Law.

**Public Defender's Office**

**Task #1**

Provide continued funding for increased salaries and associated fringe of upgrading two Sr. Assistant Public Defender positions to a Deputy Chief Assistant Public Defender and a Senior Deputy Chief Assistant Public Defender to promote retention of experienced attorneys who deliver quality representation.

**Performance Measure:**

- Greater ability to retain skilled attorneys
- Maintain a competitive work environment with ability to attract and retain qualified staff

**Program Location:**

- Office of the Public Defender, Schenectady County

**Task #2**

Provide continued funding for a portion of the salary and fringe benefits for a dedicated Deputy Chief Assistant Public Defender attorney position to be assigned to Drug Treatment Court and to work with clients with substance abuse and/or mental health needs and conduct behavioral health screenings for clients. This position will be upgraded from Senior Assistant Public Defender to Deputy Chief Assistant Public Defender during the term of this contract.

**Performance Measure:**

- Number of individuals who received legal representation because of a dedicated attorney assigned to this position
- Impact on overall attorney caseloads in the Office of the Public Defender

**Program Location:**

- Office of the Public Defender, Schenectady County

**Task #3**

Provide Continuing Legal Education (CLE) Trainings and other professional trainings/seminars for the Public Defender's Office for attorneys and staff in subject areas related to the provision of indigent legal services under Article 18-B of the County Law. Costs include registration fees and associated travel.

**Performance Measure:**

- Number of attorneys who attended CLE and training courses in subject areas related to the provision of Article 18-B services
- Impact on case outcomes because of ongoing professional development

**Program Location:**

- Office of the Public Defender, Schenectady County

## **Conflict Defender's Office**

**Task #4**

Provide continued funding to enhance the salaries and associated fringe for two attorneys in the Conflict Defender's Office, an Assistant Conflict Defender and a Deputy Assistant Conflict Defender, to promote the retention of experienced attorneys who deliver quality representation.

**Performance Measure:**

- Greater ability to retain skilled attorneys
- Maintain a competitive work environment with ability to attract and retain qualified staff

**Program Location:**

- Office of the Conflict Defender, Schenectady County

**Task #5**

Provide continued funding for the salary and fringe benefits of a full-time Legal Clerk position to provide support services to the attorneys to relieve current attorney workloads.

**Performance Measure:**

- Streamlined office processes that increase efficiency in workload and caseload management
- Relieve current case load management in the Conflict Defender's Office

**Program Location:**

- Office of the Conflict Defender, Schenectady County

**Task #6**

Provide Continuing Legal Education (CLE) Trainings and other professional trainings/seminars for the Conflict Defender's Office for attorneys and staff in subject areas related to the provision of indigent legal services under Article 18-B of the County Law. Costs include registration fees and associated travel.

**Performance Measure:**

- Number of attorneys who attended CLE and training courses in subject areas related to the provision of Article 18-B services
- Impact on case outcomes because of ongoing training

**Program Location:**

- Office of the Conflict Defender, Schenectady County

**ATTACHMENT D**

**PAYMENT AND REPORTING SCHEDULE**

**DISTRIBUTION #13 GRANT**

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

Period: <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>
4. Recoupment of any advance payment(s) or initial payment(s) (3) 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.

**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

**Monthly Reimbursement**

Due Date: \_\_\_\_\_

**Biannual Reimbursement**

Due Date: \_\_\_\_\_

**Fee for Service Reimbursement**

Due Date: \_\_\_\_\_

**Rate Based Reimbursement**

Due Date: \_\_\_\_\_

**Fifth Quarter Reimbursement**

Due Date: \_\_\_\_\_

**Milestone/Performance Reimbursement**

Due Date/Frequency: \_\_\_\_\_

**Scheduled Reimbursement**

Due Date/Frequency: \_\_\_\_\_

**Interim Reimbursement as Requested by Contractor** \_\_\_\_\_

**II. REPORTING PROVISIONS**

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

**Narrative/Qualitative Report**

The Contractor will submit, on a quarterly basis, not later than \_\_\_\_\_ 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.

**Consolidated Fiscal Report (CFR)<sup>1</sup>**

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.

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<sup>1</sup> 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:** 3/31/2023  
**Reference:** Codes, Judiciary and Consumer Affairs  
**Dual Reference:** Ways and Means  
**Initiative:** CJCA 6

**Title of Proposed Resolution:**

A RESOLUTION TO CREATE CERTAIN POSITIONS AT THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY

**Purpose and General Idea:**

Provides Authorization to Create Positions within the Child Advocacy Center

**Summary of Specific Provisions:**

Authorizes the creation of the positions of Licensed Mental Health Clinical Therapist (JC-8) and Confidential Investigator (CSEA Grade 14) for the Child Advocacy Center (CAC).

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate various changes in the Schenectady County District Attorney's Office's Child Advocacy Center.

Establish and Increase Appropriation Code By:

A511165.111	Personnel Services – Mental Health Clinical Therapist	\$50,520
A511165.111	Personnel Services – Confidential Investigator	\$45,252

Reduce Appropriation Code By:

A541165.415367	Crime Victims/Witness Assistance Program	\$80,693
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

The current needs of the CAC and its clients necessitate a higher level of service. These positions would allow the CAC to reach more children and would be more efficient.

**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 M. Carney, District Attorney  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** March 31, 2023

**RE:** Authorization to Create Positions within the Child Advocacy Center

---

Attached is a memorandum from Robert Carney, District Attorney, requesting authorization to create the positions of Licensed Mental Health Clinical Therapist (JC-8) and Confidential Investigator (CSEA Grade 14) for the Child Advocacy Center (CAC). While the CAC currently utilizes funding from the NYS Office of Victim Services to contract out these services, the needs of the CAC and its clients necessitate a higher level of service.

A dedicated Licensed Mental Health Clinical Therapist would be able to dedicate their entire time to providing mental health services to children, developing CAC outreach and education programs, and assisting the CAC in meeting its program goals. A dedicated professional would allow the CAC to reach more children than a contractor who must balance the CAC's needs with that of their own agency.

A full-time Confidential Investigator would be able to conduct more forensic interviews than an independent contractor operating on a per diem basis. The CAC being able to conduct more forensic interviews could, as Mr. Carney indicates, increase funding from the Office of Children and Family Services.

Mr. Carney would seek to amend the NYS Office of Victim Services grant to allow for the existing contractual funding to pay for most of these two positions.

# 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

---

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 M. Carney, District Attorney

DATE: March 29, 2023

SUBJECT: Changes to District Attorney Budget for the  
Child Advocacy Center

\*\*\*\*\*

Our Child Advocacy Center continues to grow and improve services to abused and neglected children under the leadership of Susan Casey, our Director. This past January we were notified that we are fully accredited by the National Children's Alliance. Accreditation is the highest level of membership with the National Children's Alliance and denotes full compliance with 10 national standards of excellence including a fully functioning multi-disciplinary team, a child friendly facility providing forensic interviews, forensic medical exams, family advocacy and therapy services free of charge, and cultural competency and diversity.

Our Child Advocacy Center is operated with funds from two separate grants from New York State, one from the Office of Victim Services and one from the Office of Children and Family Services. These grants substantially underwrite the costs of the facility. The OVS grant funds two contractual non-employee positions at the CAC: a contract with the YWCA to provide \$61,900 to provide mental health clinical services and \$56,000 to pay for our forensic interviewer who works now on a per diem basis. At the request of the CAC Director Susan Casey, we are proposing the conversion of both of these positions from contractual to employment.

**Hiring a Licensed Mental Health Clinician**

For the last five years we have provided mental health services to children at the CAC through a contractual relationship, first with Northern Rivers, then for the last three years with the YWCA. Four different clinicians have worked there. None had experience working with this vulnerable population. All have required us to use

grant funds to pay for their supervision because they were minimally qualified. While the YWCA provides excellent services to women and families dealing with domestic violence, the mission of the CAC is different. YWCA events, staff trainings and outreach programs interfere with the business hours at the CAC, pulling the clinician from related duties, limiting time spent on CAC client contact, and compromising CAC program goals.

Statistics from last year's grant cycle (October 1, 2021 – September 30, 2022) illustrate the disparity in actual number of cases where mental health services were provided, compared to the number of potential multi-disciplinary team qualified cases. In that grant cycle 172 children presented to the CAC for interviews and services. Of those, only 10 made it to the clinician's case load. For the first quarter of this grant cycle (October 1, 2022 – December 31, 2022) the YWCA provided us with a new clinician still in graduate school. 61 children presented to the CAC during this quarter and only 6 children made it to the clinician's caseload, and 2 of them were carry-overs from the previous clinician's caseload.

The CAC is on pace to conduct more than 250 forensic interviews of children this year. The clinician's time that is now not spent with clients or on client-related administrative duties due to competing contract agency obligations could be spent on increasing counseling caseload and developing CAC outreach and education programs to further the mission of the CAC and comply with national accreditation standards. A full-time, fully licensed mental health professional whose sole focus is on CAC program goals will support the growth of the colocation mental health services piece of the multidisciplinary team/CAC model.

We propose creation of a full time position of a licensed mental health clinical therapist (holding either a New York license as a certified social worker or a mental health counselor). Darin Samaha has advised that such a position should be salaried in the low seventies, so we propose a salary of \$71,000. We have a candidate who meets these qualifications, is interested in the job and whom we know to be an excellent employee from her prior experience as a victim advocate in this office from 2016 to 2017, before she began her clinical work for licensure as a Mental Health Therapist.

There is a small cost to the county as the OVS grant provides us \$61,900 for a position that would pay \$71,000 for a difference of \$9,100 not including fringe benefits. We propose that this be classified as a management position, so there would be no overtime. We need to amend the terms of our OVS grant to seek approval for switching these funds from a contract for services to an employment

relationship but that should not be a problem. Under our contract with the YWCA, either party may opt out with 30 days written notice so we will do that as well.

For the small cost increase that will result from employing a full time, fully licensed mental health professional we expect to dramatically increase the number of children who will be provided mental health services free of cost, to improve the quality of those services, and to insure that we continue to meet all of the best practices and standards of excellence required of a fully accredited CAC.

### Hiring a DA Confidential Investigator to Conduct Forensic Interviews

The OVS grant also provides us \$56,000 to pay an independent contractor on a per diem basis to conduct forensic interviews of children. That contractor, Yoni Moskow, a retired Schenectady Police Detective who was an experienced Youth Aid investigator, is relied upon by both police and CPS caseworkers to conduct interviews of children that meet the best practices to insure consistency and reliability. It is the strong recommendation of Director Casey that we keep him as our forensic interviewer.

The per diem arrangement is however problematic for him because he needs to keep the pension that he earned as a police officer. He formed a corporation for billing purposes but that may not be adequate to protect his pension. These issues might force him to leave his position.

But by converting the position to a confidential investigator for the District Attorney, we are confident that we can obtain a pension waiver as we do with all of our investigators. He would be assigned to work at the CAC, a District Attorney operation of county government, and he would be assigned to all of his current duties which are wholly consistent with the duties of a DA Investigator. His assignment will be specialized in the interview of children who present to the CAC as the victims of crime or otherwise are suspected of being abused or neglected. By making him a full-time employee, he should be able to increase the number of forensic interviews he conducts, which in turn is a favorable metric for an increase in funding for our OCFS grant.

This conversion will also require a small cost. Confidential Investigators for the District Attorney are paid \$63,597. We would amend our OVS grant to convert the \$56,000 for contracted forensic interviewing to pay for a full-time investigator conducting forensic interviews. The increase to our budget will be \$7,597 not including fringes which should not include medical insurance costs or pension payments as he is a retired police officer.

Thank you for your consideration of these requests.



# Memo

**To: Rory Fluman, County Manager**

**From: Joe McQueen, Director of Human Resources**

**Date: March 29, 2023**

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

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The Schenectady County District Attorney has requested the creation of a Confidential Investigator position and the position Licensed Mental Health Clinical Therapist at the Child Advocacy Center.

I recommend the creation of the position Confidential Investigator at a CSEA Grade 14 and the creation of the position Licensed Mental Health Clinical Therapist at a JC 8.

All necessary action to be taken by the Civil Service Commission at their April 18, 2023 meeting.

Thank you.

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

County Finance

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaelyn Falotico, Commissioner of Finance *JF*  
**DATE:** March 30, 2023  
**SUBJECT:** Budget Amendment – Schenectady County District Attorney’s Office –  
Child Advocacy Center

---

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate various changes in the Schenectady County District Attorney’s Office’s Child Advocacy Center.

Establish and Increase Appropriation Code By:

A511165.111	Personnel Services – Mental Health Clinical Therapist	<u>\$50,520</u>
A511165.111	Personnel Services – Confidential Investigator	<u>\$45,252</u>

Reduce Appropriation Code By:

A541165.415367	Crime Victims/Witness Assistance Program	<u>\$80,693</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



# Schenectady County Legislature

Committee on 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: March 31, 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, April 3, 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	3 A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE	Legislator Hughes	
EDP	4 A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE	Legislator Hughes	

Item	Title	Sponsor	Co-Sponsor
EDP	5 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT AND AN EASEMENT AGREEMENT FOR THE CONSTRUCTION OF A GATEWAY MOBILITY HUB IN THE CITY OF SCHENECTADY	Legislator Hughes	
EDP	6 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO PAYMENT IN LIEU OF TAXES AGREEMENTS WITH DEVELOPERS OR OWNERS OF QUALIFYING ALTERNATIVE ENERGY SYSTEMS	Legislator Hughes	
EDP	7 A RESOLUTION CREATING AND ELIMINATING CERTAIN POSITIONS AT THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING	Legislator Hughes	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Economic Development and Planning  
**Dual Reference:** Ways and Means  
**Initiative:** EDP 3

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE

**Purpose and General Idea:**

Provides Authorization to Accept Funding from the NYS Department of Transportation for the Transportation Planning and Environmental Study for the Relocation of Exit 4C from I-890

**Summary of Specific Provisions:**

Authorizes the acceptance of \$440,000 from the NYS Department of Transportation for the Transportation Planning and Environmental Linkage (PEL) Study for the Relocation of Exit 4C from I-890. This exit is located by Schenectady County Community College at the State Street and Washington Avenue area. The grant breakdown for this planning study consists of an 80% of Federal Share and a 20% County Share.

**Effects Upon Present Law:**

Schenectady County's 2022 Capital Budget established a project for the study and design to relocate Exit 4C from I-890. Subsequently, the Department of Engineering and Public Works has been awarded a grant from the NYS Department of Transportation to facilitate this project. The budget amendment necessary to properly reclassify the project and record the state grant and the local share is as follows:

CAPITAL BUDGET

Decrease Capital Project 2401220063  
Establish Capital Project 5110230080

Increase Appropriation Code By:

H545110.401000	Highways – Capital	\$440,000
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Decrease Appropriation Code By:

H542401.401000	SCCC – Capital	\$400,000
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Increase Revenue Codes By:

H43333.4591	Highways – Federal Aid	\$352,000
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Decrease Revenue Codes By:

H32401.3270	State Aid – Community Colleges	\$200,000
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H93333.5710	Obligation Serial Bonds	\$112,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

The purpose of the (PEL) Study is to evaluate the transportation alternatives to improve traffic flow and safety at the I-890 exit 4C, State Street, and Washington Ave area by potentially moving exit 4C to the west through the SCCC parking lot and connecting to Route 5. The relocated ramp will improve pedestrian and bicycle mobility and safety between the City of Schenectady and Schenectady County Community College.

**Sponsor: Legislator Hughes**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Paul Sheldon, Director of Public Works  
Peter Knutson, Director of the Bureau of Engineering  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**Re:** Authorization to Accept Funding from the NYS Department of Transportation for the Transportation Planning and Environmental Study for the Relocation of Exit 4C from I-890

---

Attached are memoranda from Paul Sheldon, Director of Public Works, and Peter Knutson, Director of the Bureau of Engineering, requesting authorization to accept \$440,000 from the NYS Department of Transportation for the Transportation Planning and Environmental Linkage (PEL) Study for the Relocation of Exit 4C from I-890. This is the exit that is located by the Schenectady County Community College at the State Street and Washington Avenue area.

The PEL Study would evaluate the benefits and impacts to the environment, community, and the economy associated with the relocation of the Exit 4C ramp. The grant breakdown for this planning study consists of a 80% Federal share and a 20% County share.

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

I recommend your approval.



**Schenectady County**  
**Inter-Department Memorandum**

**DATE:** March 29, 2023

**TO:** Rory Fluman, County Manager

**FROM:** Paul Sheldon, Director of Public Works

**COPIES:** File

**SUBJECT:** I-890 Exit 4C State Street / Washington Avenue Transportation Planning and Environmental Study (PEL) PSS  
Town of Rotterdam / City of Schenectady  
PIN 1762.45

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Attached you will find a memo from Peter Knutson, Director of Bureau of Engineering, concerning the I-890 Exit 4C State Street / Washington Avenue Transportation Planning and Environmental Study (PEL). The purpose of the Planning and Environmental Linkage (PEL) Study is to evaluate transportation alternatives to improve traffic flow and safety at the I-890 Exit 4C, State Street and Washington Avenue area by potentially moving Exit 4C to the west through the SCCC parking lot and connecting to Route 5. The relocation of the ramp will improve pedestrian and bicycle mobility and safety between the City of Schenectady and Schenectady County Community College.

The PEL study provides a collaborative and integrated approach to transportation decision making that considers the benefits and impacts of proposed transportation improvements to the environment, community, and economy during the planning process. Through this process, involved agencies can agree to the projects' purpose, define preliminary alternatives, eliminate unreasonable alternatives, and begin public involvement and documentation of the planning decisions.

The federally funded project approves a total project cost of \$440,000.00 for the planning study. Project cost shares are 80% federal and 20% County.

Design work will begin this year and last approximately 18 months

**Schenectady County**  
**Inter-Department Memorandum**

**DATE:** March 28, 2023

**TO:** Paul Sheldon, Director of Public Works

**FROM:** Peter Knutson, Director of Engineering

**COPIES:** File

**SUBJECT:** PIN 1762.45: I-890 Exit 4C State Street/Washington Avenue Transportation Planning and Environmental Study (PEL)  
Master Agreement and Resolution

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Attached you will find the proposed agreement and sample resolution from the New York State Department of Transportation for the implementation and funding for the Transportation Planning and Environmental (PEL) Study for the relocation of Exit 4C from I-890. The County Legislature must enact a resolution authorizing the project including the funding source. In order to complete this project, the design consultant estimates a total study fee of \$440,000.00.

The project is eligible for funding under Title 23 U.S. Code that calls for an apportionment of the costs to be borne at a ratio of 80% Federal Funds and 20% Local match. The cost shares shall be as follows:

Federal share (80%)	\$ 352,000.00
<u>Local share</u>	<u>\$ 88,000.00</u>
Total	\$ 440,000.00


Please advise should you need additional information.

  
Peter B. Knutson

County of Schenectady  
620 State Street, 3<sup>rd</sup> 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   
**DATE:** March 30, 2023  
**SUBJECT:** Capital Budget Amendment – 890 Exit 4C Exit Ramp Design

Schenectady County's 2022 Capital Budget established a project for the study and design to relocate Exit 4C from I-890. Subsequently, the Department of Engineering and Public Works has been awarded a grant from the NYS Department of Transportation to facilitate this project. The budget amendment necessary to properly reclassify the project and record the state grant and the local share is as follows:

## CAPITAL BUDGET

Decrease Capital Project 2401220063

Establish Capital Project 5110230080

### Increase Appropriation Code By:

H545110.401000	Highways – Capital	<u>\$440,000</u>
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### Decrease Appropriation Code By:

H542401.401000	SCCC – Capital	<u>\$400,000</u>
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### Increase Revenue Codes By:

H43333.4591	Highways – Federal Aid	<u>\$352,000</u>
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### Decrease Revenue Codes By:

H32401.3270	State Aid – Community Colleges	<u>\$200,000</u>
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H93333.5710	Obligation Serial Bonds	<u>\$112,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1762.45**

OSC Contract #: **D040857** Contract Start Date:  / /  (mm/dd/yyyy) Contract End Date:  / /  (mm/dd/yyyy)  
 Check, if date changed from the last Schedule A

Purpose:  Original Standard Agreement  Supplemental Schedule A No.

Agreement Type:  Locally Administered Municipality/Sponsor (Contract Payee): Schenectady County  
 Other Municipality/Sponsor (if applicable): \_\_\_\_\_  
 State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*  
 Municipality: \_\_\_\_\_ % of Cost share  
 Municipality: \_\_\_\_\_ % of Cost share  
 Municipality: \_\_\_\_\_ % of Cost share

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

Work Type: OTHER (See Footnotes) County (If different from Municipality): Schenectady County

(Check, if Project Description has changed from last Schedule A):

Project Description: 1-890 Exit 4C State Street Washington Ave. Transportation Planning and Environmental Study (PEL)

Marchiselli Eligible  Yes  No

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1762.45.121	Current	STP	\$440,000.00	\$352,000.00	\$0.00	\$88,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$440,000.00	\$352,000.00	\$ 0.00	\$88,000.00	\$ 0.00

**NYSDOT/State-Local Agreement – Schedule A PIN 1762.45**

<b>B. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$0.00
<b>Total Local Deposit(s)</b>	\$ 0.00

<b>C. Total Project Costs</b> <i>All totals will calculate automatically.</i>			
<b>Total FEDERAL Cost</b>	<b>Total STATE Cost</b>	<b>Total LOCAL Cost</b>	<b>Total ALL SOURCES Cost</b>
\$352,000.00	\$ 0.00	\$88,000.00	\$440,000.00
		<b>Total FEDERAL Cost</b>	\$352,000.00
		<b>Total STATE Cost</b>	\$ 0.00
<b>SFS TOTAL CONTRACT AMOUNT</b>			<b>\$352,000.00</b>

<b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Josephine Carraquillo</u> Phone No: <u>518-242-5074</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

**Footnotes (FN):** (See LPB's SharePoint for link to sample footnotes)

- This Master Agreement adds to the Scope phase (Planning and Environment Linkage Study (PEL), STB LG. URB. Fund Source in the amount of \$ 440,000.00 and approved Marchiselli. PEL Study will Evaluate Design Alternative to Improve access and mobility of all modes of transportation, identify environmental and historical constraints, multiple location.
- At this time the non-federal share of Project costs identified for federal aid funding in this agreement is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York State's Marchiselli Program or this contract at this time. Furthermore, this Agreement does not assure that any Marchiselli aid for the Project or phase hereunder will be authorized or available in the future. If the Project (and the phase of work) is eligible for State aid under the Marchiselli Program, and such aid is duly requested by the Municipality, NYSDOT may (subject to budgetary requirements) submit an appropriate request for Marchiselli funding authorization by the Legislature. If Legislative authorization for such funding is received, NYSDOT and the Municipality may enter a supplemental agreement providing such Marchiselli aid. Only then would Marchiselli aid be available to the affected Project and phase.
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MUNICIPALITY/SPONSOR: Schenectady County

PROJECT ID NUMBER: 1762.45 BIN: \_\_\_\_\_

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D040857

This Agreement is by and between:

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

and

the County of Schenectady (the "Municipality/Sponsor") acting by and through Schenectady County Department of Engineering and Public Works with its office at 100 Kellar Ave., Schenectady 0.

This Agreement covers eligible costs incurred on or after 1 / 1.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Federal aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as 1-890 Exit 4C State Street Washington Ave. Transportation Planning and Environmental Study (PEL) (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

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

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

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

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and



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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. **Documents Forming this Agreement.** The Agreement consists of the following:

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

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

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

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through



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NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

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

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

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

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

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

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

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

**4.2.3 *Marchiselli Extended Records Retention Requirements.***

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

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

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

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

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

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

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

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

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

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

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

8. *Municipal/Sponsor Liability.*

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

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

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

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

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

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

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

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

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

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



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Unemployment Insurance benefits, Social Security or Retirement membership or credit.

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

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

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

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

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

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

16. **Reporting Requirements.** The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and

MUNICIPALITY/SPONSOR: Schenectady County

PROJECT ID NUMBER: 1762.45 BIN: \_\_\_\_\_

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

**17. Notice Requirements.**

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

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

**New York State Department of Transportation (NYSDOT)**

Name: Lorenzo DiStefano P.E.

Title: RLPL

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

Telephone Number: 518-485-1715

Facsimile Number: 518-457-4640

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

**[Municipality/Sponsor] County of Schenectady**

Name: Peter Knutson

Title: PE

Address: 100 Kellar Avenue, Schenectady, NY 12306

Telephone Number: 518-357-9547

Facsimile Number: 518-357-9547

E-Mail Address: peter.knutson@schenectadycounty.com

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

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

MUNICIPALITY/SPONSOR: Schenectady County

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Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

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

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

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

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

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

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

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

20. **Compliance with Procedural Requirements.** The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may



Press F1 to see instructions in blank fields

Federal Aid Local Project Agreement (02/19)

MUNICIPALITY/SPONSOR: Schenectady County

PROJECT ID NUMBER: 1762.45 BIN: \_\_\_\_\_

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pursue approval of their own construction specifications and procedures on a project by project basis).

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

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

**SAMPLE RESOLUTION BY MUNICIPALITY**  
**(Locally Administered Project)**  
**RESOLUTION NUMBER:**

**A Resolution authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore**

WHEREAS, a Project I-890 Exit 4C State Street - Washington Ave. Transportation Planning and Environmental Study (PEL Study), PIN 1762.45 (the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80 % Federal funds and 20 % non-federal funds.

WHEREAS, the County of Schenectady desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Scoping Phase

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

RESOLVE, that the Schenectady County Board of Supervisors hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Schenectady County Board of Supervisors hereby authorizes the to pay in the first instance 100% of the federal and non-federal share of the cost of Scope work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$440,000 00 hereby appropriated from the \_\_\_\_\_ and made available to cover the cost of participation in the above phases of the Project; and it is further

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

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

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

RESOLVED, this Resolution shall take effect immediately

STATE OF NEW YORK                    }  
  }  
COUNTY OF SCHENECTADY }   ss.:

I, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted \_\_\_\_\_, 20\_\_ with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said \_\_\_\_\_  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk

## LEGISLATIVE INITIATIVE FORM

**Date:** 3/31/2023  
**Reference:** Economic Development and Planning  
**Dual Reference:** Ways and Means  
**Initiative:** EDP 4

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE

**Purpose and General Idea:**

Provides Authorization to Accept Funding from the NYS Department of Transportation for the Grand Boulevard Pavement Preservation & Bicycle Facility Improvements Project.

**Summary of Specific Provisions:**

Authorization to accept \$94,000.00 from the NYS Department of Transportation for the Grand Boulevard Pavement Preservation & Bicycle Facility Improvements Project. The grant breakdown consists of 80% funding from the Federal Government, 15% from the NYS Government, and a 5% match from Schenectady County.

**Effects Upon Present Law:**

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to repave and improve Grand Boulevard, with funding sources from Federal, State, and local governments.

CAPITAL BUDGET

Establish Capital Project 5110230079

Increase Appropriation Code By:

H545110.401000	Highways – Capital	\$94,000
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Increase Revenue Codes By:

H33333.3591	Highways – State Aid	\$14,100
H43333.4591	Highways – Federal Aid	\$75,200
H93333.5710	Obligation Serial Bonds	\$4,700

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

**Justification:**

The roadway from Keys Avenue to Palmer Avenue has not been repaved in many years which has resulted in key pavement distress such as weathering, (friction loss) and cracking. This grant would restore the top course of asphalt improving its rideability and service life. This roadway is listed by the NYS Department of Transportation as an Urban Collector with approximately 5,000 vehicles using the roadway per day.

**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

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Paul Sheldon, Director of Public Works  
Peter Knutson, Director of Bureau of Engineering  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**Re:** Authorization to Accept NYS Department of Transportation Funding for the Grand Boulevard Pavement Preservation & Bicycle Facility Improvements Project

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Attached are memoranda from Paul Sheldon, Director of Public Works, and Peter Knutson, Director of Bureau of Engineering, requesting authorization accept funding from the New York State Department of Transportation in the amount of \$94,000. This funding will be used for the design phase of the Grand Boulevard Pavement Preservation & Bicycle Facility Improvements Project. The cost share of the project is 80% Federal, 15% State, and 5% County. The project includes the installation of bike lanes and crosswalks, adding ADA accessible curb ramps, and upgrading the asphalt surface.

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

I recommend your approval.

**Schenectady County**  
**Inter-Department Memorandum**

**DATE:** March 13, 2023

**TO:** Rory Fluman, County Manager

**FROM:** Paul Sheldon, Director of Public Works

**COPIES:** File

**SUBJECT:** Grand Boulevard Pavement Preservation & Bicycle Facility Improvements Project  
Town of Niskayuna  
PIN 1762.44

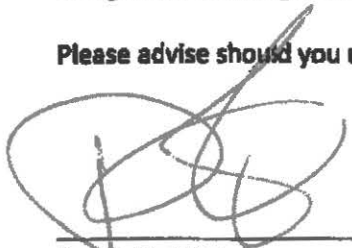
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Attached you will find a memo from Peter Knutson, Director of Bureau of Engineering, concerning the Grand Boulevard Pavement Preservation & Bicycle Facility Improvements Project. The federally funded project introduces \$94,000.00 for the preliminary and final design phases. Project cost shares are 80% federal, 15% State and 5% County.

The project would involve hot in-place recycling (HIPR) the existing hot mix asphalt surface and then placing a 6.3 polymer modified HMA surface treatment top course. This project will also examine the installation of bike lanes along Grand Boulevard as well as providing ADA accessible ramps and high-visibility crosswalks.

Design work will begin this year with construction proposed for 2025.

Please advise should you need additional information.

  
\_\_\_\_\_  
Paul J. Sheldon

# COUNTY OF SCHENECTADY

## Memorandum

DATE: March 3rd, 2023

TO: Paul Sheldon, P.E., Commissioner of Aviation

FROM: Peter Knutson, P.E., Senior Civil Engineer

COPY: File

SUBJECT: Legislative Request for Grand Boulevard Paving Preservation

We are requesting the legislature accept the grants awarded to the County for the pavement preservation and bicycle and pedestrian improvements for the county-maintained section of Grand Boulevard.

This section of roadway is from Keyes Avenue to Palmer Avenue and hasn't been repaved in many years and is showing key pavement distresses such as, weathering (friction loss) and cracking. This project would be restoring the top course of the asphalt improving its rideability and service life. As this roadway is listed by the New York State Department of Transportation as an Urban Collector with approximately 5,000 vehicles using the roadway per day.

This project will also be evaluating different techniques to improve multimodal transportation along the corridor by instituting bike lanes or other designs.

The grant is 80% Federally reimbursable with 15% State reimbursement and 5% local share. The funding breakdown is below:

Project	Federal Share	State Share	Local Share	Total Grant
Grand Boulevard Pavement Preservation	\$75,200.00	\$14,100.00	\$4,700.00	\$94,000.00

The Engineering Department requests the Legislature adopt and appropriate the funding for this project.

Peter Knutson, P.E.  
Director of the Bureau of Engineering



County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 30, 2023  
**SUBJECT:** Capital Budget Amendment -- Grand Boulevard Pavement and Crosswalks Project

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to repave and improve Grand Boulevard, with funding sources from Federal, State, and local governments.

## CAPITAL BUDGET

### Establish Capital Project 5110230079

#### Increase Appropriation Code By:

H545110.401000	Highways – Capital	<u>\$94,000</u>
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#### Increase Revenue Codes By:

H33333.3591	Highways – State Aid	<u>\$14,100</u>
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H43333.4591	Highways – Federal Aid	<u>\$75,200</u>
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H93333.5710	Obligation Serial Bonds	<u>\$4,700</u>
-------------	-------------------------	----------------

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

**SAMPLE RESOLUTION BY MUNICIPALITY**  
**(Locally Administered Project)**  
**RESOLUTION NUMBER:\_\_\_\_\_**

**Authorizing the implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.**

**WHEREAS, a Project for the Grand Boulevard Pavement Preservation and Bicycle Improvements, P.I.N. 1762.44 (the Project\*) is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and**

**WHEREAS, the County of Schenectady desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design.**

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

**RESOLVE, that the Schenectady County Board of Supervisors hereby approves the above-subject project; and it is hereby further**

**RESOLVED, that the Schenectady County Board of Supervisors hereby authorizes the \_\_\_\_\_ of \_\_\_\_\_ to pay in the first instance 100% of the federal and non-federal share of the cost of Design work for the Project or portions thereof; and it is further**

**RESOLVED, that the sum of \$ 94,000.00 is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further**

**RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, Schenectady County Board of Supervisors shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the \_\_\_\_\_ thereof, and it is further**

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

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

**RESOLVED, this Resolution shall take effect immediately**

MUNICIPALITY/SPONSOR: Schenectady County

PROJECT ID NUMBER: 1762.44 BIN: \_\_\_\_\_

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

## Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO D040834

This Agreement is by and between:

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

and

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

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

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

### WITNESSETH:

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

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

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

WHEREAS, funding of the "State share" of projects under the Marchiselli Program is administered through the New York State Office of the Comptroller ("State Comptroller"); and

MUNICIPALITY/SPONSOR: Schenectady County

PROJECT ID NUMBER: 1762.44 BIN: \_\_\_\_\_

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PHASE: PER SCHEDULES A

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM)" (available through

MUNICIPALITY/SPONSOR: Schenectady County

PROJECT ID NUMBER: 1762.44 BIN: \_\_\_\_\_

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

NYSDOT's web site at <https://www.dot.ny.gov/olafap>, and as such may be amended from time to time.

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

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

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

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

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

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



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

**4.2.3 *Marchiselli Extended Records Retention Requirements.***

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

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

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

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

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

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

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

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

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

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

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

8. ***Municipal/Sponsor Liability.***

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

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

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



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

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

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

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

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

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

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

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Unemployment Insurance benefits, Social Security or Retirement membership or credit.

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

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

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

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

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

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

16. **Reporting Requirements.** The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and

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the Local Projects Manual and in accordance with current Federal and State laws, rules, and regulations.

17. **Notice Requirements.**

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

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

New York State Department of Transportation (NYSDOT)

Name: Lorenzo DiStefano P.E.

Title: RLPL

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

Telephone Number: 518-485-1715

Facsimile Number: 518-457-4640

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

[Municipality/Sponsor] County of Schenectady

Name: Peter Knutson

Title: PE

Address: 100 Kellar Avenue, Schenectady, NY 12306

Telephone Number: 518-357-9547

Facsimile Number: 518-357-9547

E-Mail Address: peter.knutson@schenectadycounty.com

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

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

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Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments.

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

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

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

19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 80 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

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

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

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

**20. Compliance with Procedural Requirements.** The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may



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pursue approval of their own construction specifications and procedures on a project by project basis).

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

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

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

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

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

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

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

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 1762.44**

<b>OSC Contract #:</b> <u>D040834</u>	<b>Contract Start Date:</b> / / (mm/dd/yyyy)	<b>Contract End Date:</b> / / (mm/dd/yyyy) <input type="checkbox"/> Check, if date changed from the last Schedule A
<b>Purpose:</b> <input checked="" type="checkbox"/> Original Standard Agreement <input type="checkbox"/> Supplemental Schedule A No.		
<b>Agreement Type:</b> <input checked="" type="checkbox"/> Locally Administered <input type="checkbox"/> State Administered		
Municipality/Sponsor (Contract Payee): Schenectady County Other Municipality/Sponsor (if applicable):		
<small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share <input type="checkbox"/> Municipality: % of Cost share		
<b>Authorized Project Phase(s) to which this Schedule applies:</b> <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS		
<b>Work Type:</b> BIKE/PED./FACILITIES	<b>County (if different from Municipality):</b> Schenectady County	
<small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>		
<b>Project Description:</b> Grand Boulevard Pavement Preservation & Bicycle Facility Improvements Project		
<b>Marchiselli Eligible</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1762.44.121	Current	Other (see FN)	\$94,000.00	\$75,200.00	\$14,100.00	\$4,700.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL CURRENT COSTS:</b>			\$94,000.00	\$ 0.00	\$14,100.00	\$4,700.00	\$ 0.00

**NYSDOT/State-Local Agreement – Schedule A PIN 1762.44**

<b>B. Local Deposit(s) from Section A:</b>	\$ 0.00
<b>Additional Local Deposit(s)</b>	\$0.00
<b>Total Local Deposit(s)</b>	\$ 0.00

<b>C. Total Project Costs</b> <i>All totals will calculate automatically.</i>			
<b>Total FEDERAL Cost</b>	<b>Total STATE Cost</b>	<b>Total LOCAL Cost</b>	<b>Total ALL SOURCES Cost</b>
\$75,200.00	\$14,100.00	\$ 0.00	\$89,300.00
		<b>Total FEDERAL Cost</b>	\$ 0.00
		<b>Total STATE Cost</b>	\$14,100.00
<b>SFS TOTAL CONTRACT AMOUNT</b>			<b>\$89,300.00</b>

<b>D. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b>	Name: <u>Josephine Carrasquillo</u> Phone No: <u>518-242-5074</u>
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*See Agreement (or Supplemental Agreement Cover) for required contract signatures.*

**Footnotes (FN):** (See LPB's SharePoint for link to sample footnotes)

- This Master Agreement adds to the Design Phase STBG Flex Fund Source in amount of \$ 94,000.00 and approved Marchiselli.
- At this time the non-federal share of Project costs identified for federal aid funding in this agreement is to be provided entirely by the Municipality. No subsidy or reimbursement of any portion of that local match is provided by New York State's Marchiselli Program or this contract at this time. Furthermore, this Agreement does not assure that any Marchiselli aid for the Project or phase hereunder will be authorized or available in the future. If the Project (and the phase of work) is eligible for State aid under the Marchiselli Program, and such aid is duly requested by the Municipality, NYSDOT may (subject to budgetary requirements) submit an appropriate request for Marchiselli funding authorization by the Legislature. If Legislative authorization for such funding is received, NYSDOT and the Municipality may enter a supplemental agreement providing such Marchiselli aid. Only then would Marchiselli aid be available to the affected Project and phase.

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

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

### A1. Preliminary Engineering ("PE") Phase

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

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

## **A2. Right-of-Way (ROW) Incidentals**

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

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

**B. Right-of-Way (ROW) Acquisition**

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

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

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

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

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

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

October 2019



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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

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

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS**. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

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

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

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

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

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

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

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

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



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

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

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

  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.



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

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

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

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

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

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

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

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

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

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

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

#### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

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

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

## THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## THE CFDA IDENTIFICATION NUMBER

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

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

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

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

## PROMPT PAYMENT MECHANISMS

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

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

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

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

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

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<sup>2</sup> <http://www.cfda.gov/>

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

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

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

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

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

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

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

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

#### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

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

## LEGISLATIVE INITIATIVE FORM

**Date:** 3/31/2023  
**Reference:** Economic Development and Planning  
**Dual Reference:** Ways and Means  
**Initiative:** EDP 5

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT AND AN EASEMENT AGREEMENT FOR THE CONSTRUCTION OF A GATEWAY MOBILITY HUB IN THE CITY OF SCHENECTADY

**Purpose and General Idea:**

Provides Authorization to Enter into a Memorandum of Understanding with CDTA for the CDTA Gateway Mobility Hub Project.

**Summary of Specific Provisions:**

Authorization to enter into a Memorandum of Understanding with CDTA for the federally funded Gateway Mobility Hub Project located at 106 South Church Street (SBL 39.71-1-43)

**Effects Upon Present Law:**

None.

**Justification:**

Ray Gillen, Commissioner of Economic Development and Planning, and David Hogencamp, Metroplex Project Director, stated that the transformation of lower State Street in downtown Schenectady is continuing with almost \$4 million investments by CDTA for a new Mobility Hub. The mobility hub will provide location access to CDTA buses, Greyhound and Trailways bus service, car sharing, bike, and scooter sharing, electric car charging, and parking all in this one space. This project also includes significant public infrastructure enhancements to the surrounding area including new paving, upgraded signals, and pedestrian safety improvements.

**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

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Ray Gillen, Commissioner of Economic Development and Planning  
David Hogenkamp, Metroplex Project Director

**Date:** March 31, 2023

**Re:** Authorization to Enter into a Memorandum of Understanding with CDTA for the CDTA Gateway Mobility Hub Project

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Attached is a memorandum from Ray Gillen, Commissioner of Economic Development and Planning, and David Hogenkamp, Metroplex Project Director, requesting authorization to enter into a Memorandum of Understanding with CDTA for the federally funded Gateway Mobility Hub Project. This agreement would give CDTA access to 106 South Church Street for construction and operation. The County-owned parcel is a small strip of land located behind the former Trailways Bus Station which will be the site of the Capital Region's first Mobility Hub where it will offer access to bus services, car, bike, and scooter rentals, electric car charging stations, and parking. The project also includes improvements to public infrastructure, such as new paving, enhanced signals and pedestrian safety advancements.

I recommend your approval.



**County of Schenectady**  
NEW YORK

**Ray Gillen**  
*Commissioner*

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
AND PLANNING**

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

## Memo

**To:** Rory Fluman  
**From:** Ray Gillen and David Hogenkamp  
**Date:** March 20, 2023  
**Re:** CDTA Gateway Mobility Hub Memorandum of Understanding/Construction and Operation Easement

The transformation of Lower State Street in downtown Schenectady is continuing with an almost \$4 million investment by CDTA for a new Mobility Hub. The Mobility Hub will provide in one location access to CDTA buses, Greyhound and Trailways bus service, car sharing, bike and scooter sharing, electric car charging, and parking. The project also includes significant public infrastructure enhancements to the surrounding area including new paving, upgraded signals, and pedestrian safety improvements.

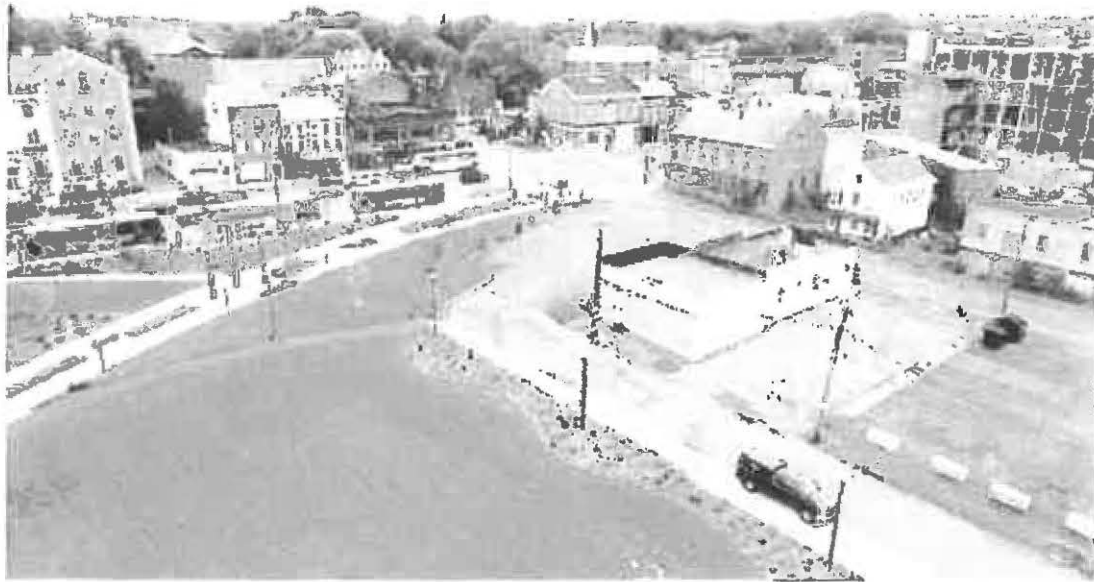
CDTA is using federal funding to build the Mobility Hub. The majority of the Mobility Hub will be located on the site of the former blighted Trailways Bus Station, which was purchased by Metroplex and demolished by the Capital Region Land Bank. Metroplex will provide CDTA access to this site to construct the Mobility Hub.

To move forward with construction of the Mobility Hub, CDTA also needs access to a small County-owned property at 106 South Church Street (SBL 39.71-1-43). This is a very small parcel with a handful of parking spaces that was located directly behind the former bus station. This area will be repaved to support the Mobility Hub. As CDTA is utilizing federal funding and accessing the property for construction and operations, an easement and memorandum of understanding is required. A copy is attached. We are requesting County approval of this item at the April Meeting.

The project has been bid out by CDTA and Carver Construction Inc. is scheduled to begin work this spring.

Please let us know if you need more information.

**Site prior to purchase and demolition of former Trailways Bus Station  
by Schenectady Metroplex Development Authority**



**CDTA Mobility Hub**



TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_\_, BETWEEN

[LANDOWNER] a [TYPE OF ENTITY] and existing under the laws of the State of New York, with its principal place of business located at [ADDRESS] (herein after referred to as "Grantor") and,

the CAPITAL DISTRICT TRANSPORTATION AUTHORITY, having its principal place of business located at 110 Watervliet Avenue, Albany, New York 12206 (hereinafter referred to as "Grantee"), (collectively referred to as the "Parties").

WITNESSETH: that the Grantor does hereby grant and release unto the Grantee, its successors and/or assigns, forever, the following described Temporary Construction Easement:

A TEMPORARY CONSTRUCTION EASEMENT in, on or over that piece or parcel of property situate in the City of Schenectady, in the County of Schenectady and State of New York, hereinafter designated as Temporary Easement \_\_\_ as shown on [Exhibits "A" & "B"], attached hereto and made a part hereof,

SAID TEMPORARY CONSTRUCTION EASEMENT to be exercised in, on and over a portion of the same lands described in a Bargain and Sale Deed dated \_\_\_\_\_, and recorded \_\_\_\_\_, in the Schenectady County Clerk's Office in Liber \_\_\_\_ of Deeds at Page \_\_\_.

The property subject to this easement is located at [ADDRESS], City of Schenectady, New York, being part of Tax Account No \_\_\_\_\_.

SUBJECT TO all covenants, conditions and restrictions of record affecting said premises.

SAID TEMPORARY CONSTRUCTION EASEMENT to be exercised for the purpose of the Construction of the Gateway Mobility Hub project, as described in the MOU by and between the City of Schenectady, Schenectady County, Schenectady Metroplex Development Authority, S Church Street LLC and the Capital District Transportation Authority, dated [DATE] (the "MOU").

SAID TEMPORARY CONSTRUCTION EASEMENT shall be for a term commencing as of April 1, 2023 and shall terminate at the earlier of: (i) 1 year from the commencement date, or (ii) completion of construction of the improvements as specifically authorized in the MOU.

At completion of construction of the Work, as described in the MOU, the Grantee shall restore the remainder of the property of the Grantor that is disturbed during the construction to its original condition, except where the Work, as described in the MOU, contemplates a permanent change to the property.

Completion of construction of the Gateway Mobility Hub project, shall serve to automatically terminate this temporary construction easement without further action by either party, and the Permanent Easement, attached to the MOU as Exhibit B, shall control. Grantee shall, however, execute a formal recordable termination of this temporary easement at the request of Grantor.

Neither Grantor nor its directors, officers, members, owners, employees, and their successors and assigns

(collectively "Grantor Parties") shall be liable for personal injury or property damage caused by the carelessness, negligence or culpable conduct of the Grantee or its contractors, employees, agents, invitees or any other person entering the real properties by or on account of the Gateway Mobility Hub project. Grantee shall defend, indemnify and hold harmless the Grantor Parties from and against any and all claims, losses, and damages, including reasonable attorneys' fees, caused directly or indirectly by the construction of the Work or any act or omission of Grantee, its contractors, employees, agents, invitees or any other person entering the real properties by or on account of the Gateway Mobility Hub project during construction; provided, however, Grantee shall in no event be obligated to defend, indemnify or hold harmless the Grantor Parties for any claims, losses or damages to the extent same arise from the negligence or intentional misconduct of the Grantor Parties. . This provision shall survive expiration or termination of this easements.

Prior to commence of construction, and throughout the term of this easement, Grantee shall obtain and maintain a policy(ies) of general and contractual liability insurance, Auto Liability and Umbrella Liability in the amount of at least One Million Dollars (\$1,000,000) to cover its construction of the Work, and ongoing operation, maintenance, repair and replacement activities on the respective real properties, including its responsibilities under this MOU, and shall name Grantor as an additional insured and loss payees on said policy(ies). The policy(ies) shall: (i) insure performance by Grantee of all indemnity provisions of the MOU and the Easements; (ii) shall cover contractual liability; (iii) shall be primary, not contributing with (including a waiver of subrogation), and not in excess of coverage which each of the Grantor may carry; (iv) shall state that the Grantor is entitled to recovery for negligence of Grantee even though same are named as an additional insured; (v) shall provide for severability of interest; and (vi) shall provide that an act or omission of one of the insured or additional insureds shall not void or reduce coverages as to the other insured or additional insureds. Proof of insurance shall be provided to the Grantor and approved no less than seven (7) days prior to the commencement of the Work, within ten (10) days of each policy expiration, within 30 days of Material Change or Cancellation (10 days from nonpayment of premium) and immediately upon request by the Grantor. Grantor shall require its contractors entering the property to obtain and maintain the same insurance required of Grantee. The Parties acknowledge that Grantee is self-insured, and have agreed to accept proof of such self-insurance in lieu of the insurance requirements set forth in this Agreement. Grantee acknowledges that they shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability, Business Automobile Liability, Environmental Liability and any Umbrella/Excess Liability to the extent required by this easement in the same manner as if they had obtained such insurance policies.

THIS TEMPORARY EASEMENT shall be binding on the undersigned's heirs, successors and assigns. Grantee shall not have the right to assign, in whole or in part, its rights or obligations under this Easement without the prior written consent of Grantor.

THIS INSTRUMENT may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto caused this instrument to be signed and sealed the day and year first above written.

[GRANTOR]

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her said capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public



CAPITAL DISTRICT TRANSPORTATION AUTHORITY

BY: \_\_\_\_\_  
NAME: Carmino N. Basile  
TITLE: Chief Executive Officer

STATE OF NEW YORK )  
COUNTY OF \_\_\_\_\_ ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her said capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

THIS INDENTURE made this        day of        , 2023, between  
\_\_\_\_\_ having an office and place of business at \_\_\_\_\_, hereinafter  
referred to as the "Grantor," and Capital District Transportation Authority, having its principal  
office and place of business at 110 Watervliet Avenue, Albany, New York 12206, hereinafter  
referred to as the "Grantee,"

WITNESSETH, that the Grantor, in consideration of the sum of One Dollar  
(\$1.00), lawful money of the United States of America, paid by the Grantee and upon the terms  
and conditions hereinafter expressed, does hereby give and grant unto the Grantee and assigns  
of the Grantee, the right, privilege and easement to install, use and maintain bus shelters and  
appurtenances thereof, hereinafter referred to as the "Amenities" on the land hereinafter  
described:

**[Insert Legal Description].**

This grant of easement shall commence on the completion of the Amenities, as  
described in the memorandum of understanding of which the Grantor and Grantee are  
signatories of even date (the "MOU") and this easement shall continue for a term of twenty  
(20) years thereafter, unless extended by the parties hereto, or, unless sooner terminated as  
hereinafter provided, and is made and accepted subject to the following terms and conditions:

1. At the termination of the easement hereby granted, the Grantee agrees at the  
expense of the Grantee and at no expense to the Grantor to remove at once the  
said Amenities from the land affected and leave said land in as nearly the same  
condition as possible as it was prior to the installation of said Amenities, unless  
otherwise agreed to in writing by the Parties hereto.
3. Grantee assumes all risk in the construction, reconstruction, installation, repair,  
maintenance, operation and/or removal of the Amenities referred to in this  
Indenture, and shall be responsible and answerable in damages for any accidents  
and injuries to person or property (including death) resulting from Grantee's

negligence in the construction, installation, or maintenance of the Amenities.

4. The Grantee shall be responsible for the maintenance and repair of the physical Amenities in accordance with the Amenities Matrix attached to the MOU and made a part thereof. In the event Grantee fails to perform any of its maintenance responsibilities, Grantor shall have the rights set forth in paragraph 6 of the MOU.
5. Grantee shall require any contractor engaged by Grantee for construction, reconstruction, installation, repair, maintenance, operation and/or removal shall maintain the insurance requirement in paragraph 3 of the MOU. Grantee shall continue to be obligated to self-insure and provide proof of such self-insurance as provided in paragraph 3 of the MOU throughout the term of this easement.
6. Grantee covenants and agrees that Grantee shall use Grantee's best efforts to avoid causing any damage to, or interference with, any improvement on the affected land and to minimize any disruption or inconvenience to Grantor and any person who lawfully occupies Grantor's land.
7. Grantee shall, at its own cost, comply with applicable laws, ordinances, order and regulations of the United State, State of New York, or any departments, bureaus, authorities or commissions created under the laws of either government.
8. The easement hereby granted shall not be assigned or transferred without the written consent of Grantor, except to a wholly-owned subsidiary.
9. The easement hereby granted is intended to affect only the right, title and interest of the Grantor in the aforescribed parcel of land.

The word "Grantee" shall be construed as if read "Grantees" whenever the sense of this Indenture so requires. The use of the neuter pronoun in any reference to "Grantee" shall be construed to include any individual "Grantee," and the word "successors" shall be construed as if read "heirs" whenever the sense of this Indenture so requires.

All the covenants, terms and conditions in this Indenture shall inure to the benefit of and be binding upon the executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be signed by their duly authorized representative on the day and year first above written.

GRANTEE

By: \_\_\_\_\_

STATE OF NEW YORK }  
: SS.:  
COUNTY OF ALBANY }

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public, State of New York  
Qualified in County of:  
My Commission Expires:

GRANTOR

By: \_\_\_\_\_

STATE OF NEW YORK }  
: SS.:  
COUNTY OF ALBANY }

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2023, before me, the undersigned personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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**Notary Public, State of New York**

**Qualified in County of:**

**My Commission Expires:**

## **MEMORANDUM OF UNDERSTANDING**

### **REGARDING CONSTRUCTION OF THE GATEWAY MOBILITY HUB**

This Memorandum of Understanding dated \_\_\_\_\_, 2023 (the "Agreement") by and between City of Schenectady ("City"), having its principal place of business located at 105 Jay Street, Schenectady, New York; the County of Schenectady ("County") having its principal place of business located at 620 State Street, Schenectady, New York; the Schenectady Metroplex Development Authority ("Metroplex") having its principal place of business located at 433 State Street 4<sup>th</sup> Floor, Schenectady, New York; S Church Street LLC ("SEAT Center") with a principal place of business located at 6 Corporate Drive, Halfmoon, New York 12065 and the Capital District Transportation Authority ("CDTA") having its principal place of business located at 110 Watervliet Avenue, Albany, New York (Collectively, "Parties").

#### **WITNESSETH:**

**WHEREAS**, CDTA intends to construct the Gateway Mobility Hub project, consisting of a number of transit and pedestrian related amenities and associated infrastructure (the "Infrastructure), designed to bring enhanced mobility service to major destinations within the City of Schenectady, New York;

**WHEREAS**, a location has been selected for the Gateway Mobility Hub project, which shall be constructed on real property owned by Metroplex, the SEAT Center, the County and the City;

**WHEREAS**, the Parties all agree that the construction of the Gateway Mobility Hub project meets their public transit needs for the future, and desire to express their collective support for the project;

**WHEREAS**, the Parties agree that the construction and operation of the Gateway Mobility Hub will increase regional transit ridership by encouraging use of sustainable modes of transportation while also providing needed parking in the area, which is a benefit to the City and County of Schenectady;

**WHEREAS**, CDTA has committed to the full funding of the design and construction of the Gateway Mobility Hub;

**WHEREAS**, the Gateway Mobility Hub project construction contract has been competitively bid by CDTA in accordance with all laws, rules, regulations, and program requirements of the funding source, and has been awarded to Carver Construction Inc. of Coeymans, NY ("the Contractor");



**WHEREAS**, the construction of the Gateway Mobility Hub is anticipated to occur between the Fall of 2022 and the Summer of 2023, with a total cost of approximately \$4,011,330;

**WHEREAS**, the Parties agree to the scope of work as more particularly depicted and described on the plans entitled "CDTA Gateway Mobility Hub, Schenectady, New York", dated March 30, 2022, Prepared by Creighton Manning; CM No. 115-201 (the "Work");

**WHEREAS**, the Parties agree to the construction limits and boundaries as outlined in the Work;

**WHEREAS**, the Gateway Mobility Hub project will be constructed by CDTA on real property owned by Metroplex, the SEAT Center, the County and the City, pursuant to the Temporary Construction Easements attached as Exhibit A;

**WHEREAS**, after the completion of construction, the Infrastructure will be owned and maintained by CDTA, on real property owned by Metroplex, the SEAT Center, the County and the City, and the continuous existence of the Infrastructure, and each party's ongoing obligation and responsibilities for the Infrastructure and ancillary amenities shall be memorialized pursuant to the terms of the Permanent Easements, attached as Exhibit B and the Amenities Matrix attached as Exhibit C;

**WHEREAS**, the Parties now desire to set forth their mutual understanding of the Gateway Mobility Hub Project, and their respective roles in it;

**NOW, THEREFORE**, The Parties agree as follows:

1. The Parties acknowledge and agree that, upon issuance of all necessary permits for construction of the Work, the "Construction Phase" shall commence and CDTA, and its contractor, shall commence and complete with due diligence the construction as set forth in the Work, on lands owned by Metroplex, the SEAT Center, the County and the City (collectively, the "Owners"). The Parties have executed, contemporaneously with this Agreement, the Temporary Construction Easements attached as Exhibit A, to facilitate construction of the project, and the Permanent Easements, attached as Exhibit B, to be held in escrow pending the completion of construction. No material alterations or changes to the Work shall be permitted without the express written consent of the party on whose property the particular item of Work is being performed, such consent not to be unreasonably withheld.
2. Upon the completion of the Work, the "Construction Phase" shall end and the Permanent Easement shall become effective for a minimum term of 20 years, during which time CDTA shall become responsible for the capital maintenance and ongoing maintenance of the Improvements, together considered the "Maintenance Phase". The agreement and basic

framework for the Maintenance Phase is outlined below and in the Amenities Matrix attached as Exhibit C.

- a. CDTA's responsibility for ongoing maintenance and operations shall be limited to the care and maintenance of the physical structure and associated amenities of the Infrastructure, as outlined in the attached Exhibit C.
  - b. All other routine maintenance or repairs relating to the real property shall be the responsibility of the real property owner, unless otherwise agreed to in writing by the Parties.
  - c. The Parties acknowledge and agree that the care and maintenance of the Infrastructure shall be further subject to conditions associated with the use of state and/or federal funding, including but not limited to satisfactory continuing control provisions, as outlined in the applicable Federal Transit Administration requirements set forth in "Appendix B: CDTA and Subsidiaries Federally Required and Other Contract Clauses" attached hereto as Exhibit D.
3. Insurance. Prior to commence of construction, and throughout the term of the Temporary Easement and Permanent Easements (collectively, the "Easements"), CDTA shall obtain and maintain a policy(ies) of general and contractual liability insurance, Auto Liability and Umbrella Liability in the amount of at least One Million Dollars (\$1,000,000) to cover its construction of the Work, and ongoing operation, maintenance, repair and replacement activities on the respective real properties, including its responsibilities under this MOU, and shall name Metroplex, the City, the County and the SEAT Center as an additional insureds and loss payees on said policy(ies). The policy(ies) shall: (i) insure performance by CDTA of all indemnity provisions of this MOU and the Easements; (ii) shall cover contractual liability; (iii) shall be primary, not contributing with (including a waiver of subrogation), and not in excess of coverage which each of the Owners may carry; (iv) shall state that the Owners are entitled to recovery for negligence of CDTA even though same are named as an additional insured; (v) shall provide for severability of interest; and (vi) shall provide that an act or omission of one of the insured or additional insureds shall not void or reduce coverages as to the other insured or additional insureds. Proof of insurance shall be provided to the Owners and approved no less than seven (7) days prior to the commencement of the Work, within ten (10) days of each policy expiration, within 30 days of Material Change or Cancellation (10 days from nonpayment of premium) and immediately upon request by the Owners. CDTA shall require its contractors entering the real properties to obtain and maintain the same insurance as required of CDTA above. The Parties acknowledge that CDTA is self-insured, and have agreed to accept proof of such self-insurance in lieu of the insurance requirements set forth in this Agreement. Proof of self-insurance must be provided as a condition precedent to the effectiveness of this MOU,

and the Easements, and shall be provided by CDTA within 10 business days of request at any time while the Temporary Easement or Permanent Easement remain in effect. CDTA acknowledges that they shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability, Business Automobile Liability, Environmental Liability and any Umbrella/Excess Liability to the extent required by this MOU in the same manner as if they had obtained such insurance policies. This obligation shall survive construction and shall be memorialized in the Temporary Easement and Permanent Easement.

4. **Indemnification.** During the Construction Phase, CDTA shall defend, indemnify and hold harmless the Owners, and each of their directors, officers, members, owners, employees, and their successors and assigns (collectively the "Owner Parties") from and against any and all claims, losses, and damages, including reasonable attorneys' fees, caused directly or indirectly by the construction of the Work or any act or omission of CDTA, its contractors, employees, agents, invitees or any other person entering the real properties by or on account of the Gateway Mobility Hub project during construction; provided, however, CDTA shall in no event be obligated to defend, indemnify or hold harmless the Owner Parties for any claims, losses or damages to the extent same arise from the negligence or intentional misconduct of the Owner Parties. (b) During the Maintenance Phase, CDTA shall defend, indemnify and hold harmless the Owners, and each of their directors, officers, members, owners, employees, and their successors and assigns (collectively the "Owner Parties") from and against any and all claims, losses, and damages, including reasonable attorneys' fees, caused directly or indirectly by any act or omission of CDTA, its contractors, employees, agents, invitees or any other person in the performance of CDTA's ongoing maintenance obligations and operations as outlined in paragraph 2 above; provided, however, CDTA shall in no event be obligated to defend, indemnify or hold harmless the Owner Parties for any claims, losses or damages to the extent same arise from the negligence or intentional misconduct of the Owner Parties.
  
5. Upon the completion of the Work, the Construction Phase shall terminate and the responsibilities of the Maintenance Phase shall commence. The Infrastructure will be owned and maintained by CDTA pursuant to the terms of the Permanent Easement and Amenities Matrix, attached hereto as Exhibits B and C, respectively. The real property upon which the Infrastructure is located will continue to be owned by the respective property owners. Each parties' responsibility for ongoing maintenance, repair and replacement of the Infrastructure and real property is outlined and described on Exhibit C, attached hereto.

6. **Default.** In the event that CDTA defaults in the performance of any responsibilities required during the Maintenance Phase, and such default continues for a period of thirty (30) days after written notice, except (i) in an emergency in which has a party may proceed after reasonable efforts have been made to notify CDTA, or (ii) CDTA is proceeding with due diligence to effect a cure of such default, then the other parties may, but shall not be required to, make such payment or do such act and shall charge the amount of such expense to CDTA, with interest accruing and payable thereon at 4% per annum from the date paid or incurred by such party to the date of payment thereof, provided, however, that nothing herein shall be construed or implemented in such a manner as to allow any party to charge or receive interest in excess of the maximum legal rate then allowed by law.
7. **The Parties acknowledge and agree that the funding sources for the Gateway Mobility Hub project require that CDTA maintains access for the useful life of the Infrastructure. The Parties agree not to disrupt CDTA's ability to access and maintain the Infrastructure or the exercise of satisfactory continuing control over the amenities for the duration of the useful life of the Infrastructure. CDTA shall not have the right to assign, in whole or in part, its rights or obligations under this MOU or the Easements without the prior written consent of all other parties, except that CDTA shall be permitted to assign to its wholly-owned subsidiary entity.**
8. **This Agreement shall be effective upon the latter of its signing or adoption by the respective Parties. By entering into this Agreement, the Parties represent that the signatories hereto have the requisite authority and that no other approvals are required.**
9. **This Agreement contains the entire agreement of the Parties and cannot be amended or modified except by a written agreement. There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Parties other than herein set forth.**
10. **CDTA agrees to comply with all New York State and federal laws, rules, and regulations in the construction and operation of the Gateway Mobility Hub project. The Owners agree to comply with all New York State and federal laws, rules and regulations applicable to each parties' obligations under this MOU and the Easements.**
11. **The provisions of this Agreement shall be construed according to New York Law, and any disputes regarding this Agreement shall be heard in a court of competent jurisdiction located in Albany County, New York.**

[signature page follows]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written above.

**Capital District Transportation Authority**

\_\_\_\_\_  
Carm Basile  
Chief Executive Officer  
110 Watervliet Avenue  
Albany, NY 12206

*In the presence of:*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**City of Schenectady**

\_\_\_\_\_  
Gary McCarthy, Mayor  
City of Schenectady  
105 Jay Street  
Schenectady, NY 12305

*In the presence of:*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Schenectady County**

\_\_\_\_\_

*In the presence of:*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Schenectady Metroplex Development Authority**

\_\_\_\_\_

*In the presence of:*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**S Church Street LLC**

\_\_\_\_\_

*In the presence of:*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



**EXHIBIT A**  
**FORM OF TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT B**  
**FORM OF PERMANENT EASEMENT**

**EXHIBIT C**  
**AMENITIES MATRIX**

**EXHIBIT D**  
**MAINTENANCE OBLIGATIONS**

Methods of Maintenance Responsibilities Gateway Mobility  
 Concessionary Plaza Station

Date: 12/12/2022

#	Item	Description	Responsible Party		COS#	DMC*
			COS#	Microscope		
1	Reporting	Reestablishment of signage, curb, etc.	Bus Only Leases	Microscope	COS#	DMC*
2	Bumpy road/ Platform	Reestablishment of pavement, curb, etc.	X	Microscope	RTW	
3	Blurred connections	Reestablishment of concrete sidewalks and curbside paths	Blurred per #11 - COSTA I used for transit services as per #11	Microscope	City Park/BROW*	
4	Drainage/curb/curbs	Reestablishment of drainage using items above.		Microscope	City Park/BROW	
5	Electrical/Instruments	Reestablishment of complete signs, lights, etc using items above.		Microscope	Property holder connected to MPV, etc	
6	Prohibited Restraint	Repair/Reestablishment of all features of standard bicycles	X			
7	SCADA and other Displays	SCADA and other COSTA displays	X			
8	Signage/Signage	Maintenance for features in Restrooms and Parking Lots	X	Microscope	City Park/BROW	
9	Bus Displays/Signage	Reestablishment of checker, MPV, etc, banner, etc.	X			
10	Traffic Signal	Repair and replacement of traffic signal.			X	
11	Other	All other features involving bus signs at other stations including sidewalk**	X			
12	Other	All other features involving handrails, push, grip, parking lot		Microscope	City Park/BROW	

Ongoing Maintenance and Operations

#	Item	Description	Responsible Party		COS#	DMC*
			COS#	Microscope		
1	Bus or/other	Maintenance, repair and replacement of the physical bus systems, including signs and passenger displays.	X			
2	Lighting - Pedestrian	Maintenance of grid power for pedestrian lighting.		Microscope	City Park/BROW, connected to COS meter	
3	Lighting - Roadway	Maintenance of and street above lights	X		City Park/BROW	
4	Snow removal	Signage, shelter platform, median platform, bus entry lane			City Park/BROW, wheelchair	
5	Snow removal	All other pedestrian pathways			X	
6	Snow removal	Restrooms				
7	Snow removal	Parking Lot	X			
8	Pedestrian restrooms	Maintenance repair and replacement of physical service restrooms	X			
9	Shower treatment	Features installed on part of the project		Microscope	City Park/BROW	
10	Landscaping	Features installed as part of the project				
11	Traffic Signal	Power for traffic signals and warning signs.			X	
12	Traffic Signal	Maintenance of traffic signals and warning signs.			X	
13	Trash cleanup Removal	General trash and cleanup		Microscope	Supply of trash receptacles in City Park/BROW	
14	Parking Enforcement	Parking control, enforcement and collection of fines/ Payment		X		

\* Parking area - collectively for both of Microscope, Subsequently County, City of Glenview and of Clark Street LLC

\*\* City Park/BROW refers to existing Glenview Plaza, any structures that are extensions of this Plaza on lands owned by Microscope, and all City street/sidewalks

\*\*\* It is understood that COSTA is handling bus and other COSTA is responsible for the complete maintenance and operation, or deemed required by COSTA, and is the only entity that will repair or replace, if necessary.

\* DMC is an agent of Microscope

## LEGISLATIVE INITIATIVE FORM

**Date:** 3/31/2023  
**Reference:** Economic Development and Planning  
**Dual Reference:** Ways and Means  
**Initiative:** EDP 6

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO PAYMENT IN LIEU OF TAXES AGREEMENTS WITH DEVELOPERS OR OWNERS OF QUALIFYING ALTERNATIVE ENERGY SYSTEMS

**Purpose and General Idea:**

Provides Authorization to Enter into Solar Payment-in-Lieu-of-Taxes (PILOT) Agreements with Princetown Solar 1, LLC and Rotterdam renewables, LLC

**Summary of Specific Provisions:**

Authorization to enter into solar payment-in-lieu-of-taxes (PILOT) agreements with two entities; Princetown Solar 1, LLC and Rotterdam renewables, LLC. The first involves Princetown Solar 1, LLC, which is proposing a 5-megawatt installation at 248 Kelley Station Road in Princetown. New revenue amounts of \$120,000 are estimated under the proposed fifteen (15) year PILOT, which is adjusted for inflation. The other agreement would be with Rotterdam renewables, LLC which is proposing a 5.06-megawatt installation at 1827 Putnam Road in Rotterdam. This proposed PILOT is also adjusted for inflation and is anticipated to generate \$93,000 in new revenue

**Effects Upon Present Law:**

None.

**Justification:**

Ray Gillen, Commissioner of Economic Development and Planning, and David Hogencamp, Metroplex Project Director, stated that solar energy generating projects proposed in Schenectady County are required to notify and negotiate a payment-in-lieu-of-taxes (PILOT) with local taxing jurisdictions. The PILOTS can be negotiated directly through Metroplex and Industrial Development Agency or per NYS Real Property Tax Law 487, through the jurisdiction. In either case, Metroplex has conducted extensive research on solar projects throughout New York State and coordinates to maximize the PILOT value for the County.

**Sponsor:** Legislator Hughes

**Co-Sponsor:**



# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Ray Gillen, Commissioner of Economic Development and Planning  
David Hogenkamp, Metroplex Project Director

**Date:** March 31, 2023

**Re:** Authorization to Enter into Solar Payment-in-Lieu-of-Taxes (PILOT) Agreements with Princetown Solar 1 LLC and Rotterdam Renewables, LLC

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Attached is a memorandum from Ray Gillen, Commissioner of Economic Development and Planning, and David Hogenkamp, Metroplex Project Director, requesting authorization to enter into solar payment-in-lieu-of-taxes agreements with two entities: Princetown Solar 1 LLC and Rotterdam Renewables, LLC.

The first involves Princetown Solar 1 LLC, which is proposing a 5-megawatt installation at 248 Kelley Station Road in Princetown. New revenue amounts of \$120,000 are estimated under the proposed fifteen-year PILOT, which is adjusted for inflation.

The other agreement would be with Rotterdam Renewables, LLC, which is proposing a 5.06-megawatt installation at 1827 Putnam Road in Rotterdam. This proposed PILOT is also adjusted for inflation and is anticipated to generate \$93,000 in new revenue.

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:** Roty Fluman  
**From:** Ray Gillen, David Hogenkamp  
**Date:** March 21, 2023  
**Re:** Solar Payment-in-Lieu-of- Taxes (PILOT): Princetown Solar 1 LLC, Rotterdam Renewables, LLC

Solar energy generating projects proposed in Schenectady County are required to notify and negotiate a Payment-in-Lieu-of- Taxes agreement (PILOT) with local taxing jurisdictions. The PILOTS can be negotiated directly through Metroplex and the Industrial Development Agency or per New York State Real Property Tax Law §487, through the jurisdiction. In either case, Metroplex has conducted extensive research of solar projects throughout New York State and coordinates to maximize the PILOT value for the County.

There are two proposed projects that have elected to move forward with PILOTS per Real Property Tax Law §487 that requires approval by the Legislature to allow the County to enter into the agreement.

Princetown Solar 1 LLC, an entity of New Leaf Solar, is proposing a 5-megawatt installation at 248 Kelley Station Road, Town of Princetown. The proposed fifteen-year PILOT adjusts for inflation and is anticipated to generate new revenue of approximately \$120,000 for the County. The developer has also signed a Host Benefit Agreement with the Town of Princetown to generate new revenue for the Town.

Rotterdam Renewables, LLC, an entity of Nexamp is proposing a 5.06-megawatt installation at 1827 Putnam Road, Town of Rotterdam. The proposed PILOT adjusts for inflation and is anticipated to generate new revenue of approximately \$93,000 for the County. The Town of Rotterdam and Schalmont Central School District are also participating with a PILOT ensuring that the project is paying the fair taxable value for the project.

**Memo – Solar Payment-in-Lieu-of- Taxes (PILOT): Princetown Solar 1 LLC, Rotterdam  
Renewables, LLC  
March 21, 2023  
Page 2**

**With all solar projects, the local towns have the right and responsibility to review proposals and projects only move forward if they have received local land use approvals. The approval by the County to enter into PILOT agreements does not impact the rights of the towns to approve or deny any project and the additional PILOT revenue is only received if a project is approved and built.**

**Please let me know if you have any questions or concerns.**

---

**PAYMENT IN LIEU OF TAXES AGREEMENT**

**FOR SOLAR ENERGY SYSTEMS**

among

**Schenectady County, New York**

and

**Rotterdam Renewables, LLC**

Dated as of \_\_\_\_\_, 2023

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**RELATING TO THE PREMISES LOCATED AT  
1827 PUTNAM ROAD, ROTTERDAM, NY 12306 (NY TAX ID: 47.-2-19.1)  
IN THE TOWN OF ROTTERDAM, COUNTY OF SCHENECTADY, STATE OF NEW YORK**

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PAYMENT IN LIEU OF TAXES AGREEMENT

FOR SOLAR ENERGY SYSTEM PURSUANT TO REAL PROPERTY TAX LAW §487

**THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY** ("Agreement"), effective as of the date on the cover page, above, by and between, Rotterdam Renewables, LLC a Delaware Limited Liability Company, with a principal place of business located at 101 Summer Street, Floor 2, Boston, MA (the "Company") and the Schenectady County (the "County"), with a principal place of business at 620 State Street, 3<sup>rd</sup> Floor, New York 12306.

The County may at times hereinafter be referred to as the "Taxing Jurisdiction." The Company and County are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

**RECITALS**

WHEREAS, Company has submitted a Notice of Intent to the County that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487(1)(b) with an expected nameplate capacity ("Capacity") of approximately 5 Megawatts AC, as measured at the inverter (herein the "Project") on a parcel of land located within the Town of Rotterdam at 1827 Putnam Road, Rotterdam, NY (NY Tax ID: 147.-2-19.1) (herein the "Property"); and

WHEREAS, pursuant to RPTL 487(9)(a), the County has indicated its intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Company, under which the Company (or any successor owner of the Project) will be required to make annual payments to the County for each year during the term of this Agreement; and

WHEREAS, upon completion of the project, the Company will submit to the Assessor for the Town of Rotterdam, a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems with respect to the Project, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the assessed value of the Property will remain on the taxable portion of the assessment roll with the value of the exemption with respect to the Project, computed pursuant to subdivision two of section 487 of the Real Property Tax Law and identified in a separate tax-exempt column of such tax rolls whereby the Company will be exempt from any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project; and

WHEREAS, the County will take reasonable action, as needed, to provide documentation and acknowledgment to the Town assessor that the Project is exempt from taxation under RPTL 487 as of the applicable tax status day.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Company hereby represents, warrants, and covenants that, as of the date of

this Agreement:

i. The Company is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

ii. All necessary action has been taken to authorize the Company's execution, delivery, and performance of this Agreement and this Agreement constitutes the Company's legal, valid, and binding obligation enforceable against it in accordance with its terms.

iii. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Company's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Company is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Company's properties or assets are bound.

iv. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Company, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Company's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The County hereby represents, warrants, and covenants that, as of the date of this Agreement:

i. The County is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement;

ii. All necessary action has been taken to authorize the Counties execution, delivery, and performance of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation enforceable against it in accordance with its terms; and

iii. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as has been duly or will be obtained or made.

iv. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the

County, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Counties ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

- v. As of the time of filing of Real Property Tax Exemption Form (RP 487) by the Company for the Project, the County will have taken all action necessary to cause the RPTL Section 487 exemption to be available for the Project.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) **Tax-Exempt Status of the Project Facility.** It is the intent of the Parties that, pursuant to RPTL 487, the Project shall be identified as exempt upon the assessment rolls of the Town of Rotterdam. A Real Property Tax Exemption Form (RP 487) has or will be filed by the Company with the Town Assessor. Upon acceptance by the Assessor, the Project shall be eligible for an exemption pursuant to RPTL Section 487, which shall render the Project exempt from real property taxes otherwise payable to the County.

(b) **Company agrees to make annual payments to the County in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years in the amounts and at the times set forth in Exhibit A to this Agreement ("Annual Payments").** Such Annual Payment will not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year period of Annual Payments shall begin with the first applicable tax year of the Taxing Jurisdiction following the taxable status date (July 1 of such year) for which a Real Property Tax Exemption Form (RP-487) was filed with the assessor (the "Commencement Date") and shall end with the fifteenth fiscal year following such fiscal year the exemption first became effective. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by the Company during the term of this Agreement is listed in Exhibit A; actual payments will be determined according to Section 3 of this Agreement.

(c) **The Company agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Counties tax rate, and the County agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Counties tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.**

3. Change in Capacity at Mechanical Completion; Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 5 Megawatts AC on the date when the Project is mechanically complete and Company has commenced production of electricity, the Annual Payments will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion; Adjustments to Payments. If after the Completion Date, but during the Term of this Agreement, the Capacity is increased as a result of the replacement or upgrade of equipment or property or decreased as a result of the partial removal or retirement of existing Project equipment or property, which replacement property has lower capacity output capability, the Annual Payments shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.



5. Payment Collection.

The County will issue an annual bill to the Company at:

Rotterdam Renewables, LLC  
101 Summer Street, Floor 2  
Boston, MA 02110  
Attn: Dallas Manson

Each Annual Payment will be paid to the County on or before February 1 of each year for the term of this Agreement in accordance with Exhibit A of this Agreement; and the payment amount and payment date will be noted on an annual bill issued by the County to the Company, provided that any failure of the County to issue such a bill shall not relieve Company of its obligation to make timely payments under this section.

Payments to the County shall be made payable Schenectady County and mailed to:

Schenectady County  
620 State Street, 3<sup>rd</sup> Floor  
Schenectady, NY  
Attn: Commissioner Ray Gillen

6. Late Payment. All PILOT Payments are due on or before the Annual Payment date set forth in Exhibit A. Annual Payments not made to the County prior to or on the Payment Due Date shall be subject to the same interest and penalties as unpaid real property taxes.

7. Transfer or Assignment. This Agreement may not be assigned or transferred by Company without the prior written consent of the County and such consent may not be unreasonably withheld, conditioned, or delayed. Company may, without the advance written consent of the County, assign its obligations under this Agreement to (A) an affiliate of Company or (B) to an institutional lender providing financing to Company for the construction, operation and/or maintenance of the Project. If Company is permitted to otherwise assign this Agreement with the advance written consent of the County, Company shall be released from all obligations under this Agreement upon assumption thereof by the assignee, provided that Company, as a condition of such assignment or transfer and to the reasonable satisfaction of the County, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment or transfer, and the assignee agrees in writing to accept all obligations of the Company. Any assignment or transfer in violation of this Agreement shall be null and void.

8. Removal. The Company shall secure a bond sufficient with the municipality to cover the expense of the removal of the Project at the conclusion of the Project's operations.

9. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

10. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time-to-time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement.

11. Notices. All notices under this Agreement shall be in writing and will be deemed delivered upon the next business day after being deposited with a nationally recognized overnight courier service, or the second business day after being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Company:

Rotterdam Renewables, LLC  
101 Summer Street, Floor 2  
Boston, MA 02110  
Attn: Dallas Manson

If to the County:

Schenectady County  
620 State Street, 3<sup>rd</sup> Floor  
Schenectady, NY  
Attn: Commissioner Ray Gillen

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

12. Termination Rights of the Company. Company may terminate this Agreement at any time by notice to the County. Upon receipt of the notice of termination, the Project shall be identified as the taxable on the tax roll effective on the next taxable status date of the County, provided such date is not less than one hundred and twenty (120) days prior to such taxable status date. The Company shall be liable for all PILOT payments due hereunder in the year of termination, except that if Company is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Company is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Right of County. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement on sixty (60) days written notice to Company if:

(a) Company fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdictions within the 60-day notice period; or

(b) The Company has filed or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent.

14. Maintenance and Repair. The Company shall maintain the Project and the Property in good repair and condition during the Term of this Agreement.

15. Miscellaneous.

(a) Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the County, the Company and their respective successors and assigns.

- (b) Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Company and the County each consent to the jurisdiction of the New York Courts, Schenectady County. In the event of any litigation arising under or in connection with this Lease, proper venue shall be Schenectady County, New York.
- (c) Damage or Destruction. In the event that all or substantially all of the Project shall be damaged or destroyed as of the taxable status date, then the PILOT Payments for such tax year shall not exceed such amount as would result from taxes levied on the Project (as damaged or destroyed).
- (d) No Waiver. The failure or delay of either Party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any election contained herein, shall not be construed as a waiver or relinquishment at the time for the future of the performance of such one or more obligations of this Agreement or of the right to exercise such election.
- (e) Entire Agreement. The Parties agree that this is the entire Agreement between them with respect to payments in lieu of taxes for the Project. This Agreement may not be amended or modified except in writing and executed by both Parties.
- (f) Severability. If any provision of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such provision so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.
- (g) Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- (h) Filing. The Company shall file copies of this Agreement within thirty (30) days after the execution hereof by the Parties with the New York State Office of Real Property Tax Services and the Assessor for the Town of Rotterdam.
- (i) Recitals. The recitals set forth in the beginning of this Agreement are hereby incorporated by reference.

(Remainder of page intentionally left blank)

**[Signature Page to Payment-in-Lieu-of-Taxes Agreement]**

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals

**ROTTERDAM RENEWABLES, LLC**

**By:**

**Name:**

**Title:**

**SCHENECTADY COUNTY**

**By:** \_\_\_\_\_

**Name:**

**Title:**

EXHIBIT A

<b>Operating Year</b>	<b>Tax Year</b>	<b>Payment Amount</b>
Year 1	2024-2025	\$5,398.31
Year 2	2025-2026	\$5,506.27
Year 3	2026-2027	\$5,616.40
Year 4	2027-2028	\$5,728.73
Year 5	2028-2029	\$5,843.30
Year 6	2029-2030	\$5,960.17
Year 7	2030-2031	\$6,079.37
Year 8	2031-2032	\$6,200.96
Year 9	2032-2033	\$6,324.98
Year 10	2033-2034	\$6,451.48
Year 11	2034-2035	\$6,580.51
Year 12	2035-2036	\$6,712.12
Year 13	2036-2037	\$6,846.36
Year 14	2037-2038	\$6,983.29
Year 15	2038-2039	\$7,122.95
<b>Total</b>		<b>\$93,355.18</b>

EXHIBIT B

(Authorizing Resolutions)

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**PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS**

**between**

Schenectady County

**and**

Princtown Solar 1, LLC

Dated as of \_\_\_\_\_, 2023

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**RELATING TO THE PREMISES LOCATED 248 KELLEY  
STATION, DUANESBURG, NEW YORK 12056 (TAX MAP 56.00-  
1-20.11)**



PAYMENT IN LIEU OF TAXES AGREEMENT  
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

**THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY**, effective as of the date on the cover page, above, by and between Princetown Solar 1, LLC (the "Owner"), with a principal place of business located at 282 Century Place, Suite #2000, Louisville, CO 80027; and

Schenectady County, New York, a municipal corporation duly established with a principal place of business at 620 State Street, Schenectady, NY 12305 (the "County").

The County is herein referred to as the "Taxing Jurisdiction." Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a "Solar Energy System" as defined in New York Real Property Tax Law ("RPTL") Section 487 (1)(b) with an expected nameplate capacity ("Capacity") of approximately Five (5) Megawatts AC (herein the "Project") on a parcel of land located at 248 Kelley Station Road, Duaneburg, New York 12056 and identified as SBL # 56.00-1-20.11, as described in Exhibit A (herein the "Property"); and;

WHEREAS, the Taxing Jurisdiction have not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated their intent to require a Payment in Lieu of Taxes ("PILOT") Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the Assessor responsible for the Taxing Jurisdiction a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represent, warrant, and covenant that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and have full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdiction execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. No governmental approval by or with any government authority is required for the valid

execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption: Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of \$6,462.24 (the "Annual Payments"). Thereafter, the Annual Payments will escalate in the amount of three percent (3%) per year. Based on the Capacity of 5.0 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdictions agree that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 5.0 Megawatts AC for the Solar Energy System on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or

upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection.

Payments for the County shall be made payable to Schenectady County and mailed to the Schenectady County, c/o \_\_\_\_\_, located at 620 State Street, Schenectady, NY 12305, and are due no later than January 15<sup>th</sup> each year, on or after the Commencement Date.

Commented [PRT]: County - please add whom the PILOT payments should be addressed to

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdictions in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agree that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agree that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice: Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations

established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. **Additional Documentation and Actions.** Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

10. **Notices.** All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Princeton Solar 1, LLC  
282 Century Place  
Suite #2000  
Louisville, CO 80027  
Attn: \_\_\_\_\_

If to the Taxing Jurisdiction:

Schenectady County  
620 State Street  
Schenectady, NY 12305  
Attn: \_\_\_\_\_

Commented [PR2]: County - please add the contact for PILOT-related notices and correspondence

Any such addresses for the giving of notices may be changed by any Party by giving written notice as provided above to the other Parties. Notice given by counsel to a Party shall be effective as notice from such Party.

11. **Applicable Law.** This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. **Termination Rights of the Owner.** Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of

termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

14. Remedies: Waiver And Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this

Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

**Schenectady County**

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Princetown Solar 1, LLC**

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



EXHIBIT A

**Description of Land**

**EXHIBIT B**

**\*payments based on a system with a capacity of 5.0 Megawatts AC**

<b>Year</b>	<b>County</b>
1	\$6,462.24
2	\$6,656.11
3	\$6,855.79
4	\$7,061.46
5	\$7,273.31
6	\$7,491.51
7	\$7,716.25
8	\$7,947.74
9	\$8,186.17
10	\$8,431.76
11	\$8,684.71
12	\$8,945.25
13	\$9,213.61
14	\$9,490.02
15	\$9,774.72

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Economic Development and Planning  
**Dual Reference:** Ways and Means  
**Initiative:** EDP 7

**Title of Proposed Resolution:**

A RESOLUTION CREATING AND ELIMINATING CERTAIN POSITIONS AT THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

**Purpose and General Idea:**

Provides Authorization to Create and Eliminate Positions in the Department of Economic Development and Planning.

**Summary of Specific Provisions:**

Authorization to eliminate the position of Planner 1 (CSEA Grade 18) and create the position of Senior Planner (CSEA Grade 20) in the Department of Economic Development and Planning.

**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 Economic Development and Planning.

Establish and Increase Appropriation Code By:

A518020.111	Personnel Services	Senior Planner	\$73,798
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Reduce Appropriation Code By:

A518020.111	Personnel Services	Planner I	\$66,210
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Ray Gillen, Commissioner of Economic Development, indicates Promoting the current Planner I to Senior Planner the incumbent would fill the vacant senior planner position whose duties would be more effective at managing the increased workload of the department. The budget amendment would result in an \$11,244 increase.

**Sponsor:** Legislator Hughes

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Ray Gillen, Commissioner of Economic Development and Planning  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** March 31, 2023

**RE:** Authorization to Eliminate and Create Positions in the Department of Economic Development and Planning

---

Attached is a memorandum from Ray Gillen, Commissioner of Economic Development and Planning, requesting authorization to eliminate the position of Planner 1 (CSEA Grade 18) and create the position of Senior Planner (CSEA Grade 20). As Mr. Gillen indicates, a Senior Planner would be more effective at managing the increased workload of the department.

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*  
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  
**Date:** March 21, 2023  
**Re:** Pre-Agenda Item for April meeting

---

We are requesting approval at the April meeting of the County Legislature to fill a vacant position of Senior Planner. This position would be filled by promoting a Planner I to the Senior Planner position.

In recent years, the Department of Economic Development has been reduced in staff to 3 positions and one part-time clerical assistant. This has provided considerable savings to the County due the effectiveness of the unified economic development team approach.

However, to deal with increased workload, we would like to promote the current Planner I position incumbent to the vacant Senior Planner position. A corresponding change to the Department's budget would need to be made but given the reduction in costs from economic development consolidation and the effectiveness of our unified approach to economic development we believe this increase is justified. We understand that the requested budget amendment would amount to \$11,244.

Please let me know if you need additional information.

cc: J. Falotico, J. McQueen

County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 27, 2023

**SUBJECT:** Budget Amendment - Department of Economic Development and Planning  
Creation and Elimination 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 Economic Development and Planning.

Establish and Increase Appropriation Code By:

A518020.111	Personnel Services	Senior Planner	<u>\$73,798</u>
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Reduce Appropriation Code By:

A518020.111	Personnel Services	Planner I	<u>\$66,210</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: March 29, 2023**

**Re: Elimination and Creation of Positions in the Department of Economic  
Development and Planning**

---

**The Department of Economic Development and Planning has requested the elimination of the position Planner I and the creation of the position Senior Planner.**

**I recommend the creation of the position Senior Planner at a CSEA Grade 20.**

**No further action is needed to be taken by the Civil Service Commission.**

**Thank you.**





# 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: March 31, 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, April 3, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EL	1 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR EQUIPMENT PURCHASES AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Pratt	
EL	2 A RESOLUTION CREATING AND ELIMINATING CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Pratt	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Education and Libraries  
**Dual Reference:** Ways and Means  
**Initiative:** EL 1

**Title of Proposed Resolution:**

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR EQUIPMENT PURCHASES AT THE SCHENECTADY COUNTY PUBLIC LIBRARY

**Purpose and General Idea:**

Provides Authorization to Amend the 2023 Capital Budget for the Replacement of Equipment at the Library.

**Summary of Specific Provisions:**

Authorization to amend the 2023 Capital Budget in the amount of \$195,000 for the replacement of equipment that has reached the end of their life and service.

**Effects Upon Present Law:**

The Schenectady County Department of Finance provides the following amendment to an existing project from the County's 2020 Capital Budget to replace the automated materials handling unit, self-check kiosks, and RFID security systems technology in the Schenectady County Public Library.

**CAPITAL BUDGET**

Amend Capital Project 7410200051

Increase Appropriation Code By:

H547410.401000	Library – Capital Projects Contractual	\$195,000
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Increase Revenue Codes By:

H93333.5710	Obligation Serial Bonds	\$195,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**Justification:**

Charity Thorne, Executive Director of Library Operations, indicates that this amendment was originally part of a two-phase capital project that began in 2020, with the second phase expected to be performed in 2021. However, the pandemic and other supply chain issues delayed this second phase and significantly increased the cost over the budgeted amount.

**Sponsor: Legislator Pratt**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Charity Thorne, Executive Director of Library Operations  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**Re:** Authorization to Amend the 2023 Capital Budget for the Replacement of  
Equipment at the Library

---

Attached is a memorandum from Charity Thorne, Executive Director of Library Operations, requesting authorization to amend the 2023 Capital Budget in the amount of \$195,000 for the replacement of equipment that have reached their end of life and service. This was originally part of a two-phase capital project that began in 2020, with the second phase expected to be performed in 2021. As Ms. Thorne indicates, however, the pandemic and other supply chain issues delayed this second phase and significantly increased costs over the budgeted amount.

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

I recommend your approval.



## Memo

**Date:** March 17, 2023

**To:** Rory Fluman, County Manager

**From:** Charity Thorne, Executive Director of Schenectady County Public Library

**Re:** Capital Budget Amendment Request

**Request:** Fund Phase 2 of 2020 Capital Project to replace end of life equipment.

**Cost:** \$195,000.

**Justification:** The library submitted a capital budget request in 2020 for the replacement of the Automated Materials Handling Unit (AMH), self-check kiosks and RFID security systems technology due to the Windows operating system no longer being supported, and the equipment reaching both end of life and end of service. Schenectady County Legislature adopted the 2020-2025 capital improvement plan for the refresh in a two-phased process. \$145k was funded in 2020, and, under normal circumstances, the remainder would have been funded in 2021. Fast-forwarded to 2022 with recovery from the pandemic underway, supply chain obstacles and increased costs we requoted the project to determine if a budget amendment was needed. It has come to light that the second phase of the project was not funded due to the unprecedented times related to the pandemic. There has been a cost increase in the interim and this request reflects those increased costs.

County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 28, 2023  
**SUBJECT:** Capital Budget Amendment – Phase 2 – Replacement of Library Equipment

The Schenectady County Department of Finance provides the following amendment to an existing project from the County's 2020 Capital Budget to replace the automated materials handling unit, self-check kiosks, and RFID security systems technology in the Schenectady County Public Library.

## CAPITAL BUDGET

### Amend Capital Project 7410200051

#### Increase Appropriation Code By:

H547410.401000	Library – Capital Projects Contractual	<u>\$195,000</u>
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#### Increase Revenue Codes By:

H93333.5710	Obligation Serial Bonds	<u>\$195,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

LEGISLATIVE INITIATIVE FORM

**Date:** 3/31/2023  
**Reference:** Education and Libraries  
**Dual Reference:** Ways and Means  
**Initiative:** EL 2

**Title of Proposed Resolution:**

A RESOLUTION CREATING AND ELIMINATING CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY

**Purpose and General Idea:**

Provides Authorization to Eliminate and Create Positions at the Library.

**Summary of Specific Provisions:**

Authorization to eliminate the positions of Librarian II (RTF 4253-22) and a part-time Page and create two (2) positions of Librarian I (RTF 4396-22).

**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 Schenectady County Public Library.

Establish and Increase Appropriation Code By:

L517410.111	Personnel Services - Librarian I	\$ 56,617
L517410.111	Personnel Services - Librarian I	\$ 56,617
L589060.80080	Hospital and Medical Insurance	\$19,815.95

Reduce Appropriation Code By:

L517410.111	Personnel Services - Librarian II	\$ 62,724
L517410.112	Hourly Rated Wages	\$70,325.95

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

**Justification:**

Charity Thorne, Executive Director of Library Operations, indicates that these changes would address the recruitment challenges faced by the library. It will also allow the library to move away from being reliant on substitute staff members and prioritize customer services, as well as having experienced individuals cover the service desk. This will be a cost savings of \$6,107

**Sponsor: Legislator Pratt**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Charity Thorne, Executive Director of Library Operations  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** March 31, 2023

**RE:** Authorization to Eliminate and Create Positions at the Library

---

Attached is a memorandum from Charity Thorne, Executive Director of Library Operations, requesting authorization to eliminate the positions of Librarian II and part-time Page and create two (2) positions of Librarian I (CSEA Grade 15). These changes would address recruitment challenges faced by the Library. As Ms. Thorne indicates, it will also allow the Library to move away from being reliant on substitute staff members and prioritizes customer service, as well as having experienced individuals cover service desks.

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.





# Memo

**Date:** March 17, 2023

**To:** Rory Fluman, County Manager

**From:** Charity Thorne, Executive Director of Schenectady County Public Library

**Re:** Budget Amendment Requests

**Request 1:** Convert full-time Librarian II position (RTF 4253-22) into full-time Librarian I position.

**Cost savings:** \$6,107 (difference between starting salaries)

**Justification:** As is true with many libraries in today's employment climate, we are finding it easier to recruit for entry level positions and the responsibilities we are looking for someone to cover can be performed at the Librarian I level. We are currently canvassing for Librarian I and have a strong list of candidates, including one internal candidate with several years of library experience who recently received their degree and is eligible.

**Request 2:** Add full-time Librarian I position.

**Cost:** The position cost would be partially funded from the savings from request 1 along with reallocation of funds from our hourly wages account, including a currently vacant part-time page position we're proposing to eliminate from our (RTF 4396-22, \$14,113).

**Justification:** Currently we are heavily reliant on substitutes to help cover our service desks and keep our buildings safely staffed with a minimum of two employees on duty at all times. The addition of a full-time Librarian I position will allow us to have a consistent, well-trained and experienced professional able to assist in desk coverage along with programming, outreach and collections management, thus improving customer service and library services reliability.

**Proposed additional full-time Librarian I**

Salary (Step 1, Grade 1)	\$ 56,617.00
Estimated hospital and medical benefits (35%)	\$ 19,815.95
Salary plus benefits	\$ 76,432.95
Cost savings from Librarian II to Librarian I conversion	\$ 6,107.00
Transfer from hourly wages account to Personnel Services	\$ 50,510.00
Transfer from hourly wages account to Hospital & Medical	\$ 19,815.95

County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 27, 2023  
**SUBJECT:** Budget Amendment – Schenectady County Public Library  
Creation and Elimination 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 Schenectady County Public Library.

Establish and Increase Appropriation Code By:

L517410.111	Personnel Services - Librarian I	<u>\$56,617</u>
L517410.111	Personnel Services - Librarian I	<u>\$56,617</u>
L589060.80080	Hospital and Medical Insurance	<u>\$19,815.95</u>

Reduce Appropriation Code By:

L517410.111	Personnel Services - Librarian II	<u>\$62,724</u>
L517410.112	Hourly Rated Wages	<u>\$70,325.95</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: March 29, 2023**

**Re: Elimination and Creation of Positions in the County Library System**

---

**The Schenectady County Library System has requested the elimination of the position Librarian II and the creation of two (2) Librarian I positions.**

**I recommend the creation of the Librarian I positions at a CSEA Grade 15.**

**No further action is needed to be taken by the Civil Service Commission.**

**Thank you.**



# 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: March 31, 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, April 3, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
HHHS	8 A RESOLUTION ACCEPTING MONIES FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION REGARDING FUNDING FOR INITIATIVES IN RESPONSE TO COVID-19	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

**Date:** 3/31/2023  
**Reference:** Health, Housing and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 8

**Title of Proposed Resolution:**

A RESOLUTION ACCEPTING MONIES FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION REGARDING FUNDING FOR INITIATIVES IN RESPONSE TO COVID-19

**Purpose and General Idea:**

Provides authorization to accept funding from the Centers for Disease Control and Prevention's COVID-19 Community Health Worker Grant and to Amend the 2023 Operating Budget.

**Summary of Specific Provisions:**

Authorizes the acceptance of additional funding in the amount of \$149,944 from the Centers for Disease Control and Prevention's COVID-19 Grant. The CDC originally offered the Schenectady Public Health Department \$599,777 in 2021 which was to be spent over a three year period. This funding came from the Centers for Disease Control and Prevention's COVID-19 Grant to continue to respond to COVID-19, the grant period is from August 31, 2021, through August 30, 2024.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate additional grant funding from the Centers for Disease Control and Prevention for the Community Health Worker Grant in Schenectady County Public Health Services.

Increase Revenue Code By:

A44012.440149	CREATES Community Health Workers	\$203,440
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Increase Appropriation Code By:

A544012.415197	CREATES Community Health Workers	\$203,440
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Keith Brown, Director of Public Health, indicates that most of this additional funding will be used for the County Opioid Treatment Program. In addition, Mr. Brown is seeking to carry over funds from year 1 of this to year 2, necessitating an amendment to the Department's 2023 Operating Budget. This is in response to the delays in procuring a subcontractor for the grant in year 1 resulting in underspending of funds.

**Sponsor:** Legislator Ostrelch

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



RORY FLUMAN  
COUNTY MANAGER

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

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

---

**To:** Honorable Chairperson and Members of the Legislature

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

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Keith Brown, Director of Public Health  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**RE:** Authorization to Accept Additional Funding from the Centers of Disease Control and Prevention's COVID-19 Community Health Worker Grant and to Amend the 2023 Operating Budget

---

Attached is a memorandum from Keith Brown, Director of Public Health, requesting authorization to accept an additional funding from the Centers of Disease Control and Prevention's (CDC) COVID-19 Community Health Worker Grant. In 2021, the CDC originally awarded the County \$599,777 which was to be spent over a three-year period starting August 31, 2021 and ending August 30, 2024. The CDC, however, has recently offered the Public Health Department with an additional \$149,944. As Mr. Brown indicates, most of this additional funding will be used for the County's Opioid Treatment Program.

In addition, Mr. Brown is seeking to carry over funds from Year 1 of this grant to Year 2, necessitating an amendment to the Department's 2023 Operating Budget. This is in response to delays in procuring a subcontractor for the grant in Year 1, resulting in the underspending of funds.

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

I recommend your approval.

County of Schenectady  
620 State Street, 3<sup>rd</sup> 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 *JK*

**DATE:** March 30, 2023

**SUBJECT:** Budget Amendment – Centers for Disease Control and Prevention –  
Community Health Worker Grant – Schenectady County Public Health Services

---

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate additional grant funding from the Centers for Disease Control and Prevention for the Community Health Worker Grant in Schenectady County Public Health Services.

Increase Revenue Code By:

A44012.440149	CREATES Community Health Workers	<u>\$203,440</u>
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Increase Appropriation Code By:

A544012.415197	CREATES Community Health Workers	<u>\$203,440</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



**SCHENECTADY COUNTY PUBLIC HEALTH SERVICES**  
**INTER-OFFICE MEMO**  
**2023**

**TO:** *Rory Fluman, County Manager*  
**From:** *Keith Brown, Public Health Director*  
**RE:** *Legislative Action*  
*Requesting Legislative approval to increase expense account for Centers for Disease Control and Prevention (CDC) COVID-19 Community Health Worker grant*  
**Copies:** *Shane Bargo, Deputy County Manager*  
*Jaclyn Falotico, Commissioner of Finance*  
*Kim Scheuer, Deputy Commissioner of Finance*  
**Date:** *March 27, 2023*

---

Dear Rory,

As you're aware, Schenectady County Public Health Services (SCPHS) has been awarded a grant from the Centers for Disease Control and Prevention (CDC) in the amount of \$599,777 per year for three years to integrate Community Health Workers into organizations and care teams to continue to respond to COVID-19. This grant started August 31, 2021 and ends August 30, 2024.

SCPHS is requesting an increase in the expense account for this grant. There are two reasons for this request:

1. SCPHS and our subcontractor started on this project about 6 months into the first year (due to the time it takes to create a subcontract and then hire staff). This delay resulted in being underspent in the year 1 funds. CDC allows for carryover, and we carried over \$203,141.60 to continue spending in year 2. Some of these carryover funds are from SCPHS salaries in year 1, that are already accounted for in the year 2 grant budget, allowing SCPHS to use these in OTPS.
2. CDC is offering SCPHS an additional 25% grant funds (\$149,944) in year 3 (August 31, 2023-August 30, 2024) for a new award total of \$749,721 in year 3 (\$610,319 is allocated to OTPS). We will use most of this funding in the OTPS line (for the subcontractor) and thus we have a need to increase the expense account to account for 4 months of the OTPS of the year 3 budget.

I am requesting Legislative approval to increase the expense account by \$203,440 to account for the additions listed above.

Expense account: A544012.415197

Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH  
Public Health Director



**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: March 31, 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, April 3, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
PFTI	8 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE SCHENECTADY COUNTY CORRECTIONAL FACILITY	Legislator Patierne	
PFTI	9 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR INTERIOR IMPROVEMENTS AT THE KAREN B. JOHNSON BRANCH LIBRARY BUILDING	Legislator Patierne	
PFTI	10 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR ENVIRONMENTAL REMEDIATION OF CERTAIN COUNTY-OWNED REAL PROPERTY	Legislator Patierne	

Item	Title	Sponsor	Co-Sponsors
PFTI	11 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE FLEX-POD HANGAR PROJECT AT THE SCHENECTADY COUNTY AIRPORT	Legislator Patierne	
PFTI	12 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR THE PURCHASE OF VARIOUS VEHICLES BY THE DEPARTMENT OF PUBLIC WORKS	Legislator Patierne	
PFTI	13 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR THE PURCHASE OF A TRUCK BY THE DEPARTMENT OF PUBLIC WORKS	Legislator Patierne	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:** Ways and Means  
**Initiative:** PFTI 8

**Title of Proposed Resolution:**

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE SCHENECTADY COUNTY CORRECTIONAL FACILITY

**Purpose and General Idea:**

Provides Authorization to Amend the 2023 Capital Budget for the Correctional Facility Sewer Sump Pump Station.

**Summary of Specific Provisions:**

Authorization to amend the 2023 Capital Budget in the amount of \$73,100.00 to accommodate the Correctional Facility Sewer Sump Pump Station Project.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Capital Budget to accommodate increased expenses to complete the Correctional Facility Sewer Pump System project.

**CAPITAL BUDGET**

Amend Capital Project 3150230013 – Jail Sanitary Sewer Grinder Pump

Increase Revenue String By:

H93333.5710	Serial Bonds	\$73,100
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Increase Expense String By:

H543150.401000	Jail Sanitary Sewer Grinder Pump	\$73,100
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Stephen Luciano, Director of Public Facilities, and Scott Tomlinson, Facilities Engineer, indicated that while this project was included in the 2023 capital budget the lowest bid received was over the department's allotted budget of \$200,000. This project includes the installation of multiple grinder pump systems that prevent large waste and debris from the County Correctional Facility from entering the City's sewer system.

**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  
Stephen Luciano, Director of Facilities  
Scott Tomlinson, Facilities Engineer  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**Re:** Authorization to Amend the 2023 Capital Budget for the Correctional Facility Sewer Pump Station Project

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Attached is a memorandum from Stephen Luciano, Director of Facilities, and Scott Tomlinson, Facilities Engineer, requesting authorization to amend the 2023 Capital Budget in the amount of \$73,100 to accommodate the Correctional Facility Sewer Pump Station Project. This project includes the installation of a multiple grinder pump system that would prevent large waste debris from the correctional facility from entering the City's sewer system. While this project is included in the Capital Budget, the lowest bid received by the Facilities Department is over the project's budgeted allotment.

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

I recommend your approval.

COUNTY *of* SCHENECTADY  
INTER-DEPARTMENT

# MEMORANDUM

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**To:** Rory Fluman, County Manager  
Jaclyn Falotico, Commissioner of Finance

**From:** Scott Tomlinson, Facilities Engineer  
Steve Luciano, Director of Facilities

**Date:** March 24th, 2023

**Subject:** Correctional Facility Sewer Pump Station

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On February 28<sup>th</sup>, 2023 bids were opened for the Correctional Facility Sewer Pump Station project which includes installation of a multiple grinder pump system that will prevent large waste debris from the facility from entering the City sewer system. The low bid was JH Maloy with a bid of \$248,000 over the current budget of \$200,000.

The Office of Facilities is requesting that the current capital budget (3150230013) be amended to add \$73,100 to cover the cost of this contract and the engineering design work.

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County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 30, 2023  
**SUBJECT:** Capital Budget Amendment – Correctional Facility Sewer Pump System Project

---

The Department of Finance provides the following amendment to the 2023 Capital Budget to accommodate increased expenses to complete the Correctional Facility Sewer Pump System project.

## CAPITAL BUDGET

### Amend Capital Project 3150230013 – Jail Sanitary Sewer Grinder Pump

#### Increase Revenue String By:

H93333.5710	Serial Bonds	<u>\$73,100</u>
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#### Increase Expense String By:

H543150.401000	Jail Sanitary Sewer Grinder Pump	<u>\$73,100</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



COUNTY *of* SCHENECTADY  
INTER-DEPARTMENT

# MEMORANDUM

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**To:** Rory Fluman, County Manager  
Jaclyn Falotico, Commissioner of Finance

**From:** Scott Tomlinson, Facilities Engineer  
Steve Luciano, Director of Facilities

**Date:** March 24th, 2023

**Subject:** Correctional Facility Sewer Pump Station

---

On February 28<sup>th</sup>, 2023 bids were opened for the Correctional Facility Sewer Pump Station project which includes installation of a multiple grinder pump system that will prevent large waste debris from the facility from entering the City sewer system. The low bid was JH Maloy with a bid of \$248,000 over the current budget of \$200,000.

The Office of Facilities is requesting that the current capital budget (3150230013) be amended to add \$73,100 to cover the cost of this contract and the engineering design work.

---

## LEGISLATIVE INITIATIVE FORM

**Date:** 3/31/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:** Ways and Means  
**Initiative:** PFTI 9

**Title of Proposed Resolution:**

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR INTERIOR IMPROVEMENTS AT THE KAREN B. JOHNSON BRANCH LIBRARY BUILDING

**Purpose and General Idea:**

Provides Authorization to Amend the 2023 Capital Budget for Interior Repairs to the Karen B. Johnson Library.

**Summary of Specific Provisions:**

Authorization to amend the 2023 Capital Budget in the amount of \$250,000 to accommodate necessary interior repairs to the Karen B. Johnson Library.

**Effects Upon Present Law:**

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to perform necessary interior repairs at the Karen B. Johnson Central Library.

CAPITAL BUDGET

Establish Capital Project 7410230077

Increase Appropriation Code By:

H547410.401000	Library – Capital Projects Contractual	\$250,000
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Increase Revenue Codes By:

H93333.5710	Obligation Serial Bonds	\$250.000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**Justification:**

Stephen Luciano, Director of Public Facilities, and Scott Tomlinson, Facilities Engineer, indicated that ongoing leaks at the KBJ Library have caused damage to the ceilings, floors, shelving, and electrical components. The roof replacement is currently being scheduled but repairs to the interior will not be covered by the capital funds for the roof replacement.

**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  
Stephen Luciano, Director of Facilities  
Scott Tomlinson, Facilities Engineer  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**Re:** Authorization to Amend the 2023 Capital Budget for Interior Repairs at the Karen B. Johnson Library

---

Attached is a memorandum from Stephen Luciano, Director of Facilities, and Scott Tomlinson, Facilities Engineer, requesting authorization to amend the 2023 Capital Budget in the amount of \$250,000 to accommodate interior repairs at the Karen B. Johnson Library. Leaks at the library, exacerbated by the recent winter storm's heavy snow and ice, have caused damage to the ceiling, floors, shelving, and electrical components in the library. As Mr. Luciano and Tomlinson indicate, a roof replacement project that will resolve this issue is already scheduled for this year, but it will not cover repairs to the Library's interior.

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

I recommend your approval.

COUNTY *of* SCHENECTADY  
INTER-DEPARTMENT

# MEMORANDUM

---

**To:** Rory Fluman, County Manager  
Jaclyn Falotico, Commissioner of Finance

**Cc:** Charity Thorne, Library Director

**From:** Scott Tomlinson, Facilities Engineer  
Steve Luciano, Director of Facilities

**Date:** March 16th, 2023

**Subject:** Karen B. Johnson Library Water Damage Repairs

---

Mr. Fluman,

The ongoing leaks at the Karen B. Johnson library have caused damage to the ceiling, floors, shelving and electrical components in the library. The roof replacement is currently being scheduled but the repairs to the interior will not be covered by the capital funds for the roof replacement.

The Office of Facilities is requesting to amend the 2023 capital budget to include \$250,000 to make these interior repairs as quick as possible.

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County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 28, 2023  
**SUBJECT:** Capital Budget Amendment – Karen B. Johnson Library Interior Repairs

---

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to perform necessary interior repairs at the Karen B. Johnson Central Library.

## CAPITAL BUDGET

### Establish Capital Project 7410230077

#### Increase Appropriation Code By:

HS47410.401000	Library – Capital Projects Contractual	<u>\$250,000</u>
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#### Increase Revenue Codes By:

H93333.5710	Obligation Serial Bonds	<u>\$250,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:** Ways and Means  
**Initiative:** PFTI 10

**Title of Proposed Resolution:**

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR ENVIRONMENTAL REMEDIATION OF CERTAIN COUNTY-OWNED REAL PROPERTY

**Purpose and General Idea:**

Provides Authorization to Amend the 2023 Capital Budget for the Former Trustco Building Remediation Project.

**Summary of Specific Provisions:**

Authorization to amend the 2023 Capital Budget in the amount of \$170,000 for the remediation of the former Trustco building located at 192 Erie Boulevard.

**Effects Upon Present Law:**

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to perform necessary environmental remediation work at the former Trustco Building located at 192 Erie Boulevard.

**CAPITAL BUDGET**

Establish Capital Project 1620230078

Increase Appropriation Code By:

H541620.401000	Facilities – Capital Projects Contractual	\$170,000
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Increase Revenue Codes By:

H99901.503101	Interfund Transfer – General Fund	\$170,000
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Increase Appropriation Code By:

A599950.906	Transfer to Capital Fund	\$170,000
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Increase Appropriated Surplus By:

A599	Appropriated Fund Balance	\$170,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**Justification:**

Steven Luciano, Director of Public Facilities, and Scott Tomlinson, Facilities Engineer, indicated that the County is required by the NYS Department of Environmental Conservation to remediate the area to control further contamination. A DEC-Approved plan for this includes injecting the soil with a product designed to biodegrade the petroleum.

**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  
Stephen Luciano, Director of Facilities  
Scott Tomlinson, Facilities Engineer  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**Re:** Authorization to Amend the 2023 Capital Budget for the Former Trustco Building Remediation Project

---

Attached is a memorandum from Stephen Luciano, Director of Facilities, and Scott Tomlinson, Facilities Engineer, requesting authorization to amend the 2023 Capital Budget in the amount of \$170,000 for remediation of the former Trustco building at 192 Erie Boulevard. As Mr. Luciano and Mr. Tomlinson indicate, the County is required by the NYS Department of Environmental Conservation to remediate the area in order to control further contamination. A DEC-approved plan for this includes injecting the soil with a product designed to biodegrade the petroleum.

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

I recommend your approval.

COUNTY *of* SCHENECTADY  
INTER-DEPARTMENT

# MEMORANDUM

---

**To:** Rory Fluman, County Manager  
Jaclyn Falotico, Commissioner of Finance

**From:** Scott Tomlinson, Facilities Engineer  
Steve Luciano, Director of Facilities

**Date:** March 23rd, 2023

**Subject:** Former Trustco Building Environmental Injections

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Mr Fluman,

The former Trustco Building property is located on what is considered a residual source area of petroleum hydrocarbons. Per the NYSDEC, as owners we are required to remediate the area and control the hydrocarbons from further contamination in the area. The County's environmental consultant, Intertek PSI, has coordinated a plan to reduce annual remediation efforts and avoid the need to excavate the contaminated soil. This plan involves injecting a remediation product into the soil to biodegrade the petroleum and has been approved by the DEC.

The Office of Facilities is requesting that the 2023 capital budget be amended to include this remediation project in the amount of \$170,000.00.

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County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 28, 2023  
**SUBJECT:** Capital Budget Amendment – 192 Erie Boulevard Environmental Remediation

---

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to perform necessary environmental remediation work at the former Trustco Building located at 192 Erie Boulevard.

## CAPITAL BUDGET

### Establish Capital Project 1620230078

#### Increase Appropriation Code By:

H541620.401000	Facilities – Capital Projects Contractual	<u>\$170,000</u>
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#### Increase Revenue Codes By:

H99901.503101	Interfund Transfer – General Fund	<u>\$170,000</u>
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#### Increase Appropriation Code By:

A599950.906	Transfer to Capital Fund	<u>\$170,000</u>
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#### Increase Appropriated Surplus By:

A599	Appropriated Fund Balance	<u>\$170,000</u>
------	---------------------------	------------------

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

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:** Ways and Means  
**Initiative:** PFTI 11

**Title of Proposed Resolution:**

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE FLEX-POD HANGAR PROJECT AT THE SCHENECTADY COUNTY AIRPORT

**Purpose and General Idea:**

Provides Authorization to Amend the 2023 Capital Budget for the Flex-Pod Hanger Project.

**Summary of Specific Provisions:**

Authorization to amend the 2023 Capital Budget in the amount of \$221,000 for the 4-unit Flex-Pod Hanger Project.

**Effects Upon Present Law:**

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to accommodate increased project costs for the 4 Unit Flex-Pod Hangar.

CAPITAL BUDGET

Increase Capital Project 5610190047

Increase Appropriation Code By:

H545610.401000	4 Unit Flex-Pod	\$221,000
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Increase Revenue Codes By:

H93333.5710	Obligation Serial Bonds	\$221.000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**Justification:**

Paul Sheldon, Director of Public Works, indicated that while this project was already included in the 2023 Capital Budget, there has been some additional cost associated with the hanger's foundation, electrical work as well as the design and construction of the classroom. This space will be utilized by the Schenectady County Community College's Aviation Program.

**Sponsor: Legislator Patierne**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Paul Sheldon, Director of Public Works

**Date:** March 31, 2023

**Re:** Authorization to Amend the 2023 Capital Budget for the Flex-Pod Hangar Project

---

Attached is a memorandum from Paul Sheldon, Director of Public Works, requesting authorization to amend the 2023 Capital Budget in the amount of \$221,000 for the 4 Unit Flex-Pod Hangar Project. This project is already included in the 2023 Capital Budget, but there have been additional costs associated with the hangar's foundation, electrical work, and the design and construction of the classroom space that will be utilized by the Schenectady County Community College's Aviation Program.

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

I recommend your approval.

**Schenectady County**  
**Inter-Department Memorandum**

**DATE:** March 29, 2023

**TO:** Rory Fluman, County Manager

**FROM:** Paul Sheldon, Director of Public Works

**COPIES:** File

**SUBJECT:** Change Orders – FlexPod Hangar Development  
Schenectady County Airport

255

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The following change orders require legislative approval for the FlexPod Hangar Development project located at the Schenectady County Airport.

- **CHA Design Contract** – Due to the additional time needed to review the revised building loads and foundation plan for Plank Construction, our design consultant has consumed considerably more than originally budget resulting in an overage on the structural design and project management services. The additional cost to cover the remaining design and project oversight work needed to complete the project is \$14,980.00
- **Flex Electric** – National Grid is requesting that power for the FlexPod hangar be connected to a utility pole further from the building than originally anticipated. The work requires an additional 460 lineal feet of electrical conduit as well as the labor to install it. The additional project cost is \$26,102.00.
- **Plank Construction** – Plank construction will be supplying the excavation, concrete encasement and backfill for the installation of the 460 feet of electrical conduit needed for Flex Electric. The additional project cost is \$33,348.51.
- **Plank Construction** – Schenectady County Community College will be utilizing one of the hangar spaces for a classroom for the Aviation program. The space was designed by C2 Architects. The work includes all finishes, doors, flooring, base molding, bathroom fixtures, electrical, etc. for a completed classroom space. Total cost of this work is \$140,147.00.
- **C2 Architects (Facilities)** – The Schenectady County Facilities Department, at our request, hired C2 Architects to design classroom space for the SCCC Aviation program at the proposed FlexPod Hangar. They provided full construction documents detailing the design for cost estimating as well as for obtaining required permits for construction. The total cost of this work was \$5,800.00.

The total cost for the project changes are \$220,377.51. The proposed work listed above is necessary for the completion of the FlexPod Hangar.

We recommend your approval



County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 28, 2023  
**SUBJECT:** Capital Budget Amendment – 4 Unit Flex-Pod Hangar

---

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to accommodate increased project costs for the 4 Unit Flex-Pod Hangar.

## CAPITAL BUDGET

### Increase Capital Project 5610190047

#### Increase Appropriation Code By:

H545610.401000	4 Unit Flex-Pod	<u>\$221,000</u>
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#### Increase Revenue Codes By:

H93333.5710	Obligation Serial Bonds	<u>\$221,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.



January 30, 2023

Mr. Peter Knutson  
Director of Engineering  
Engineering & Public Works  
100 Keller Avenue  
Schenectady, NY 12306

**RE: Extra Work Authorization Proposal for Foundation Concerns/Flex-Pod Hangar (NYSDOT Aviation Grant) at the Schenectady County Airport. Project # 064859**

Dear Mr. Knutson,

#### **Project History**

Schenectady County hired CHA and subsequently Watt's Structural Engineer department, to provide design documents for their new hangar building. In a separate agreement, CHA and Watts were later hired to provide Construction Administration (CA) services for the project.

At the time CHA and Watts were engaged for CA, the County had already selected a Contractor, and accepted a pre-engineered metal building (PEMB) submittal, likely to decrease the delay in building fabrication. The building had a larger footprint and a different framing and bracing system than the basis of design building shown on the Bid Documents. As a result, the foundations needed to be redesigned to fit the proposed building.

The Contractor submitted a new foundation design, stamped by a NY licensed Professional Engineer. The submitted design changed not only those items needed to fit the proposed building but also economized on items throughout.

Watts noted that the submitted building did not conform to all the building load requirements of the Bid Documents. The Contractor correctly replied that the load requirement in question was not strictly required by the NYS Building Code but was instead subject to professional judgement. The Contractor is correct regarding minimum standards, the Bid Documents specified a higher standard due to the transient nature of the building occupants and resulting lack of consistent reliable building operation. The County then directed the Contractor to provide a building that met the load requirements as shown on the Bid Documents.

The Contractor halted foundation construction and began modifying the building components to conform to the increased loading. The revised building now requires larger foundations in some locations than originally proposed to support the upgraded building loads. The Contractor submitted proposed modifications to salvage the areas already constructed.

Watts has reviewed three separate Contractor submissions of proposed repair plans and have continually found unacceptable omissions and/or errors in each submission.

**The contractor has recently stated that they will now remove all existing foundations and they have sent a fourth submittal for a new foundation design to CHA for Watts to review.**

**Due to the contractor's building load and foundation issues the CHA Team has consumed considerably more time than budgeted resulting in an overage on the structural design and project management services. We are requesting a total extra work authorization of \$14,980. This includes time for Watts Architects and Engineers and CHA staff time. Please see the hourly fee breakdown attached.**

**CHA appreciates the opportunity to work with the Schenectady County Department of Public Works and the Schenectady County Airport. If there are any questions, please contact me at 518.453.4592**

**Sincerely,**



**John P. DelBalso C.M., ACE, ASC  
Aviation Facilities Design Manager  
Senior Project Manager**

**C: Jeremy P. Martelle C.M., ACE, ASC, Associate Vice President  
Northeast Aviation Design Team Leader**



**SUMMARY OF FEES**  
**Schenectady County Airport**  
**Flex-Pod Hangar-EWA Contractor Foundation Design Issues**  
**NYSDOT Aviation Grant**  
**January 13, 2023**

Task 1. Administration and Project Management		Direct Costs										Subcontract
Principled in Charge	St. Project Manager	Construction Manager	Senior Engineer (VI)	Aviation Engineer (AV)	Aviation Engineer (AV)	Senior Cost Inspector	CRSD Technicians	Grant Admins	Project Coordinator / Truck			Subcontract
4	19											23
Total Hours												
4	19	0	0	0	0	0	0	0	0	0	0	23
Hourly Rate \$	75.00 \$	65.00 \$	50.00 \$	55.00 \$	40.00 \$	40.00 \$	42.00 \$	35.00 \$	25.00 \$	25.00 \$	25.00 \$	-
Direct Labor Cost \$	300.00 \$	1,235.00 \$	-	-	-	-	-	-	-	-	-	1,085.00 \$
Subcontractors												
Wells Architects and Engineers												
TOTAL SUBCONTRACT FEES \$ 10,005.00												
Expenses												
Mileage												
Hour/Per Diem												
Printing & Miscellaneous												
TOTAL EXPENSES \$ -												
TOTAL \$ 11,090.00												
Total Direct Labor Cost = \$ 1,585.00 Overhead Rate at 1.2600 = \$ 2,008.00 Total Labor Cost = \$ 3,593.00 Fixed Fee at 15% = \$ 538.95 Subcontract Fees = \$ 10,005.00 Expenses = \$ - Total = \$ 14,146.95												



## Change Proposal Request

CHA Companies

Date: 8/30/2022

Flex Job No. 22-05

Flex Proposal No. CPR #1

Attn: Andrew Pappalardo

Owner Request No.

Re: Schenectady County Flex Pod Hangar

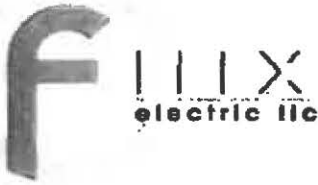
Change Proposal Cost: **\$26,102**

Enclosed is our detailed cost breakdown for the work associated with extending the electrical service primary conduits to National Grid pole #3-5 per updated drawings dated 7/22/22. This also includes extending the spare conduit. Please note this does not include the primary cable as National Grid installs their own which will be reflected in the utility charges provided to the customer. Excludes excavation, backfill, concrete encasement, and restoration.

Summary:	A. Labor	\$	9,204.26
	B. Equipment	\$	-
	C. Material	\$	12,576.95
	D. Others	\$	497.31
	E. Subcontractors	\$	-
	<b>Subtotal</b>	<b>\$</b>	<b>22,278.52</b>
	Overhead	10%	\$ 2,227.85
	<b>Subtotal</b>	<b>\$</b>	<b>24,506.37</b>
	Profit	5%	\$ 1,225.32
	Sales Tax on Material ONLY	0%	\$ -
	Sales Tax on Rentals ONLY	8%	\$ -
	<b>Subtotal</b>	<b>\$</b>	<b>25,731.69</b>
	Bond	1.44%	\$ 370.54
	<b>Grand Total</b>	<b>\$</b>	<b>26,102.22</b>
	<b>Quote</b>	<b>\$</b>	<b>26,102</b>

If you would like Flex Electric to complete this additional work, please issue a change order in the amount of Twenty Six Thousand One Hundred Two Dollars and 00/100. (26,102.00)

2431 3rd Avenue, Watervliet, NY 12189 (518) 449-1407 [www.flexelectric.com](http://www.flexelectric.com)



CHA Companies  
8/30/2022  
CPR #1

	Hours		Rate	Totals
<b>A. Labor</b>				
I. ** Project Supervision	4.64	@ \$	49.50	\$ 229.53
II. * Foreman	9.27	@ \$	49.50	\$ 459.06
Journeyman	92.74	@ \$	45.00	\$ 4,173.30
Fringe Benefits	102.01	@ \$	30.76	\$ 3,137.95
Insurance / Taxes	26%	@ \$	-	\$ 1,204.41
Other		@ \$	-	\$ -
		<b>Total</b>		<b>\$ 9,204.26</b>
<b>B. Equipment</b>				
Rental	0	@ \$	-	\$ -
Other	0	@ \$	-	\$ -
		<b>Total</b>		<b>\$ -</b>
<b>C. Material</b>				
Material				\$ 12,576.95
Material Quote				\$ -
Freight				\$ -
Expediting Charges				\$ -
		<b>Total</b>		<b>\$ 12,576.95</b>
<b>D. Others</b>	No. of Trips		Per Trip	
Travel	0	@ \$	-	\$ -
Living Expenses	0	@ \$	-	\$ -
Truck Expenses	1	@ \$	75.00	\$ 75.00
Warehouse / Driver Exp	1	@ \$	45.00	\$ 45.00
(3% of Material Cost) Tool / Equipment Exp	3%	@ \$	-	\$ 377.31
Other	0	@ \$	-	\$ -
		<b>Total</b>		<b>\$ 497.31</b>
<b>E. Subcontractors</b>				
1.				\$ -
2.				\$ -
3.				\$ -
		<b>Total</b>		<b>\$ -</b>

\*\* 5% of Journeyman Hours  
\* 10% of Journeyman Hours

Job ID: 22-05  
 Project: Flex Pod Hangar



**Summary by Subtotal**

Vendor CHANGE ORDERS		Labor Levels CHANGE ORDER		30 Aug 2022 7:57:27	
Item #	Description	Qty	Unit	Est Rate	Est Total
10005 4	GRC	480.00	FT	23.276	11,172.00
Subtotal 1 - GRC					11,172.00
Subtotal totals				13,878.96	0.00
Phase/Group totals				13,878.96	0.00
Job totals				13,878.96	0.00
Grand Material, Quote, Equipment, and Subcontract Total					13,878.96

Flex Electric, LLC

2431 Jni Avenue  
 Westfield, NY 12189

Phone: 518-449-1407  
 Web:





376 BROADWAY, 3RD FLOOR  
 SCHENECTADY, NY 12305  
 Ph: 518-344-6400

**Change Request**

To: PETER KNUTSON  
 COUNTY OF SCHENECTADY ENGINEER  
 100 KELLER AVENUE  
 SCHENECTADY, NY 12305  
 Ph: (518)356-6340 x3232 Fax: (518)357-8547

Number: 5  
 Date: 2/16/23  
 Job: 2022003 FLEX POD HANGAR DEVELOPMENT  
 Phone:

Description: IB-001 Secondary Electrical Service Excavation & Backfill.

We are pleased to offer the following specifications and pricing to make the following changes:

Provide all labor, materials, equipment and supervision required to furnish and install the following.

- Excavation, Concrete Encasement and backfill with existing soils approximately 315 LF of New Primary Electrical trenches to new utility transformer in accordance with the contract documents. All spoils that will not be used as backfill will be removed from the site, disturbed soils will be seeded and stabilized.
- Furnishing and installing new Pre-Cast Concrete Transformer Pad in accordance with the contract documents.
- Excavation and backfill with existing soils approximately 16 LF of New Secondary Electrical trenches from the New Transformer to the Flex Pod Hanger Building in accordance with the contract documents. All spoils that will not be used as backfill will be removed from the site, disturbed soils will be seeded and stabilized.
- Excavation and backfill with existing soils approximately 180 LF of New Secondary Electrical trenches from the New Transformer to the existing "T" Hanger in accordance with the contract documents. All spoils that will not be used as backfill will be removed from the site, disturbed soils will be seeded and stabilized.

This Change Order Request includes the following Assumption, Clarification and Exclusions:

- Bank Run Gravel & Select Fill material as shown in detail 3 on drawing E501 are excluded. It is assumed that the existing material can be compacted to 95% and the excavated material can be utilized to backfill over the duct bank.
- Concrete Encased Duct bank will not be formed, it will be trench pour with no steel reinforcement.
- Purchase of new Transformer Containment Curb is excluded (Not Shown on Documents)
- Furnishing and installing all electrical conduits, electrical wiring, grounding grid or grounding rod are excluded.
- Removals of existing transformers, poles, conduits, wires etc are excluded.
- It is assumed that a Pre-Cast Concrete Pad for the Transformer will be acceptable in lieu of the Cast In Place Concrete Pad shown in detail 2 on drawing E501.
- We have assumed and included ten (10) Steel Bollard with covers to be installed around the new Transformer.

Description	Labor	Material	Equipment	Subcontract	Other	Price
ELECTRICAL DITCH	\$9,161.00	\$13,875.00	\$4,375.00	\$1,092.00		\$28,503.00
					Subtotal:	\$28,503.00
		INSURANCE		\$28,503.00	2.00%	\$570.06
		OVERHEAD		\$28,503.00	10.00%	\$2,850.30
		PROFIT		\$28,503.00	5.00%	\$1,425.15
					Total:	\$33,348.51



378 BROADWAY, 3RD FLOOR  
SCHENECTADY, NY 12308  
Ph : 518-344-5400

**Change Request**

**To: PETER KNUTSON**  
**COUNTY OF SCHENECTADY ENGINEER**  
**100 KELLER AVENUE**  
**SCHENECTADY, NY 12305**  
**Ph: (518)356-5340 x3232 Fax: (518)357-8547**

**Number: 5**  
**Date: 2/16/23**  
**Job: 2022003 FLEX POD HANGAR DEVELOPMENT**  
**Phone:**

Please note that PLANK LLC will require an extra 5 days.  
If you have any questions, please contact me at .

Submitted by:

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

**Flex Pod Hanger  
Plank Project No. 2022.003  
Proposal Recap Sheet**

**Proposal No.: 19-001**

**Date: 2/15/2023**

**Plank Work**

Direct field labor	\$9,181
Field office labor	\$0
<b>Total Raw Labor</b>	<u>\$9,181</u>

Material	\$13,676
Equipment	\$4,376
Sales Tax - 0%	\$0
Field office expenses	\$0

**Total Plank Work** **\$27,411**

**Subcontractor Work** **\$1,082**

**Total Subcontractor Work** \$0

**Total Work** **\$28,503**

**Plex Pad Hangar  
Plex Project No. 2022.003  
Proposal Recap Sheet**

Proposal No.: IB-001

Date: 2/16/2023

**1. Plank Labor**

Description of Work	Classification	Quantity	Unit	Cost/unit	Total Cost
					\$0.00
IB-001 Work	Operators	49.65	hrs	103.00	\$5,113.95
IB-001 Work	Laborers	54.70	hrs	74.00	\$4,047.80
		0.00	hrs	65.00	\$0.00
		0.00	hrs	65.00	\$0.00
		0.00	hrs	65.00	\$0.00
		0.00	hrs	65.00	\$0.00
		0.00	hrs	65.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
<b>Plank Labor Total</b>		<b>104.35</b>	<b>hrs</b>		<b>\$9,161.80</b>

**2. Plank Material**

Description	Quantity	Unit	Cost/unit	Total Cost
Concrete & Imported Backfill & Transformer Pad	1.00	lsun	13,875.00	\$13,875.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
<b>Plank Material Total</b>				<b>\$13,875.00</b>

**3. Plank Equipment**

Description	Quantity	Unit	Cost/unit	Total Cost
Excavator, Skid Steer etc.	1.00	lsun	4,375.00	\$4,375.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
			0.00	\$0.00
<b>Plank Equipment Total</b>				<b>\$4,375.00</b>

**Flex Pod Hanger  
Plank Project No. 2022.003  
Proposal Recap Sheet**

**Proposal No.:** IB-001

**Date:** 2/16/2023

**4. Plank Field Office Labor**

Description of Work	Classification	Quantity	Unit	Cost/unit	Total Cost
Project Supervisor	Supervisor	0.00	HRS	0.00	\$0.00
Project Executive	Executive	0.00	HRS	0.00	\$0.00
Project Manager	Project Manager	0.00	HRS	0.00	\$0.00
Administration	Clerk	0.00	HRS	0.00	\$0.00
		0.00		0.00	\$0.00
		0.00		0.00	\$0.00
		0.00		0.00	\$0.00
<b>Total Plank Field Office Labor</b>					<b>\$0.00</b>

**5. Plank Field Office Expenses**

Description	Quantity	Unit	Cost/unit	Total Cost
Insurance	0.00	ls	0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
	0.00		0.00	\$0.00
<b>Total Plank Field Office Expenses</b>				<b>\$0.00</b>



**INFORMATION BULLETIN**

**PROJECT:** Schenectady County  
Flex Pod Hangar Development

**INFORMATION BULLETIN NO.:** 001

**DATE:** 7/26/22

**OWNER:** Schenectady County

**PROJECT NO.:** 64859

**CONTRACTOR:** Flex Electric

**CONTRACT NO.:** 1

**DESCRIPTION:** Electric Service Updates

See attached updated plans.

**ATTACHMENT(S):** E-102, E-501

**ACTION**

**SUPPLEMENTAL INSTRUCTIONS:** Implement the above instructions without change to the Contract Sum and/or Time.

**ISSUED:**

**ACCEPTED:**

**AUTHORIZED:**

**BY** Andrew Pappalardo 7/26/22  
CHA Date:

**BY:** \_\_\_\_\_  
Owner Date:

**BY:** \_\_\_\_\_  
Contractor Date:

**COPY:**

Owner

Architect

Structural

Civil

Contractor

Field

Mechanical / Electrical

Other

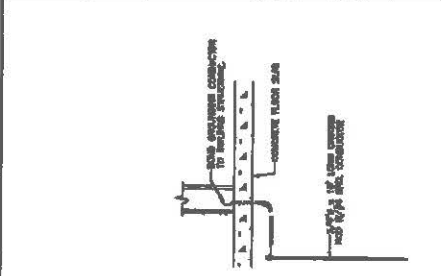




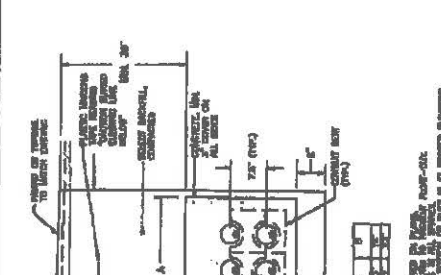
NO.	DESCRIPTION	DATE
1	ISSUED FOR BID PLANS	10/1/11
2	REVISIONS	
3		
4		
5		

**ELECTRICAL DETAILS**

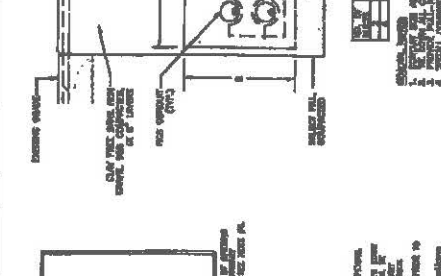
NO.	DESCRIPTION	DATE
1	ISSUED FOR BID PLANS	10/1/11
2	REVISIONS	
3		
4		
5		



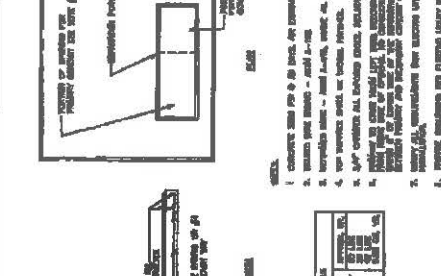
**1 LIGHT FIXTURE MOUNTING DETAIL**  
 BASE LINE



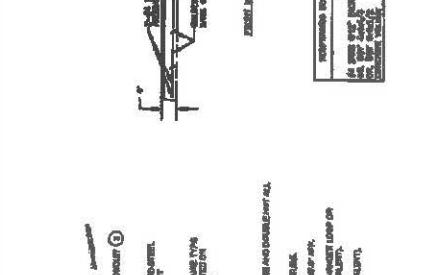
**2 EXTERIOR CONCRETE PAD DETAIL**  
 BASE LINE



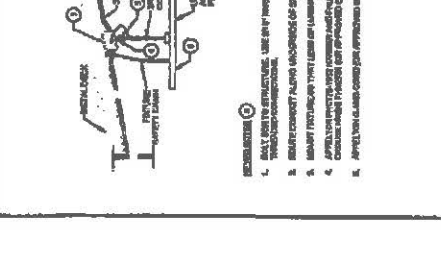
**3 UNDERGROUND DUCTBANK DETAIL**  
 BASE LINE



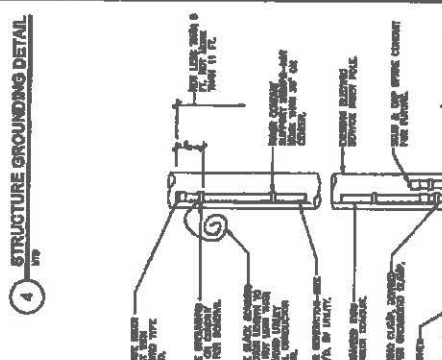
**4 STRUCTURE GROUNDING DETAIL**  
 BASE LINE



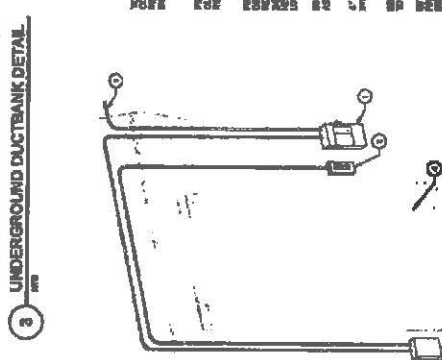
**5 PANELBOARD MOUNTING DETAIL**  
 BASE LINE



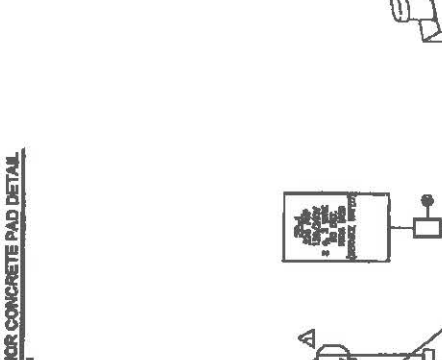
**6 POWER DISTRIBUTION SINGLE LINE DIAGRAM**  
 BASE LINE



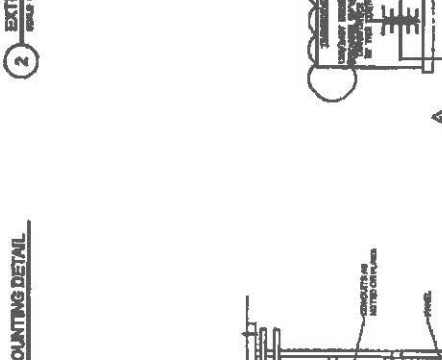
**7 FOLDING DOOR INSTALLATION DETAIL**  
 SIDE OF DOOR



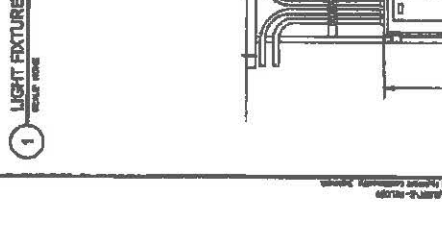
**8 TYPICAL ELECTRICAL RISERS AT ELECTRIC SERVICE RISER POLES**  
 BASE LINE



**9 FOLDING DOOR INSTALLATION DETAIL**  
 SIDE OF DOOR



**10 FOLDING DOOR INSTALLATION DETAIL**  
 SIDE OF DOOR



**11 FOLDING DOOR INSTALLATION DETAIL**  
 SIDE OF DOOR

**NOTES:**

1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
2. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
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14. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
15. ALL ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.



## CONSTRUCTION SERVICES

February 22, 2023

Peter Knutson  
Director of Engineering  
Engineer & Public Works,  
100 Kellar Avenue  
Schenectady, NY 12306

Peter,

Thank you for the opportunity to submit a proposal for your SCCC Interior Classroom Space. Our proposal is based on the Contract Documents dated 02-09-23 and the following scope of work.

### **GENERAL CONDITIONS:**

- Project management for all work performed by Plank LLC's employees and subcontractors only.
- Clean up and waste removal.
- Prevailing Wages.
- Bonds
- Union Labor and or Apprenticeship Program.

### **DOORS, WINDOWS AND HARDWARE:**

- Doors and Hardware in accordance with the contract documents

### **INTERIOR FINISHES:**

- Metal Framing, Gypsum Wall Board, ACT Ceilings, Taping & Finishing in accordance with the contract documents. This includes Fire Treated Plywood and in wall blocking.
- Flooring and Rubber Base in accordance with the contract documents.
- Painting in accordance with the contract documents.
- Toilet Accessories/Specialties in accordance with the contract documents.
- Wall Shelves and Brackets in accordance with the contract documents.
- Wall and Ceiling Insulation as identified on the contract documents. Various Types based on wall and ceiling types.
- *This excludes all PEMB Wall and Roof Insulation. this was submitted by Plank LLC to Schenectady County on June 6<sup>th</sup>, 2022 under separate cover.*

### **PLUMBING:**

- Plumbing Systems in accordance with the contract documents.

### **HVAC:**

- HVAC System in accordance with the contract documents.

### **ELECTRICAL:**

- Electrical in accordance with the contract documents.
- (1) GFCI outlet in the bathroom has been included in this proposal.
- Ceiling Mounted Occupancy Sensor System Included in lieu of Switch and Motion Sensor Combination.

- (2) Data Drops per desk has been included. Cabling will be coiled at a location within 30 ft of the office area.

•  
**EXCLUSIONS AND QUALIFICATIONS:**

- Excavation & Backfill, Concrete Work, Metals, Demolition, Elevator, Fire Sprinkler System, Furniture, Installation of Owner Provided Furniture,
- PEMB Insulation
- Data Rack, Data/IT Equipment, and Fiber/Internet Service.
- Sales Tax
- Permit.
- Temporary facilities:
  - Power, water and heat.
- Site engineering or municipal approvals and fees.
- Site utilities or Power Company charges.
- Special Inspections, concrete or soils testing.
- Telephone or computer systems or wiring.
- Fire or security alarms.
- Testing or removal of hazardous materials.

**The total sum is in the amount of \$ 140,147.00**

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Plank LLC.



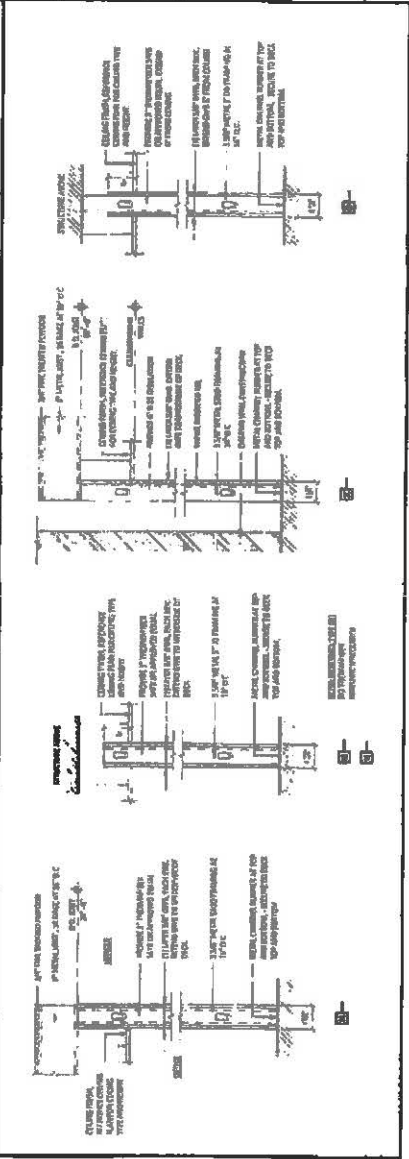








**Wall Types**

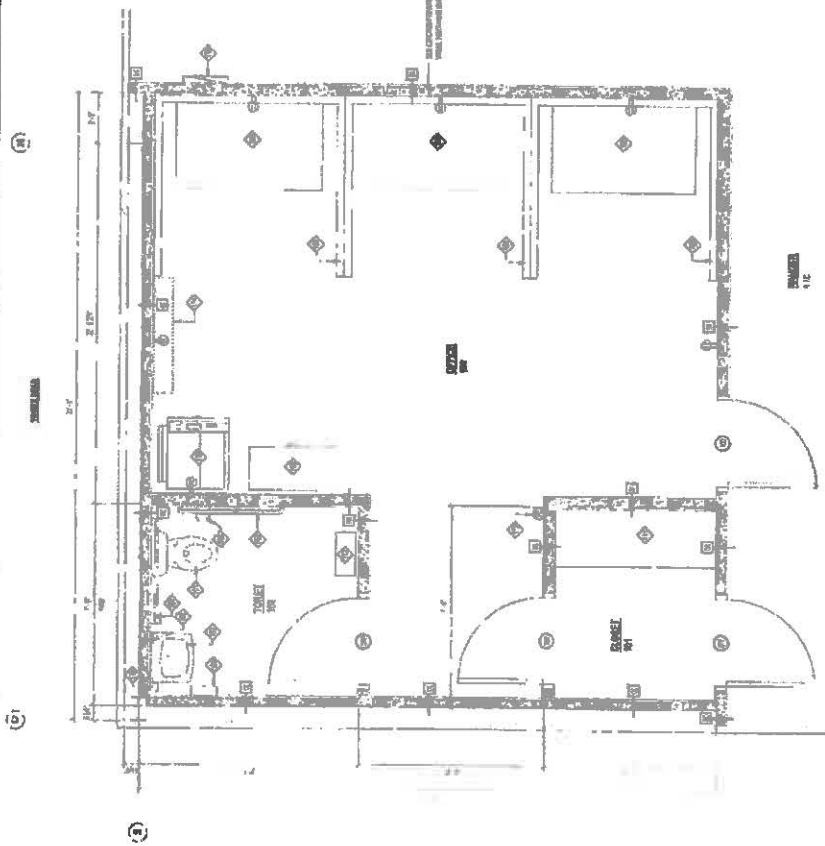


**General Wall Type Notes: (Typical for all Wall Types)**

1. See General Building Construction Specifications.
2. Top Flange of All Asph/Flt Shingles to be 2\"/>

**Floor Plan Keynote Legend**

101	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
102	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
103	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
104	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
105	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
106	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
107	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
108	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
109	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
110	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
111	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
112	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
113	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
114	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
115	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.
116	SEE AS TO CONCRETE FINISHES AND JOINTS, E.G. TO INDICATE AN EXPOSED FINISH OR POLISHED CONCRETE, STAINLESS STEEL, ETC.



**2 Estimated Office Plan**  
1/10 1000 sq. ft. ±

**1 Ground Floor Plan**  
1/10 1000 sq. ft. ±

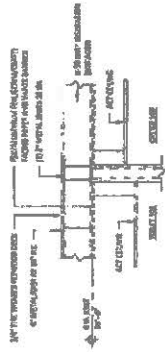


**Light Fixtures Schedule**

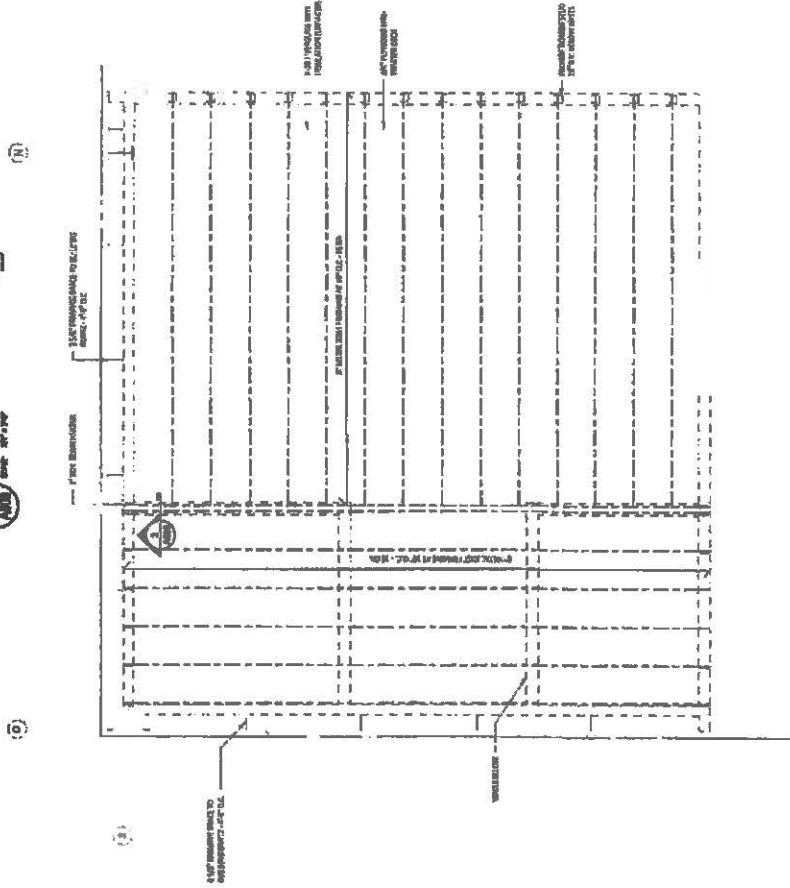
NO.	SYMBOL	DESCRIPTION	QUANTITY	REMARKS
1	1	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	
2	2	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	
3	3	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	
4	4	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	
5	5	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	
6	6	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	
7	7	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	
8	8	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	
9	9	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	
10	10	4" x 4" SQUARE RECESSED CEILING LIGHT FIXTURE	10	

**Ceiling Plan Keynote Legend**

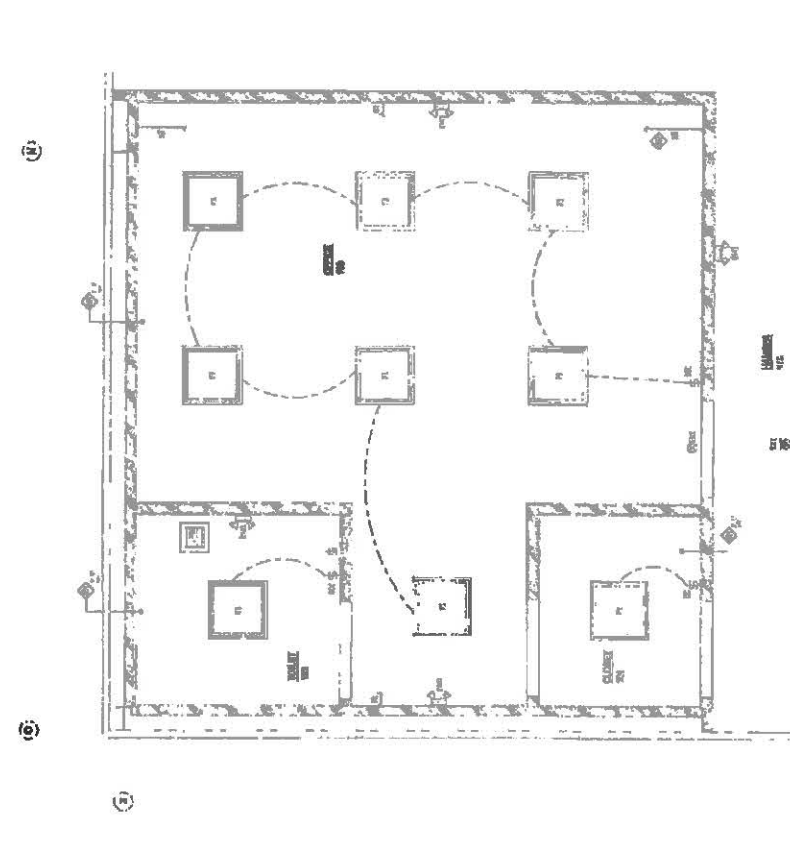
001	4" x 4" SQUARE, CEILING RECESSED
002	4" x 4" SQUARE, CEILING RECESSED
003	4" x 4" SQUARE, CEILING RECESSED
004	4" x 4" SQUARE, CEILING RECESSED
005	4" x 4" SQUARE, CEILING RECESSED
006	4" x 4" SQUARE, CEILING RECESSED
007	4" x 4" SQUARE, CEILING RECESSED
008	4" x 4" SQUARE, CEILING RECESSED
009	4" x 4" SQUARE, CEILING RECESSED
010	4" x 4" SQUARE, CEILING RECESSED



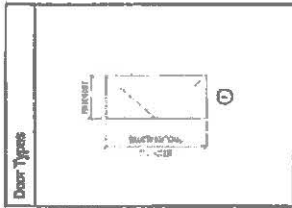
**3 Base Beam Header Detail**  
 10/20/2010 10:00 AM



**2 Ceiling Framing Plan**  
 10/20/2010 10:00 AM

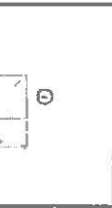


**1 Ground Floor Reflected Ceiling Plan**  
 10/20/2010 10:00 AM



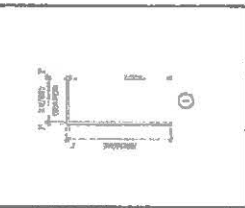
Door Types

Finish	Location	Area	Unit	Quantity
101	DOOR	1.00	SQ	1
102	DOOR	1.00	SQ	1
103	DOOR	1.00	SQ	1
104	DOOR	1.00	SQ	1
105	DOOR	1.00	SQ	1
106	DOOR	1.00	SQ	1
107	DOOR	1.00	SQ	1
108	DOOR	1.00	SQ	1
109	DOOR	1.00	SQ	1
110	DOOR	1.00	SQ	1

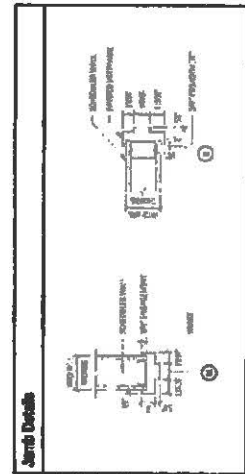


Window Types

Finish	Location	Area	Unit	Quantity
201	WINDOW	1.00	SQ	1
202	WINDOW	1.00	SQ	1
203	WINDOW	1.00	SQ	1
204	WINDOW	1.00	SQ	1
205	WINDOW	1.00	SQ	1
206	WINDOW	1.00	SQ	1
207	WINDOW	1.00	SQ	1
208	WINDOW	1.00	SQ	1
209	WINDOW	1.00	SQ	1
210	WINDOW	1.00	SQ	1



Jamb Details



**Finish Notes**

1. FINISHES SHALL BE AS SHOWN ON THE FINISH SCHEDULE.
2. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
3. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
4. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
5. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
6. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
7. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
8. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
9. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
10. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.

**Door Schedule**

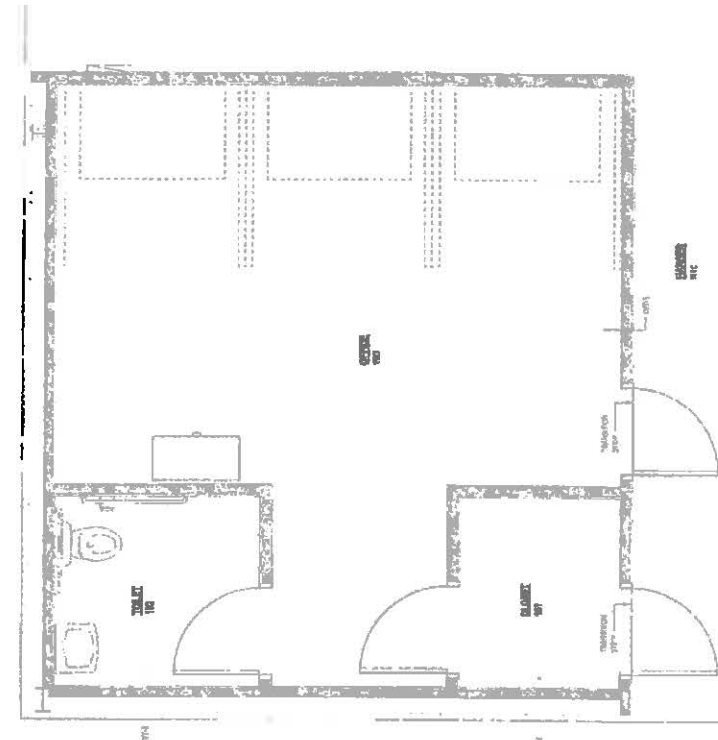
Door No.	Location	Material	Finish	Weight	Notes
101	DOOR	1.00	SQ	1	
102	DOOR	1.00	SQ	1	
103	DOOR	1.00	SQ	1	
104	DOOR	1.00	SQ	1	
105	DOOR	1.00	SQ	1	
106	DOOR	1.00	SQ	1	
107	DOOR	1.00	SQ	1	
108	DOOR	1.00	SQ	1	
109	DOOR	1.00	SQ	1	
110	DOOR	1.00	SQ	1	

**Window Schedule**

Window No.	Location	Material	Finish	Weight	Notes
201	WINDOW	1.00	SQ	1	
202	WINDOW	1.00	SQ	1	
203	WINDOW	1.00	SQ	1	
204	WINDOW	1.00	SQ	1	
205	WINDOW	1.00	SQ	1	
206	WINDOW	1.00	SQ	1	
207	WINDOW	1.00	SQ	1	
208	WINDOW	1.00	SQ	1	
209	WINDOW	1.00	SQ	1	
210	WINDOW	1.00	SQ	1	

**Door Specifications**

1. DOORS SHALL BE AS SHOWN ON THE FINISH SCHEDULE.
2. DOORS SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
3. DOORS SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
4. DOORS SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
5. DOORS SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
6. DOORS SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
7. DOORS SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
8. DOORS SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
9. DOORS SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
10. DOORS SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.



Ground Floor Finish Plan

A541620429 - \$5,800

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of February, 2023, by and between the **COUNTY OF SCHENECTADY, NEW YORK**, a municipal corporation of the State of New York, having its principal offices located at 620 State Street, Schenectady, New York 12305, hereinafter called the "County" and **C2 ARCHITECTURE, PC.**, with offices at 24 AIRPORT ROAD, SCHENECTADY, NY 12302, hereinafter called the "Contractor".

**WITNESSETH:**

**NOW, THEREFORE**, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed as follows:

**ARTICLE 1. TERM OF CONTRACT**

The services of the Contractor shall commence immediately and shall terminate at the completion of services.

**ARTICLE 2. CONTRACT SUM**

The County shall pay to the Contractor and the Contractor agrees to accept as full payment for professional services furnished under this Agreement an amount not to exceed the total sum of **FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$5,800.00)**. Payment shall be processed through the Schenectady County Finance Department.

**ARTICLE 3. PROFESSIONAL SERVICES TO BE PERFORMED**

The Contractor shall well and completely perform Professional Engineering and Architectural Services for the **SUNY Schenectady Hanger Pod** as described in Exhibit "A" annexed hereto.

**ARTICLE 4. CONTRACT DOCUMENTS**

The standard provisions marked Exhibit "B" and outline of services marked Exhibit "A" that are annexed together with this agreement, shall form the entire agreement between the parties hereto which documents are hereby incorporated herein by reference the same as if they were fully set forth herein.

**ARTICLE 5. GENERAL LEGAL RESPONSIBILITY**

The Contractor shall comply with all existing and future federal, state and municipal laws, ordinances and regulations, including specified discrimination and labor clauses which such clauses are part of the standard provisions attached and made part of as Exhibit "B".

**ARTICLE 6. CONFLICT OF INTEREST**

The Contractor shall not employ an official or employee of the County in connection with this project and shall adhere to the Code of Ethics of the County.

**ARTICLE 7. SURETY & INSURANCE**

The Contractor shall, at a minimum, carry the following insurance coverage;  
Liability Insurance \$1 million/occurrence and \$3 million/aggregate;  
Professional Liability Insurance \$1 million; and  
Automotive Coverage \$1 million.

Certificates of said policy or policies should name the County of Schenectady as additionally insured and shall be delivered to the County by the Contractor prior to the commencement of work.

**ARTICLE 8. SUBLETTING AND ASSIGNING CONTRACT**

The Contractor shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

**ARTICLE 9. CHANGES IN CONTRACT**

Changes to the terms and conditions of this contract shall be permitted only upon written mutual agreement of the County and the Contractor.

**ARTICLE 10. OWNERSHIP OF WORK PRODUCTS**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

**ARTICLE 11. TERMINATION**

It is mutually agreed by the County and the Contractor that this contract may be cancelled by either party by providing a written notice to the other party no later than five (5) business days before the cancellation.

**ARTICLE 12. ARBITRATION**

In any event and notwithstanding any provisions made in the contract, the parties hereto will submit to arbitration any question or dispute arising between said parties as to the interpretation of any term or condition herein contained or with respect to any matter of compliance or non-compliance with the terms hereof, in accordance with and pursuant to the rules of the American Arbitration Association.

**ARTICLE 13. EXTRA WORK**

It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing and further evidenced by the execution of a supplemental agreement between the County and the Contractor.

**ARTICLE 14. SUCCESSORS AND ASSIGNS**

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

**IN WITNESS WHEREOF**, this agreement has been approved and duly executed by the parties on the aforesaid day.

*RM  
2/16/23  
kms*

**COUNTY OF SCHENECTADY, NEW YORK**

By

*Rory Flanagan 3-9-23*

Rory Flanagan  
County Manager

*RF*

**SUNY SCHENECTADY COUNTY COMMUNITY COLLEGE**

BY

*[Signature]*

Dr. Steady Moore  
President

**C2 ARCHITECTURE**

BY

*Michael A Roman*

Michael A Roman  
Principal

APPROVED as to form and content  
this 16 day of February, 2023

County Attorney

STATE OF NEW YORK  
COUNTY OF SCHENECTADY      N.Y.

On the 9<sup>th</sup> day of March, 2023 before me, the undersigned, personally appeared RORY FLUMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CLAUDIA I. OSTRANDER  
Notary Public, State of New York  
No. 01066429945  
Qualified in Schenectady County  
Commission Expires January 31, 2026

Claudia I. Ostrander  
Notary Public-State of New York

STATE OF NEW YORK  
COUNTY OF SCHENECTADY      N.Y.

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared DR. STEADY MOONO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sandra M. Troiano  
NOTARY PUBLIC STATE OF NEW YORK  
Qualified in Schenectady County  
I.C. #912632718  
COMM. Exp. 02/11/2024

Sandra M. Troiano  
Notary Public-State of New York

STATE OF NEW YORK  
COUNTY OF SCHENECTADY      N.Y.

On the 16<sup>th</sup> day of February, 2023 before me, the undersigned, personally appeared Michael A. Roman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Margherita M. Luciani  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 81469238  
Qualified in Schenectady County  
Commission Expires May 28, 2023

Michael A. Roman  
Notary Public-State of New York

## STANDARD PROVISIONS

The parties to the attached contract further agree to be bound by the following, which is hereby made a part of said contract. In the event of any conflict between the provisions of the attached contract and these standard provisions, unless otherwise provided, these standard provisions shall prevail.

I. This contract shall be deemed exorbitant only to the extent of monies appropriated and available for the purpose of this contract, and no liability on account thereof shall be incurred by the County beyond the amount of such monies.

II. The Contractor specifically agrees to adhere to the provisions of the New York State Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law Section 220-d entitled "Minimum rate of wages and supplement" and Article 9 entitled Prevailing Wage for Building Service Employees.

III. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) In hiring of employees for the performance of work under this contract or any subcontract hereunder for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the county under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms or conditions of this section of the contract, and
- (d) This contract may be cancelled or terminated by the county or municipality and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the county or a municipality for the manufacture, sale or distribution



of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

IV. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practice, and any amendments and rules and regulations pursuant thereto, will furnish all information and reports deemed necessary by the State Division of Human Rights under the law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

V. The Contractor acknowledges that the terms of the contract include the Schenectady Fraud, Waste and Abuse Prevention Policy which is incorporated herein by reference and which is available to Contractor on the internet at [www.schenectadycounty.com](http://www.schenectadycounty.com).

VI. The Contractor, if a medical provider under this contract:

- (a) represents and warrants that it is in compliance with all requirements applicable to Medicaid providers, including, but not limited to, the maintenance of a certified Medicaid compliance program for fraud, waste and abuse and further that none of its employees and contractors are an excluded individual or entity as such term is defined under federal or state law;
- (b) agrees that it shall submit no bill for payment for which payment would violate sections 1128, 1128A and 1156 of the Social Security Act and 42 CFR1001.1901;
- (c) agrees to continue to screen any and all of its employees and contractors to determine if any such person company or entity is an excluded individual or entity;
- (d) agrees to provide a list of all employees or contractors with sufficient identifying characteristics to allow the County to perform an independent screening of such persons or entities to determine if they are an excluded individual or entity;
- (e) agrees that in the event that any payment made by the County to the Contractor is determined to be in violation of the requirements of sections 1128, 1128A and 1156 of the Social Security Act and 42 CFR1001.1901, the Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage, penalty or recoupment due to any determination that Contractor, its clients, agents or employees is or was an excluded individual or entity.

VII. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, make any claim, demand or application to an officer or employee of the



County including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

VIII. Should any claim or demand be made, or any action brought against the County in any way relating to this agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor. Contractor shall be entitled to reimbursement for expenses incurred in such cooperation.

IX. The Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents or employees.

X. It is expressly understood and agreed by the parties hereto that all claims for payment by the Contractor hereunder are expressly made subject to monies made available to the County therefore, by appropriation or otherwise and that the County shall incur no liability to the Contractor for any such payments beyond the monies so appropriated, or otherwise made available to it.

XI. If this contract is an installment purchase contract, it is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employe or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

XII. The Contractor will carry public liability and property damage insurance and, if this is a construction contract, owners and contractors protective insurance issued by a company authorized to do business in the State of New York, in amounts satisfactory to the County, which shall name the County as a primary non-contributory additional insured.

The Contractor shall also carry disability benefits and workers' compensation insurance. Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits coverage; or
- C-105.2 – Certificate of Workers' Compensation Insurance; or
- SI-12 – Certificate of Workers' Compensation Self-Insurance, GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance.

Certificates of disability benefits coverage shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- DB-120.1 -- Certificate of Disability Benefits; or
- DB-155 -- Certificate of Disability Benefits Self-Insurance.

Contractor shall attach to this Agreement certificates of insurance evidencing Contractor's compliance with these requirements.

XIII. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

XIV. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this agreement. Such books and records shall be kept available and maintained in a format for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this agreement and for six (6) years from the date of final payment thereunder.

If part or all of the performance hereunder is to be conducted through subcontractors with other entities, then the Contractor agrees that it shall make the provisions of this article a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

XV. It is understood that this instrument represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the party to be charged.

XVI. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

XVII. Any contractor or subcontractor on a public works construction contract with the County of Schenectady, exceeding two-hundred thousand dollars (\$200,000.00), shall have an approved apprenticeship program as provided for in Article 23 of the New York State Labor Law and shall so certify on the Apprenticeship Certification Form -- Schenectady County Public Works Contract prior to execution of the contract by the County.

XVIII. Any contractor or subcontractor who receives "State Funds" or "State-Authorized-Payments" acknowledges that they must comply with all applicable provisions of Executive Order #38 promulgated by the Governor of the State of New York, including:

1. Individuals/entities that receive SF/SAP to provide Program Services must determine whether they are qualified as a Covered Provider for a Covered Reporting Period (CRP), by using the EO-38 Covered Provider Determination Worksheet located at: <https://www.eo38.ny.gov/38/determinationForm>
2. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must determine whether it is in compliance with the Administrative Expenses limitations set forth in the regulations. Unless a waiver is granted, the regulations set the limitations on Administrative Expenses that apply to Covered Providers, which can be found at: [https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance\\_10-17-15.pdf](https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_10-17-15.pdf).
3. If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations, which can be found at [https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance\\_10-17-15.pdf](https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_10-17-15.pdf). If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it can then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations.
4. If an individual/entity has determined that it is a Covered Provider, it must submit an EO #38 Disclosure Form no later than 180 days after the close of their Covered Reporting Period. If a Covered Provider exceeds (or projects that it will exceed) the Administrative Expenses or Executive Compensation limitations, it may submit a timely waiver application no later than submission date of its EO #38 Disclosure Form.
5. If a Covered Provider is found to be out of compliance with the requirements in the regulations, either through the review of an EO #38 Disclosure Form or through failure to submit an EO #38 Disclosure Form, it must comply with all requests and further proceedings with the relevant state agency to comply with EO #38.

**XIV. Title VI Policy Statement:**

It is the policy of the County of Schenectady to prevent and eliminate discrimination in all of its operations and services as well as all aspects of employment. All Department, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and

activities so that no person is subjected to unlawful discrimination based on race, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or Vietnam era veteran status.

*Schenectady County assures that no person shall on the grounds of race, color, national origin as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Schenectady County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Schenectady County distributes federal aid funds to another government entity, it will include Title VI language in all written agreements and will monitor for compliance.*

**Title VI Authority:**

Title VI of the Civil Rights Act of 1964 is the Federal Law that protects individuals from discrimination on the basis of their race, color or national origin in programs that receive Federal financial assistance.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI.

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
2. Federal Transit Laws, Title 49, United States Code, Chapter 53
3. 49 CFR § 1.51
4. 49 CFR part 21
5. 28 CFR § 42.401 et seq.
6. 28 CFR § 50.3
7. 70 FR 74087, December 14, 2005

**Title VI Program and Assurances:**

A copy of Schenectady County's full Title VI Program and Assurances Statement is available for download on our website at,

<http://www.schenectadycounty.com/AffirmativeAction>.

**Title VI Exhibit 1:**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Office of the Secretary for Research and Technology (OST-R), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

## DESIGN SERVICES FEE PROPOSAL FOR SUNY SCHENECTADY HANGAR POD FIT-UP

February 7, 2023

Scott Tomlinson  
Facilities Engineer  
Schenectady County Office of Facilities  
612 State Street  
Schenectady, NY 12305

Dear Scott,

C2 Architecture, PC (C2) is pleased to submit the following design services fee proposal for your review and consideration. Please reach out with any questions that you may have.

ARCHITECTURAL

C2 Architecture, PC will provide architectural design services for an interior fit-up for the SUNY Schenectady Hangar Pod within the Schenectady County Airport Parkway in Glenville, New York. It is our understanding that the existing space will need to be reconfigured and programmed to meet the County and College's needs. It is our understanding that the programming requirements for the classroom area within the pod are:

- (3) Teacher stations for flight instruction (these are 1-1 on instruction) for both pre-flight and post-flight
- Teacher cubicles are 3 x 5
- Flight instructors use laptops as opposed to desktops as they take their laptops in flight
- Teacher stations should be enclosed (preferably)
- Occupancy for area is 6 with a maximum of 10.
- The space should also support the following:
  - File cabinet
  - Printer
  - Bookshelf
  - Storage room (above office)
  - Power supply

### Construction Documents

C2 will work to develop full construction documents detailing the design for bidding purposes, as well as to be used for obtaining required permits for construction.

**Key Phase Deliverables:**

- Document existing conditions.
- (2) iterations of the concept plan.
- Produce final Construction Documents for building permit and construction to include the following:
  - Demolition Plan.
  - Floor Plan.
  - Interior elevations.
  - Coordinate Owner provided equipment plan.
  - Reflected ceiling plans indicating light fixtures.
  - Schedules (Door/Finish and partition types).
  - Detail as required.
  - Door and Hardware schedule.
  - NYS State Code review and Com Check.
- At completion of phase, C2 Architecture, PC will submit drawings to owner for review and approval. Following owner sign off, drawings will be submitted to owner for bidding and construction.

**EXTRA-TIME/SIDE HELP SCHEDULE**

Any of the following would constitute an additional service. If requested, additional services are billed at C2 Architecture 2023 rate schedule, which is included at the end of this proposal.

- Changes to approved conceptual plan/ design. This would include major revisions to the drawings at the Owners request, after the submission of the building permit and changes in schedule will be invoiced at a rate per the 2023 hourly fee schedule.
- Cost of reproductions, shipping and mailings.
- Services required due to unforeseen conditions.
- Hazardous material investigation, testing or abatement design.
- Survey and geotechnical investigations or reports.
- Design of telephone, data, communications, or security systems.
- Drawing revisions for field changes (other than RFIs or Clarifications)
- Civil Engineering drawings.
- C2 Architecture, PC is not responsible for pricing. General contractor will handle all pricing estimates, budget creation, and purchasing.
- Construction Administration to be hourly based on the below rates.
- No MEP or structural engineering included.
- As-builts.



**Fee**

A/E fees for the above are **\$5,800.00 (Five Thousand Eight Hundred Dollars)** through completion of construction contract Construction Documents phase services, based on one continuous construction effort.

**Payments by Phase**

Basic Services	Fee Amount
Construction Documents	\$4,900.00
Construction Administration	\$900.00
<b>Total</b>	<b>\$5,800.00</b>

*Invoices will be billed monthly based on the percentage of work completed. Each payment will be Due 30 days from the receipt of invoice. Unpaid invoices will accrue interest at a rate of 1.5% per month.*

**Reimbursable Expenses**

C2 Architecture, PC will be reimbursed for project expenses in addition to the above fee.

- Cost for printing drawings.
- Postage and delivery expenses (At Cost).
- Travel outside of Capital District (At Cost).

**2023 Billing Rates**

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$180.00/hour
PROJECT MANAGER	\$150.00/hour
ARCHITECT	\$135.00/hour
ARCHITECTURAL DESIGNER	\$110.00/hour
OFFICE MANAGER	\$50.00/hour
INTERN ARCHITECT	\$75.00/hour
INTERIOR DESIGNER   RENDERER	\$100.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)



**Billing Rates**

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$150.00/hour
PROJECT ARCHITECT   CODE ANALYSIS	\$120.00/hour
DESIGNER	\$100.00/hour
PROJECT MANAGER	\$90.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)

The Architect (C2) reserves the right to suspend work if payments are not made within 45 days and shall have no liability to the owner/client for delay or damage caused to the owner/client because of such suspension of services. Any legal fees incurred by C2 related to collection of fees shall be borne by the client.

Either party may terminate this agreement at any time with written notice of such termination sent directly to the other party. Upon receipt of such written notice, no further work will be completed under this contract. Should termination occur, C2 will be paid, as stipulated above, for all work completed prior to the termination date.

It is agreed that compensation for services provided is not contingent upon funding, city or government agency approval(s).

We thank you for the opportunity to submit this proposal and look forward to working with you in the near future. Should you have any questions at all, please do not hesitate to contact us.

*Should you decide to proceed with our proposal, services will commence upon receipt of the signed proposal.*

  
\_\_\_\_\_  
Michael A. Roman, RA, AIA, NCARB  
C2 Architecture, PC

\_\_\_\_\_  
Scott Tomlinson  
Schenectady County Office of Facilities

February 7, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

A541620429 - \$5,800

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Automotive Coverage \$1 million.

Certificates of said policy or policies should name the County of Schenectady as additionally insured and shall be delivered to the County by the Contractor prior to the commencement of work.

**ARTICLE 8. SUBLETTING AND ASSIGNING CONTRACT**

The Contractor shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

**ARTICLE 9. CHANGES IN CONTRACT**

Changes to the terms and conditions of this contract shall be permitted only upon written mutual agreement of the County and the Contractor.

**ARTICLE 10. OWNERSHIP OF WORK PRODUCTS**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

**ARTICLE 11. TERMINATION**

It is mutually agreed by the County and the Contractor that this contract may be cancelled by either party by providing a written notice to the other party no later than five (5) business days before the cancellation.

**ARTICLE 12. ARBITRATION**

In any event and notwithstanding any provisions made in the contract, the parties hereto will submit to arbitration any question or dispute arising between said parties as to the interpretation of any term or condition herein contained or with respect to any matter of compliance or non-compliance with the terms hereof, in accordance with and pursuant to the rules of the American Arbitration Association.

**ARTICLE 13. EXTRA WORK**

It is understood and agreed between the parties hereto that no claim for damages or extra work shall be made in connection with this work except such as may be ordered in writing and further evidenced by the execution of a supplemental agreement between the County and the Contractor.

**ARTICLE 14. SUCCESSORS AND ASSIGNS**

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this agreement has been approved and duly executed by the parties on the aforesaid day.

COUNTY OF SCHENECTADY, NEW YORK

By *Rory Fluman* 3/19/23  
Rory Fluman  
County Manager

*RF  
2/14/23  
RF*

SUNY SCHENECTADY COUNTY COMMUNITY COLLEGE

BY *[Signature]*  
Dr. Steady Moono  
President

C2 ARCHITECTURE

BY *Michael A Roman*  
Michael A Roman  
Principal

APPROVED as to form and content  
this 14 day of February, 2023

*[Signature]*  
County Attorney

STATE OF NEW YORK  
COUNTY OF SCHENECTADY      m.:

On the 9<sup>th</sup> day of March, 2023 before me, the undersigned, personally appeared **RORY FLUMMAN**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) he(she) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

CLAUDIA I. OSTRANDER,  
Notary Public, State of New York  
No. 01089428946  
Qualified in Schenectady County  
Commission Expires January 31, 2026

  
Notary Public-State of New York

STATE OF NEW YORK  
COUNTY OF SCHENECTADY      m.:

On the 15<sup>th</sup> day of March, 2023 before me, the undersigned, personally appeared **DR. STEADY MOONO**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) he(she) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sandra M. Grodzins  
NOTARY PUBLIC STATE OF NEW YORK  
Qualified in Schenectady County  
LIC. #010814175  
ORONA Twp. 05012606  
STATE OF NEW YORK  
COUNTY OF SCHENECTADY      m.:

  
Notary Public-State of New York

On the 11<sup>th</sup> day of February, 2023, before me, the undersigned, personally appeared MILVA A. BARRERA, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) he(she) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Margaret M. Lawson  
NOTARY PUBLIC STATE OF NEW YORK  
Registration No. 012429038  
Qualified in Schenectady County  
Commission Expires May 21, 2025

  
Notary Public-State of New York

## STANDARD PROVISIONS

The parties to the attached contract further agree to be bound by the following, which is hereby made a part of said contract. In the event of any conflict between the provisions of the attached contract and these standard provisions, unless otherwise provided, these standard provisions shall prevail.

I. This contract shall be deemed executory only to the extent of monies appropriated and available for the purpose of this contract, and no liability on account thereof shall be incurred by the County beyond the amount of such monies.

II. The Contractor specifically agrees to adhere to the provisions of the New York State Labor Law Article 8, entitled Public Work and all of the provisions contained therein, including Labor Law Section 220-d entitled "Minimum rate of wages and supplement" and Article 9 entitled Prevailing Wage for Building Service Employees.

III. The Contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

- (a) In hiring of employees for the performance of work under this contract or any subcontract hereunder for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color, sex or national origin, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (b) No contractor, subcontractor, nor any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the county under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms or conditions of this section of the contract, and
- (d) This contract may be cancelled or terminated by the county or municipality and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
- (e) The aforesaid provisions of this section covering every contract for or on behalf of the county or a municipality for the manufacture, sale or distribution

of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

IV. The Contractor will comply with the provisions of Section 291-299 of the Executive Law and the Civil Rights Law and the Governor's Code of Fair Practices, and any amendments and rules and regulations pursuant thereto, will furnish all information and reports deemed necessary by the State Division of Human Rights under the law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purpose of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

V. The Contractor acknowledges that the terms of the contract include the Schenectady Fraud, Waste and Abuse Prevention Policy which is incorporated herein by reference and which is available to Contractor on the internet at [www.schenectadypersonnel.com](http://www.schenectadypersonnel.com).

VI. The Contractor, if a medical provider under this contract:

- (a) represents and warrants that it is in compliance with all requirements applicable to Medicaid providers, including, but not limited to, the maintenance of a certified Medicaid compliance program for fraud, waste and abuse and further that none of its employees and contractors are an excluded individual or entity as such term is defined under federal or state law;
- (b) agrees that it shall submit no bill for payment for which payment would violate sections 1128, 1128A and 1136 of the Social Security Act and 42 CFR1001.1901;
- (c) agrees to continue to screen any and all of its employees and contractors to determine if any such person company or entity is an excluded individual or entity;
- (d) agrees to provide a list of all employees or contractors with sufficient identifying characteristics to allow the County to perform an independent screening of such persons or entities to determine if they are an excluded individual or entity;
- (e) agrees that in the event that any payment made by the County to the Contractor is determined to be in violation of the requirements of sections 1128, 1128A and 1136 of the Social Security Act and 42 CFR1001.1901, the Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage, penalty or recoupment due to any determination that Contractor, its clients, agents or employees is or was an excluded individual or entity.

VII. The relationship of the Contractor to the County shall be that of independent contractor. The Contractor, in accordance with its status as an independent contractor, covenants and agrees that it neither hold itself out as nor claim to be an officer or employee of the County by reason thereof, make any claim, demand or application to an officer or employee of the



County including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or retirement membership or credits.

VIII. Should any claim or demand be made, or any action brought against the County in any way relating to this agreement or the performance thereof, the Contractor agrees to render diligently to the County without additional compensation, any and all cooperation which the County requires of the Contractor. Contractor shall be entitled to reimbursement for expenses incurred in such cooperation.

IX. The Contractor shall indemnify, save and hold harmless the County of Schenectady, its officers, agents, servants and employees from any and all liability for anything and everything whatsoever arising from loss or damage due to any act or omission of the Contractor, its clients, agents or employees.

X. It is expressly understood and agreed by the parties hereto that all claims for payment by the Contractor hereunder are expressly made subject to monies made available to the County therefore, by appropriation or otherwise and that the County shall incur no liability to the Contractor for any such payments beyond the monies so appropriated, or otherwise made available to it.

XI. If this contract is an installment purchase contract, it is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract.

XII. The Contractor will carry public liability and property damage insurance and, if this is a construction contract, owners and contractors protective insurance issued by a company authorized to do business in the State of New York, in amounts satisfactory to the County, which shall name the County as a primary non-contributory additional insured.

The Contractor shall also carry disability benefits and workers' compensation insurance. Certificates of workers' compensation insurance shall be delivered on one of the following forms:

- CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits coverage; or
- C-105.2 – Certificate of Workers' Compensation Insurance; or
- SI-12 – Certificate of Workers' Compensation Self-Insurance, GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance.

Certificates of disability benefits coverage shall be delivered on one of the following forms:



- CE-200, Certificate of Attention of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- DB-120.1 - Certificate of Disability Benefits; or
- DB-155 - Certificate of Disability Benefits Self-Insurance.

Contractor shall attach to this Agreement certificates of insurance evidencing Contractor's compliance with these requirements.

XIII. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended forthwith to make such insertion.

XIV. The Contractor shall keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this agreement. Such books and records shall be kept available and maintained in a format for examination by qualified personnel of the County and/or the New York State Department of Audit and Control at all reasonable times and places during the period of execution of this agreement and for six (6) years from the date of final payment thereunder.

If part or all of the performance hereunder is to be conducted through subcontractors with other entities, then the Contractor agrees that it shall make the provisions of this article a formal part of all such subcontracts which shall specifically make reference to the records as noted hereinabove, and that all such records maintained by such subcontractors shall be made available and disclosed to qualified personnel of the County and/or the New York State Department of Audit and Control.

XV. It is understood that this instrument represents the entire agreement of the parties hereto; that all previous understandings are merged herein; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the party to be changed.

XVI. If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

XVII. Any contractor or subcontractor on a public works construction contract with the County of Schenectady, exceeding two hundred thousand dollars (\$200,000.00), shall have an approved apprenticeship program as provided for in Article 23 of the New York State Labor Law and shall so certify on the Apprenticeship Certification Form - Schenectady County Public Works Contract prior to execution of the contract by the County.

**XVIII. Any contractor or subcontractor who receives "State Funds" or "State-Authorized-Payments" acknowledges that they must comply with all applicable provisions of Executive Order #38 promulgated by the Governor of the State of New York, including:**

1. **Individuals/entities that receive SF/SAP to provide Program Services must determine whether they are qualified as a Covered Provider for a Covered Reporting Period (CRP), by using the EO-38 Covered Provider Determination Worksheet located at: <https://www.eo38.ny.gov/xd/determinationForm>**
2. **If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must determine whether it is in compliance with the Administrative Expenses limitations set forth in the regulations. Unless a waiver is granted, the regulations set the limitations on Administrative Expenses that apply to Covered Providers, which can be found at: [https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance\\_10-17-15.pdf](https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_10-17-15.pdf).**
3. **If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it must then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations, which can be found at [https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance\\_10-17-15.pdf](https://executiveorder38.ny.gov/sites/default/files/documents/EO38ProviderGuidance_10-17-15.pdf). If an individual/entity has determined that it is a Covered Provider (or is projected to qualify as a Covered Provider), it can then determine whether it is in compliance with the Executive Compensation limitations set forth in the regulations.**
4. **If an individual/entity has determined that it is a Covered Provider, it must submit an EO #38 Disclosure Form no later than 180 days after the close of their Covered Reporting Period. If a Covered Provider exceeds (or projects that it will exceed) the Administrative Expenses or Executive Compensation limitations, it may submit a timely waiver application no later than submission date of its EO #38 Disclosure Form.**
5. **If a Covered Provider is found to be out of compliance with the requirements in the regulations, either through the review of an EO #38 Disclosure Form or through failure to submit an EO #38 Disclosure Form, it must comply with all requests and further proceedings with the relevant state agency to comply with EO #38.**

**XIV Title VI Policy Statement:**

**It is the policy of the County of Schenectady to prevent and eliminate discrimination in all of its operations and services as well as all aspects of employment. All Department, Divisions, Offices, and Bureaus will plan, develop, and implement their programs and**

activities so that no person is subjected to unlawful discrimination based on race, color, gender, age, national origin, religion, disability, sexual orientation, marital status, or Vietnam era veteran status.

*Schenectady County assures that no person shall on the grounds of race, color, national origin as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. Schenectady County further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. In the event that Schenectady County distributes federal aid funds to another government entity, it will include Title VI language in all written agreements and will monitor for compliance.*

**Title VI Authority:**

Title VI of the Civil Rights Act of 1964 is the Federal Law that protects individuals from discrimination on the basis of their race, color or national origin in programs that receive Federal financial assistance.

The Civil Rights Restoration Act of 1987 clarified the broad, institution-wide application of Title VI.

1. Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.
2. Federal Transit Laws, Title 49, United States Code, Chapter 53
3. 49 CFR § 1.51
4. 49 CFR part 21
5. 28 CFR § 42.401 et seq.
6. 28 CFR § 50.3
7. 70 FR 74087, December 14, 2005

**Title VI Program and Assurances:**

A copy of Schenectady County's full Title VI Program and Assurances Statement is available for download on our website at, <http://www.schenectadycounty.com/AffirmativeAction>.

**Title VI Exhibit 1:**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Office of the Secretary for Research and Technology (OST-R), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.

## DESIGN SERVICES FEE PROPOSAL FOR SUNY SCHENECTADY HANGAR POD FIT-UP

February 7, 2023

Scott Tomlinson  
Facilities Engineer  
Schenectady County Office of Facilities  
612 State Street  
Schenectady, NY 12305

Dear Scott,

C2 Architecture, PC (C2) is pleased to submit the following design services fee proposal for your review and consideration. Please reach out with any questions that you may have.

C2 Architecture, PC will provide architectural design services for an interior fit-up for the SUNY Schenectady Hangar Pod within the Schenectady County Airport Parkway in Glenville, New York. It is our understanding that the existing space will need to be reconfigured and programmed to meet the County and College's needs. It is our understanding that the programming requirements for the classroom area within the pod are:

- (3) Teacher stations for flight instruction (these are 1-1 on instruction) for both pre-flight and post-flight
- Teacher cubicles are 3 x 5
- Flight instructors use laptops as opposed to desktops as they take their laptops in flight
- Teacher stations should be enclosed (preferably)
- Occupancy for area is 6 with a maximum of 10.
- The space should also support the following:
  - File cabinet
  - Printer
  - Bookshelf
  - Storage room (above office)
  - Power supply

### Construction Documents

C2 will work to develop full construction documents detailing the design for bidding purposes, as well as to be used for obtaining required permits for construction.

**Key Phase Deliverables:**

- Document existing conditions.
- (2) iterations of the concept plan.
- Produce final Construction Documents for building permit and construction to include the following:
  - Demolition Plan.
  - Floor Plan.
  - Interior elevations.
  - Coordinate Owner provided equipment plan.
  - Reflected ceiling plans indicating light fixtures.
  - Schedules (Door/Finish and partition types).
  - Detail as required.
  - Door and Hardware schedule.
  - NYS State Code review and Com Check.
- At completion of phase, C2 Architecture, PC will submit drawings to owner for review and approval. Following owner sign off, drawings will be submitted to owner for bidding and construction.

Any of the following would constitute an additional service. If requested, additional services are billed at C2 Architecture 2023 rate schedule, which is included at the end of this proposal.

- Changes to approved conceptual plan/ design. This would include major revisions to the drawings at the Owners request, after the submission of the building permit and changes in schedule will be invoiced at a rate per the 2023 hourly fee schedule.
- Cost of reproductions, shipping and mailings.
- Services required due to unforeseen conditions.
- Hazardous material investigation, testing or abatement design.
- Survey and geotechnical investigations or reports.
- Design of telephone, data, communications, or security systems.
- Drawing revisions for field changes (other than RFIs or Clarifications)
- Civil Engineering drawings.
- C2 Architecture, PC is not responsible for pricing. General contractor will handle all pricing estimates, budget creation, and purchasing.
- Construction Administration to be hourly based on the below rates.
- No MEP or structural engineering included.
- As-builts.

**Fee**

A/E fees for the above are **\$5,800.00 (Five Thousand Eight Hundred Dollars)** through completion of construction contract Construction Documents phase services, based on one continuous construction effort.

**Payments by Phase**

Basic Services	Fee Amount
Construction Documents	\$4,900.00
Construction Administration	\$900.00
<b>Total</b>	<b>\$5,800.00</b>

*Invoices will be billed monthly based on the percentage of work completed. Each payment will be Due 30 days from the receipt of invoice. Unpaid invoices will accrue interest at a rate of 1.5% per month.*

**Reimbursable Expenses**

C2 Architecture, PC will be reimbursed for project expenses in addition to the above fee.

- Cost for printing drawings.
- Postage and delivery expenses (At Cost).
- Travel outside of Capital District (At Cost).

**2023 Billing Rates**

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$180.00/hour
PROJECT MANAGER	\$150.00/hour
ARCHITECT	\$135.00/hour
ARCHITECTURAL DESIGNER	\$110.00/hour
OFFICE MANAGER	\$50.00/hour
INTERN ARCHITECT	\$75.00/hour
INTERIOR DESIGNER   RENDERER	\$100.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)

**Billing Rates**

Services outside of the agreed upon Scope of Work to be compensated through either an agreed upon lump sum or by using the billing rates for C2 Architecture employees set forth below.

PRINCIPAL	\$150.00/hour
PROJECT ARCHITECT   CODE ANALYSIS	\$120.00/hour
DESIGNER	\$100.00/hour
PROJECT MANAGER	\$90.00/hour
CONSULTANT	At his/her rate + negotiated markup (per contract)

**TERMS & CONDITIONS**

The Architect (C2) reserves the right to suspend work if payments are not made within 45 days and shall have no liability to the owner/client for delay or damage caused to the owner/client because of such suspension of services. Any legal fees incurred by C2 related to collection of fees shall be borne by the client.

Either party may terminate this agreement at any time with written notice of such termination sent directly to the other party. Upon receipt of such written notice, no further work will be completed under this contract. Should termination occur, C2 will be paid, as stipulated above, for all work completed prior to the termination date.

It is agreed that compensation for services provided is not contingent upon funding, city or government agency approval(s).

We thank you for the opportunity to submit this proposal and look forward to working with you in the near future. Should you have any questions at all, please do not hesitate to contact us.

*Should you decide to proceed with our proposal, services will commence upon receipt of the signed proposal.*

  
\_\_\_\_\_  
Michael A. Roman, RA, AIA, NCARB  
C2 Architecture, PC

\_\_\_\_\_  
Scott Tomlinson  
Schenectady County Office of Facilities

February 7, 2023  
Date

\_\_\_\_\_  
Date



LEGISLATIVE INITIATIVE FORM

**Date:** 3/31/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:** Ways and Means  
**Initiative:** PFTI 12

**Title of Proposed Resolution:**

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR THE PURCHASE OF VARIOUS VEHICLES BY THE DEPARTMENT OF PUBLIC WORKS

**Purpose and General Idea:**

Provides authorization to amend the 2023 Capital Budget for Fleet Replacement Fund

**Summary of Specific Provisions:**

Authorizes amendment to the 2023 Capital Budget to accommodate changes to the Fleet Replacement fund. Most vehicles purchased by Public Works have been purchased at less than or at the budgeted amount, however the price of some vehicles, specifically four hybrid vehicles, has been higher than anticipated.

**Effects Upon Present Law:**

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to provide for additional appropriation for 2023 planned vehicle purchases.

CAPITAL BUDGET

Increase Capital Project 5130230073

Increase Appropriation Code By:

H525130.201000	DEPW – Capital Projects - Equipment	\$22,000
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Increase Revenue Codes By:

H99901.503101	Interfund Transfer – General Fund	\$22,000
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Increase Appropriation Code By:

A599950.906	Transfer to Capital Fund	\$22,000
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Increase Appropriated Surplus By:

A599	Appropriated Fund Balance	\$22,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**Justification:**

The price increases are the result of inflation and increased demand for hybrids and electric vehicles in response to higher gas prices. The department was able to purchase two of the vehicles, but the remaining two are over the budgeted amount.

**Sponsor:** Legislator Patierne  
**Co-Sponsor:**

# COUNTY OF SCHENECTADY



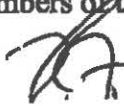
RORY FLUMAN  
COUNTY MANAGER

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

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

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

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

**Date:** March 31, 2023

**Re:** Authorization to Amend the 2023 Capital Budget for Fleet Replacement Fund

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Attached is a memorandum from Paul Sheldon, Director of Public Works, requesting authorization to amend the 2023 Capital Budget to accommodate changes to the Fleet Replacement Fund. While most of the vehicles purchased by Public Works have been purchased at less than or at the budgeted amount, the price of some of the vehicles, specifically four hybrid vehicles, has been higher than anticipated. As Mr. Sheldon indicates, this is the result of inflation and increased demand for hybrids and electric vehicles in response to higher gas prices. While the department was able to purchase two of the vehicles, the remaining two are over the budgeted amount.

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

I recommend your approval.

**Schenectady County**  
**Inter-Department Memorandum**

**DATE:** March 29, 2023  
**TO:** Rory Fluman, County Manager  
**FROM:** Paul Sheldon, Director of Public Works  
**COPIES:** File  
**SUBJECT:** 2023 Capital Vehicle Purchases

PS

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We are in the process of purchasing vehicles approved in the 2023 Capital budget for the various departments that require replacements of their current vehicles. Most vehicles we have purchased thus far have come in under budget or around the budget we had anticipated. However, the costs associated with the hybrid vehicles have increased dramatically. Four hybrid vehicles were requested in the capital budget however the cost for each vehicle is nearly \$11,000.00 over what we had anticipated. Increased fuel costs have caused the demand for EV and hybrid vehicles to increase significantly over the last 12 months. An inflation rate of 6% over the last few months have only made matters worse. We were able to purchase two of the four hybrid vehicles requested in the capital budget through savings on other vehicle purchases, however the remaining two vehicles are over our remaining budget. We are requesting an additional \$22,000.00 to purchase the remaining two hybrid vehicles that were budgeted in the 2023 capital budget.

We are also requesting an additional \$275,000.00 for the purchase of a fully equipped 2023 Tenco Model HV507 single axle dump truck. The new truck is replacing an existing 15-year-old plow truck with 115,000 miles. The cost to maintain the vehicle far exceeds the value of the truck thus necessitating the need to replace it. The new truck will be fully equipped for winter operations with a snowplow and wing, auto chains, GPS and two-way radio.

We recommend your approval.

County of Schenectady  
620 State Street, 3<sup>rd</sup> 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:** March 30, 2023  
**SUBJECT:** Capital Budget Amendment – Vehicle Fleet Replacement

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to provide for additional appropriation for 2023 planned vehicle purchases.

## CAPITAL BUDGET

### Increase Capital Project 5130230073

#### Increase Appropriation Code By:

H525130.201000	DEPW – Capital Projects - Equipment	<u>\$22,000</u>
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#### Increase Revenue Codes By:

H99901.503101	Interfund Transfer – General Fund	<u>\$22,000</u>
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#### Increase Appropriation Code By:

A599950.906	Transfer to Capital Fund	<u>\$22,000</u>
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#### Increase Appropriated Surplus By:

A599	Appropriated Fund Balance	<u>\$22,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**CAPITAL BUDGET REQUEST**

Year Funding Requested: 2023

Department Name: DEPW

Submitted by: \_\_\_\_\_ Date: 5/20/22

Project Name/Location: FLEET REPLACEMENT

Life of Project: \_\_\_\_\_

Request Classification:  Equipment  Project

Project Type:  New  Replacement/Renewal  Other

**Project Description**

The purchase of a 2023 Tenco Model HV507 single axle dump truck. This vehicle would be equipped with snow and ice equipment, auto chains, a GPS unit, and a two-way radio.

**Project Detail and Status/Justification**

This new vehicle would replace vehicle number 1146, a 2008 International dump truck. Vehicle 1146 will have approximately 115,000 miles at the time of replacement, but it is still operational and it will be retained and used as a spare.

Estimated Start Date: 1/1/2023

Estimated Total Cost: \$275,000

**SOURCE OF FUNDS:**

Federal Funding Amount: \_\_\_\_\_

State Funding Amount: \_\_\_\_\_

County Funding Amount: \$275,000

①  
Entered  
5/20/22  
ST

**Watkins Spring Co. Inc.**  
 368 Central Ave.  
 Albany, NY 12206  
 Phone: 518-463-4241 Fax: 518-426-4975  
 Need A Spring . . . Give Us A Ring!

05/19/2022  
**ESTIMATE #**  
**12260**  
 3010269

**Schenectady County Highway**  
 80 Keller Avenue  
 Schenectady, NY 12306

**Estimate**

Chain System - Single Axle

Part Number	Description	Quantity	Unit Price	Extended
68764	6 Strand Chain System	1.00	\$2,295.00	\$2,295.00
177.11626	PLC Union Connector 3/8in	1.00	\$12.54	\$12.54
177.11685C	PLC Male Connector 3/8 X 3/8in	1.00	\$9.72	\$9.72
177.11646	PLC Union Tee 3/8in	1.00	\$16.35	\$16.35
177.13b656	Brass PLC Union Elbow 3/8in	1.00	\$16.32	\$16.32
BP/HHH-RP	ATM MINI FUSE AD	1.00	\$21.33	\$21.33
<b>Labor: \$0.00      Hrs: 0.00      Parts: \$2,371.26</b>				<b>Job Total: \$2,371.26</b>

**Install RUD Chain System**

**Labor: \$1,040.00      Hrs: 8.00      Parts: \$0.00** **Job Total: \$1,040.00**

Service Writer: PC,

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right. TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within 2 days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts upon customer request. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

**Labor Total:                    \$1,040.00**  
**Parts Total:                    \$2,371.26**

**Shop Sup.:                      \$0.00**  
**HazMat:                         \$0.00**

**Sub Total:                      \$3,411.26**  
**Tax Total:                       \$0.00**

**Estimate Total:                \$3,411.26**



**SIGNATURE** .....

**Date** .....



# TENCO Industries

5700 South Lima Road Lakeville, NY 14480  
Phone: 888-808-3626 / Fax: 585-346-2982

**BUDGET QUOTE**  
**Quote Valid for 30 Days**

May 6, 2022

Steel Sales Inc. RE: Schenectady Co. Hwy.

Tenco Industries is pleased to offer you the following information at your request:

**One (1) Tenco Model H345-FW**

Custom tilting front hitch with Heated LED plow lights, (2) amber LED fog lights, and hitch portion of Tenco-Loc system

**One (1) Tenco Model FFH60-R**

60" full hydraulic front post with fixed hinge

**One (1) Tenco Model FRH60-R**

60" full hydraulic rear tower, armature, push arms, and air travel positioner

**One (1) Tenco Model TCO-11S-63-SR-ST**

Front one way plow with steel moldboard, 132" cutting edge, 34" nose height, 63" discharge height, rubber snow deflector, plow marker, and plow portion of Tenc-Loc system

**One (1) Tenco Model TCW-11H-39-N-R**

Right hand wing with 132" cutting edge, 3/16" wing skin, 32" intake height, and 39 1/2" discharge height

**One (1) Tenco Model TCB-10-T.**

10 ft. U-COMBO combination dump body and material spreader with single acting telescopic front hoist, front center and rear center discharge conveyor system, 1/4" Hardox 450 conveyor cover plate, 3/16" Hardox 450 construction for body shell, 50W steel full length dirt shedding fenders.

**Body to Include:**

Air actuated tailgate, 24" cab protector w/(4) oval amber LED flashers, 46" sides, 47" tailgate, body safety prop, oval amber LED flashers mounted in rear corner posts with all other Federal and NYS required lighting (LED stop/turn, LED back-up, LED markers), oval amber LED flashers in each side rear post, center coal door, rear apron, bottom conveyor guard, 88K link chain with cross bar every link rear discharge, full grease extension set (bearings, hoist, chain adjusters), folding grip strut ladder front left side, interior body step, shovel bracket, body up light, poly fenders body mounted, mud flaps, re-mount rear tow hooks, rear hitch plate assembly w/pintle, Roll-Rite aluminum electric tarp system, (6) LED work lights, cab mounted light bar assembly with LED strobe bar, body color Orange, and red/white DOT tape.

**Hydraulics to Include:**

- Front mounted tandem pump with Air Shift PTO and driveline
- Valve body to be mounted behind cab in a s/s enclosure, right side
- All valves and controls are to be air actuated
- Air lines shall be run through back of cab as per request, with (2) extra air lines from valve body to control pedestal
- 40 Gallon reservoir with shut off valves mounted behind cab, left side
- Low oil level sensor with automatic shutdown and override control
- Rexroth CS-530 electronic open loop sander control
- Pre-wet system with tanks mounted under cab shield, to include pump, plumbing to front and rear discharge w/spray bar assemblies, and fill caps on top of tanks
- Hard pipe to rear of body shall be stainless steel with short hoses as required
- Hydraulic lines to front hitch and pump shall be stainless steel with short hoses as required
- Quick couplers for all detachable equipment
- Plow controls to be mounted on swinging pedestal per request
- All valves, oils, and controls for the complete operations of dump body, plow equipment, sander, and pre-wet functions

**Total Package Price: \$135,600.00 (Available on Onondaga Co Contract #8996)**

**Budget Quote for Single Axle Package**

**Quote Valid for 30 Days**

All prices and freight terms F.O.B. Origin

Chassis must be delivered in a manner which allows the above listed equipment to be installed without modification to the chassis.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Mike Hodge Steel Sales Inc., Dealer Representative  
Glenn F. Plaisted Tenco Representative

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
wish to accept the above listed quotation.

\_\_\_\_\_  
Signature



**NYS MUNICIPAL QUOTE FORM**

CONTRACT# 8996 Heavy/Medium

DATE 6/8/2022

Municipality Schenectady County DPW  
Address 100 Kellar Ave  
City Schenectady NY 12305

Telephone 518-536-5340  
Fax XT: 3223  
Contact Keith Hudson

Model	Description	List base price	\$
<u>HV507</u>	<u>2023 - 4x2</u>	<u>112,333.00</u>	
	<b>Chassis Contract Price Factor</b>	<u>.70%</u>	
	<b>Subtotal Chassis Contract Price</b>	<u>78,633.10</u>	

**CONTRACT OPTIONS**

SINGLE AXLE

<b>MSRP Chassis Options</b>	<b>71,572.00</b>
<b>Tenco Equipment</b>	<b>135,600.00</b>

**WARRANTY AND LOCAL PURCHASES**

60 Month 300,000 mile Cummins SBK Contract	3,400.00

LETTER, PURCHASE ORDER OR VOUCHER MUST BE MADE OUT TO:

**NAVISTAR, INC.  
399 Albany Shaker Road  
Suite 202  
Loudonville, NY 12211**

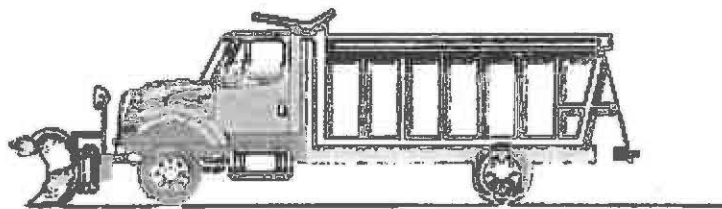
PRICE PACKAGE	<u>289,210.10</u>
DISCOUNT ON OPTIONS 15%	\$ <u>(10,736.55)</u>
ADDITIONAL DISCOUNTS	\$ <u>(29,362.30)</u>
TOTAL DELIVERED PRICE	\$ <u>249,111.25</u>

WB 185" CA/CT 110" AF 53" RATIO 5.13  
 PAINT COLOR Omaha Orange Paint Code 0311

**Prepared For:**  
**SCHENECTADY COUNTY**  
**Keith Hudson**  
**80 KELLAR AVENUE**  
**SCHENECTADY, NY 12305-**  
**(518)358 - 5344**  
**Reference ID: N/A**

**Presented By:**  
**H. L. GAGE SALES, INC.**  
**Ted Hane**  
**121 WASHINGTON AVE EXTENSION**  
**ALBANY NY 12205 -**  
**(518)456-8871**

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
**2023 HV507 SFA (HV507)**

<b>AXLE CONFIG:</b>	<b>4X2</b>
<b>APPLICATION:</b>	<b>Front Plow and Wing with Spreader</b>
<b>MISSION:</b>	<b>Requested GVWR: 43000. Calc. GVWR: 47120. Calc. GCWR: 80000</b> <b>Calc. Start / Grade Ability: 31.10% / 3.36% @ 55 MPH</b> <b>Calc. Geared Speed: 80.1 MPH</b>
<b>DIMENSION:</b>	<b>Wheelbase: 185.00, CA: 110.00, Axle to Frame: 53.00</b>
<b>ENGINE, DIESEL:</b>	<b>{Cummins L9 380} EPA 2021, 380HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM</b> <b>Governed Speed, 380 Peak HP (Max)</b>
<b>TRANSMISSION, AUTOMATIC:</b>	<b>{Allison 4000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with</b> <b>PTO Provision, Loss Retarder, includes Oil Level Sensor, On/Off Highway</b>
<b>CLUTCH:</b>	<b>Omit Item (Clutch &amp; Control)</b>
<b>AXLE, FRONT NON-DRIVING:</b>	<b>{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity</b>
<b>AXLE, REAR, SINGLE:</b>	<b>{Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential,</b> <b>T Wheel Ends Gear Ratio: 5.13</b>
<b>CAB:</b>	<b>Conventional, Day Cab</b>
<b>TIRE, FRONT:</b>	<b>(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position</b>
<b>TIRE, REAR:</b>	<b>(4) 12R22.5 Load Range H HDR2+ (CONTINENTAL), 479 rev/mile, 78 MPH, Drive</b>
<b>SUSPENSION, REAR, SINGLE:</b>	<b>31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs</b>
<b>PAINT:</b>	<b>Cab schematic 100WK</b> <b>Location 1: 0311, Omaha Orange (Std)</b> <b>Chassis schematic N/A</b>

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
HV50700	Base Chassis, Model HV507 SFA with 185.00 Wheelbase, 110.00 CA, and 53.00 Axle to Frame.	\$112,333.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$84.00
1ANA	AXLE CONFIGURATION (Navistar) 4x2	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.	
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.600" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL	\$2,318.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	\$0.00
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	\$26.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	\$580.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 196" (495cm)	\$0.00
2ARY	AXLE, FRONT NON-DRIVING (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity	\$2,628.00
3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers	\$595.00
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control	\$770.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	
4818	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	\$542.00
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.	
4732	DRAIN VALVE (Berg) with Pull Chain, for Air Tank	\$0.00
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	\$0.00
4EBS	AIR DRYER (Bendix AD-9) with Heater	\$450.00
4EXU	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 SsqIn Spring Brake	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 SsqIn	\$0.00
4LAA	SLACK ADJUSTERS, FRONT (Haldex) Automatic	\$38.00
4LGA	SLACK ADJUSTERS, REAR (Haldex) Automatic	\$58.00
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	\$0.00

## INTERNATIONAL®

Vehicle Specifications  
2021 HV507 SFA (HV507)

May 19, 2022

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	\$50.00
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	\$91.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	\$70.00
4WDU	HAND CONTROL VALVE, AIR for Trailer Brakes, Omit Item	\$0.00
4XDA	BRAKES, REAR (Meritor 16.5X8.625 CAST PLUS) Air S-Cam Type, Cast Splder, Cast Shoe, Double Anchor Pin, Size 16.5" X 8.625", 38,000-lb Capacity per Axle	(\$303.00)
4XDT	BRAKES, FRONT (Meritor 16.5X6 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity	(\$1,068.00)
5710	STEERING COLUMN Titing and Telescoping	\$463.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	\$0.00
5PTB	STEERING GEAR (2) (Sheppard M100/M80) Dual Power	\$1,159.00
6DGC	DRIVELINE SYSTEM (Dana Spicer) SPL170, for 4x2/6x2	\$612.00
7BEU	AFTERTREATMENT COVER Aluminum	\$278.00
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	\$2,128.00
7SDP	ENGINE COMPRESSION BRAKE (Jacobs) for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	\$2,448.00
7WAZ	TAIL PIPE (1) Turnback Type	\$94.00
7WCR	EXHAUST HEIGHT 10' 11"	\$72.00
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u>	
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel	
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light	
	: STARTER SWITCH Electric, Key Operated	
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature	
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever	
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	
	: WIRING, CHASSIS Color Coded and Continuously Numbered	
8541	HORN, ELECTRIC (2) Disc Style	\$28.00
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	\$30.00
8875	BATTERY TERMINALS Sealed	\$51.00
8GXJ	ALTERNATOR (Leece-Neville AVI160P2013) Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	\$0.00

## INTERNATIONAL\*

Vehicle Specifications  
2021 HV507 SFA (HV507)

May 10, 2022

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
8HAE	BODY BUILDER WIRING Rear of Frame; includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	\$209.00
8MSG	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	\$103.00
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	\$183.00
8RMX	RADIO Omit, includes Wiring and Antenna	\$0.00
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	\$138.00
8RPP	ANTENNA Shark Fin, Roof Mounted	\$0.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	\$158.00
8TMG	TRAILER CONNECTION SOCKET (Phillips) 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	\$438.00
8TMH	SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches in Instrument Panel	\$70.00
8WBW	JUMP START STUD Remote Mounted	\$168.00
8WEJ	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 35" Back of Cab	\$210.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$42.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	\$42.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$42.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	\$0.00
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	\$42.00
8WXG	STARTING MOTOR (Mitsubishi Electric Automotive America 105P) 12-Volt, with Soft-Start	\$151.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	\$0.00
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	\$0.00
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	\$397.00
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	\$94.00

## INTERNATIONAL®

Vehicle Specifications  
2021 HV507 SFA (HV507)

May 19, 2022

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel	\$38.00
8XNY	HEADLIGHTS Halogen	\$0.00
9685	FENDER EXTENSIONS Rubber	\$104.00
9AAB	LOGOS EXTERIOR Model Badges	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	\$0.00
9ANG	HOOD, HATCH (01) for Servicing	\$444.00
9HBM	GRILLE Stationary, Chrome	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	\$76.00
9WAC	BUG SCREEN Mounted Behind Grille	\$131.00
9WBC	FRONT END Tinting, Fiberglass, with Three Piece Construction, for WorkStar/HV	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100  <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"	\$0.00
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	\$1,126.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/IS6.7/ISL/L9 Engines  <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	\$98.00
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	\$353.00
12ESS	ENGINE, DIESEL {Cummins L9 380} EPA 2021, 360HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 380 Peak HP (Max)	\$14,216.00
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed  <u>Includes</u> : FAN Nylon	\$0.00
12UYH	RADIATOR Aluminum, Cross Flow, Front to Back System, 1469 Sqin, with 1172 Sqin Charge Air Cooler  <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	\$0.00
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control	\$396.00

## INTERNATIONAL\*

Vehicle Specifications  
2021 HV507 SFA (HV507)

May 19, 2022

<u>Code</u>	<u>Description</u>	<u>List</u> <u>(US DOLLAR)</u>
12VJC	EMISSION, CALENDAR YEAR (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2022	\$0.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	\$0.00
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	\$97.00
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	\$80.00
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty	\$0.00
13ATR	TRANSMISSION, AUTOMATIC (Allison 4000 RDS) 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	\$20,757.00
13WAW	OIL COOLER, AUTO TRANSMISSION (Modine) Water to Oil Type	\$898.00
13WDZ	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary	\$48.00
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	\$50.00
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	\$405.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	\$0.00
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$156.00
13XAT	PTO LOCATION Dual, Customer Intends to Install PTO at Left Side and/or Top of Transmission	\$0.00
14ASD	AXLE, REAR, SINGLE (Meritor RS-30-185) Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends . Gear Ratio: 5.13	\$5,409.00
	<u>Notes</u> : Axle Lead Time is 80 Days	
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs	\$305.00
14WMH	AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 40 thru 49.99 Pints	\$214.00
15LNS	FUEL/WATER SEPARATOR (Racor 400 Series) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-In-Fuel Sensor, Mounted on Engine	\$123.00
15SGD	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Left Side, Under Cab	\$451.00
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	\$0.00
16030	CAB Conventional, Day Cab	\$0.00
166AM	AIR CONDITIONER with Integral Heater and Defroster	\$823.00
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	\$0.00



<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
	<u>Includes</u> : GAUGE CLUSTER DISPLAY; Base Level (3" Monochromatic Display), Premium Level (6" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	
16HHE	GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) with Black Bezel, Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JNV	SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust	\$157.00
16RXP	SEAT, PASSENGER (National 2000) Air-Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Dual Shocks	\$784.00
16SDZ	MIRROR, CONVEX, HOOD MOUNTED (Lang Mekra) (2) Right and Left Side, Bright, 7.5" Sq.	\$270.00
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	\$118.00
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	\$505.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	
16VHX	CAB MOUNTING HEIGHT EFFECTS High Cab in Lieu of Mid High Cab Mounting (Approx. 4.5")	\$0.00
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	
16VSL	WINDSHIELD Heated, Single Piece	\$632.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$45.00
16WBZ	ARM REST, LEFT, PASSENGER SEAT	\$45.00
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	\$90.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	\$367.00
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
16XJN	INSTRUMENT PANEL Flat Panel	\$0.00
16XRX	MODESTY PANEL Painted	\$217.00

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	\$348.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	\$0.00
27DUL	WHEELS, FRONT (Accuride 29300) DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$204.00
28DUK	WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	\$127.00
80AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	\$790.00
7382155444	(4) TIRE, REAR 12R22.5 Load Range H HDR2+ (CONTINENTAL), 479 rev/mile, 75 MPH, Drive	\$1,932.00
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position	\$1,176.00
<b>Total of Product Features</b>		<b>\$183,910.00</b>
<b>Services Section:</b>		
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	\$0.00
40UHK	SRV CONTRACT, EXT CMMS ENGINE (Cummins) To 60-Month/300,000 Miles (480,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 2 (Truck Application Only)	\$3,400.00
<b>Total of Service Features</b>		<b>\$3,400.00</b>
<b>Total List Price Including Options:</b>		<b>\$187,310.00</b>
<b>Body/Alled Equipment Code</b>	<b>Description</b>	<b>List</b>
<b>Goods Purchased Code</b>	<b>Description</b>	<b>List</b>

# TENCO Industries

5700 South Lima Road Lakeville, NY 14480  
Phone: 888-808-3626 / Fax: 585-346-2982

**BUDGET QUOTE**  
**Quote Valid for 30 Days**

May 6, 2022

Steel Sales Inc. RE: Schenectady Co. Hwy.

Tenco Industries is pleased to offer you the following information at your request:

**One (1) Tenco Model H345-FW**

Custom tilting front hitch with Heated LED plow lights, (2) amber LED fog lights, and hitch portion of Tenc-Loc system

**One (1) Tenco Model FFH60-R**

60" full hydraulic front post with fixed hinge

**One (1) Tenco Model FRH60-R**

60" full hydraulic rear tower, armature, push arms, and air travel positioner

**One (1) Tenco Model TCO-11S-63-SR-ST**

Front one way plow with steel moldboard, 132" cutting edge, 34" nose height, 63" discharge height, rubber snow deflector, plow marker, and plow portion of Tenc-Loc system

**One (1) Tenco Model TCW-11H-39-N-R**

Right hand wing with 132" cutting edge, 3/16" wing skin, 32" intake height, and 39 1/2" discharge height

**One (1) Tenco Model TCB-10-T**

10 ft. U-COMBO combination dump body and material spreader with single acting telescopic front hoist, front center and rear center discharge conveyor system, 1/4" Hardox 450 conveyor cover plate, 3/16" Hardox 450 construction for body shell, 50W steel full length dirt shedding fenders.

**Body to Include:**

Air actuated tailgate, 24" cab protector w/(4) oval amber LED flashers, 46" sides, 47" tailgate, body safety prop, oval amber LED flashers mounted in rear corner posts with all other Federal and NYS required lighting (LED stop/turn, LED back-up, LED markers), oval amber LED flashers in each side rear post, center coal door, rear apron, bottom conveyor guard, 88K link chain with cross bar every link rear discharge, full grease extension set (bearings, hoist, chain adjusters), folding grip strut ladder front left side, interior body step, shovel bracket, body up light, poly fenders body mounted, mud flaps, re-mount rear tow hooks, rear hitch plate assembly w/pintle, Roll-Rite aluminum electric tarp system, (6) LED work lights, cab mounted light bar assembly with LED strobe bar, body color Orange, and red/white DOT tape.

**Hydraulics to Include:**

- Front mounted tandem pump with Air Shift PTO and driveline
- Valve body to be mounted behind cab in a s/s enclosure, right side
- All valves and controls are to be air actuated
- Air lines shall be run through back of cab as per request, with (2) extra air lines from valve body to control pedestal
- 40 Gallon reservoir with shut off valves mounted behind cab, left side
- Low oil level sensor with automatic shutdown and override control
- Rexroth CS-530 electronic open loop sander control
- Pre-wet system with tanks mounted under cab shield, to include pump, plumbing to front and rear discharge w/spray bar assemblies, and fill caps on top of tanks
- Hard pipe to rear of body shall be stainless steel with short hoses as required
- Hydraulic lines to front hitch and pump shall be stainless steel with short hoses as required
- Quick couplers for all detachable equipment
- Flow controls to be mounted on swinging pedestal per request
- All valves, oils, and controls for the complete operations of dump body, plow equipment, sander, and pre-wet functions

**Total Package Price: \$135,600.00 (Available on Onondaga Co Contract #8996)**

**Budget Quote for Single Axle Package**

**Quote Valid for 30 Days**

**All prices and freight terms F.O.B. Origin**

**Chassis must be delivered in a manner which allows the above listed equipment to be installed without modification to the chassis.**

**If you have any questions or concerns, please feel free to contact me.**

**Sincerely,**

**Mike Hodge Steel Sales Inc., Dealer Representative  
Glenn F. Plaisted Tenco Representative**

**TENCO**

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
wish to accept the above listed quotation.

\_\_\_\_\_  
Signature

LEGISLATIVE INITIATIVE FORM

**Date:** 3/31/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:** Ways and Means  
**Initiative:** PFTI 13

**Title of Proposed Resolution:**

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR THE PURCHASE OF A TRUCK BY THE DEPARTMENT OF PUBLIC WORKS

**Purpose and General Idea:**

Provides authorization to amend the 2023 Capital Budget for New Capital Equipment

**Summary of Specific Provisions:**

Authorizes amendment to the 2023 Capital Budget to accommodate the purchase of a fully equipped 2023 Tenco HV507 single axle dump truck.

**Effects Upon Present Law:**

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to provide for the purchase of a Single Axle Dump Truck.

CAPITAL BUDGET

Establish Capital Project 5130230087

Increase Appropriation Code By:

H525130.201000	DEPW – Capital Projects - Equipment	\$275,000
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Increase Revenue Codes By:

H93333.5710	Obligation Serial Bonds	\$275,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.

**Justification:**

This new truck would be fully equipped for winter operations and the existing 15-year-old plow truck currently utilized by Public Works has become too costly to maintain, exceeding the truck's value.

**Sponsor:** Legislator Patierne

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



RORY FLUMAN  
COUNTY MANAGER

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

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

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager

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

**Date:** March 31, 2023

**Re:** Authorization to Amend the 2023 Capital Budget for New Capital Equipment

---

Attached is a memorandum from Paul Sheldon, Director of Public Works, requesting authorization to amend the 2023 Capital Budget accommodate the purchase of new capital equipment, specifically a fully equipped 2023 Tenco HV507 single axle dump truck. This new truck would be fully equipped for winter operations. As Mr. Sheldon indicates, the existing 15-year-old plow truck currently utilized by Public Works has become too costly to maintain, far exceeding the truck's value.

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

I recommend your approval.

**Schenectady County  
Inter-Department Memorandum**

**DATE:** March 29, 2023  
**TO:** Rory Fluman, County Manager  
**FROM:** Paul Sheldon, Director of Public Works  
**COPIES:** File  
**SUBJECT:** 2023 Capital Vehicle Purchases

PS

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We are in the process of purchasing vehicles approved in the 2023 Capital budget for the various departments that require replacements of their current vehicles. Most vehicles we have purchased thus far have come in under budget or around the budget we had anticipated. However, the costs associated with the hybrid vehicles have increased dramatically. Four hybrid vehicles were requested in the capital budget however the cost for each vehicle is nearly \$11,000.00 over what we had anticipated. Increased fuel costs have caused the demand for EV and hybrid vehicles to increase significantly over the last 12 months. An inflation rate of 6% over the last few months have only made matters worse. We were able to purchase two of the four hybrid vehicles requested in the capital budget through savings on other vehicle purchases, however the remaining two vehicles are over our remaining budget. We are requesting an additional \$22,000.00 to purchase the remaining two hybrid vehicles that were budgeted in the 2023 capital budget.

We are also requesting an additional \$275,000.00 for the purchase of a fully equipped 2023 Tenco Model HV507 single axle dump truck. The new truck is replacing an existing 15-year-old plow truck with 115,000 miles. The cost to maintain the vehicle far exceeds the value of the truck thus necessitating the need to replace it. The new truck will be fully equipped for winter operations with a snowplow and wing, auto chains, GPS and two-way radio.

We recommend your approval.

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



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaelyn Falotico, Commissioner of Finance *JF*  
**DATE:** March 30, 2023  
**SUBJECT:** Capital Budget Amendment – Single Axle Dump Truck

---

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget to provide for the purchase of a Single Axle Dump Truck.

## CAPITAL BUDGET

### Establish Capital Project 5130230087

#### Increase Appropriation Code By:

H525130.201000	DEPW – Capital Projects - Equipment	<u>\$275,000</u>
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#### Increase Revenue Codes By:

H93333.5710	Obligation Serial Bonds	<u>\$275,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for their consideration.



**CAPITAL BUDGET REQUEST**

Year Funding Requested: 2023

Department Name: DEPW

Submitted by: \_\_\_\_\_ Date: 5/20/22

Project Name/Location: FLEET REPLACEMENT

Life of Project: \_\_\_\_\_

Request Classification:  Equipment  Project

Project Type:  New  Replacement/Renewal  Other

**Project Description**

The purchase of a 2023 Tenco Model HV507 single axle dump truck. This vehicle would be equipped with snow and ice equipment, auto chains, a GPS unit, and a two-way radio.

**Project Detail and Status/Justification**

This new vehicle would replace vehicle number 1146, a 2008 International dump truck. Vehicle 1146 will have approximately 115,000 miles at the time of replacement, but it is still operational and it will be retained and used as a spare.

Estimated Start Date: 1/1/2023

Estimated Total Cost: \$275,000

**SOURCE OF FUNDS:**

Federal Funding Amount: \_\_\_\_\_

State Funding Amount: \_\_\_\_\_

County Funding Amount: \$275,000

*D*  
*Entered*  
*5/20/22* *(SH)*

**Watkins Spring Co. Inc.**

368 Central Ave.  
Albany, NY 12206  
Phone: 518-463-4241 Fax: 518-426-4975  
Need A Spring . . . Give Us A Ring!

05/19/2022  
ESTIMATE #  
**12260**  
3010269

**Schenectady County Highway**  
80 Keller Avenue  
Schenectady, NY 12306

**Estimate**

Chain System - Single Axle

Part Number	Description	Quantity	Rate	Extended
68764	6 Strand Chain System	1.00	\$2,295.00	\$2,295.00
177.11626	PLC Union Connector 3/8in	1.00	\$12.54	\$12.54
177.11686C	PLC Male Connector 3/8 X 3/8in	1.00	\$9.72	\$9.72
177.11646	PLC Union Tee 3/8in	1.00	\$16.35	\$16.35
177.13b656	Brass PLC Union Elbow 3/8in	1.00	\$16.32	\$16.32
BP/HHH-RP	ATM MINI FUSE AD	1.00	\$21.33	\$21.33
<b>Labor: \$0.00</b>			<b>Hrs: 0.00</b>	<b>Parts: \$2,371.26</b>
				<b>Job Total: \$2,371.26</b>

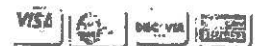
**Install RUD Chain System**

**Labor: \$1,040.00**      **Hrs: 8.00**      **Parts: \$0.00**      **Job Total: \$1,040.00**

Service Writer: PC,

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG; I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right. TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within 2 days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts upon customer request. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

**Labor Total: \$1,040.00**  
**Parts Total: \$2,371.26**  
  
**Shop Sup.: \$0.00**  
**HazMat: \$0.00**  
  
**Sub Total: \$3,411.26**  
**Tax Total: \$0.00**  
  
**Estimate Total: \$3,411.26**



**SIGNATURE**.....

**Date**.....



# TENCO Industries

5700 South Lima Road Lakeville, NY 14480  
Phone: 888-808-3626 / Fax: 585-346-2982

**BUDGET QUOTE**  
**Quote Valid for 30 Days**

May 6, 2022

Steel Sales Inc. RE: Schenectady Co. Hwy.

Tenco Industries is pleased to offer you the following information at your request:

**One (1) Tenco Model H345-FW**

Custom tilting front hitch with Heated LED plow lights, (2) amber LED fog lights, and hitch portion of Tenco-Loc system

**One (1) Tenco Model FFH60-R**

60" full hydraulic front post with fixed hinge

**One (1) Tenco Model FRH60-R**

60" full hydraulic rear tower, armature, push arms, and air travel positioner

**One (1) Tenco Model TCO-11S-63-SR-ST**

Front one way plow with steel moldboard, 132" cutting edge, 34" nose height, 63" discharge height, rubber snow deflector, plow marker, and plow portion of Tenc-Loc system

**One (1) Tenco Model TCW-11H-39-N-R**

Right hand wing with 132" cutting edge, 3/16" wing skin, 32" intake height, and 39 1/2" discharge height

**One (1) Tenco Model TCB-10-T**

10 ft. U-COMBO combination dump body and material spreader with single acting telescopic front hoist, front center and rear center discharge conveyor system, 1/4" Hardox 450 conveyor cover plate, 3/16" Hardox 450 construction for body shell, 50W steel full length dirt shedding fenders.

**Body to Include:**

Air actuated tailgate, 24" cab protector w/(4) oval amber LED flashers, 46" sides, 47" tailgate, body safety prop, oval amber LED flashers mounted in rear corner posts with all other Federal and NYS required lighting (LED stop/turn, LED back-up, LED markers), oval amber LED flashers in each side rear post, center coal door, rear apron, bottom conveyor guard, 88K link chain with cross bar every link rear discharge, full grease extension set (bearings, hoist, chain adjusters), folding grip strut ladder front left side, interior body step, shovel bracket, body up light, poly fenders body mounted, mud flaps, re-mount rear tow hooks, rear hitch plate assembly w/pintle, Roll-Rite aluminum electric tarp system, (6) LED work lights, cab mounted light bar assembly with LED strobe bar, body color Orange, and red/white DOT tape.

**Hydraulics to Include:**

- Front mounted tandem pump with Air Shift PTO and driveline
- Valve body to be mounted behind cab in a s/s enclosure, right side
- All valves and controls are to be air actuated
- Air lines shall be run through back of cab as per request, with (2) extra air lines from valve body to control pedestal
- 40 Gallon reservoir with shut off valves mounted behind cab, left side
- Low oil level sensor with automatic shutdown and override control
- Rexroth CS-530 electronic open loop sander control
- Pre-wet system with tanks mounted under cab shield, to include pump, plumbing to front and rear discharge w/spray bar assemblies, and fill caps on top of tanks
- Hard pipe to rear of body shall be stainless steel with short hoses as required
- Hydraulic lines to front hitch and pump shall be stainless steel with short hoses as required
- Quick couplers for all detachable equipment
- Plow controls to be mounted on swinging pedestal per request
- All valves, oils, and controls for the complete operations of dump body, plow equipment, sander, and pre-wet functions

Total Package Price: \$135,600.00 (Available on Onondaga Co Contract #8996)

Budget Quote for Single Axle Package

Quote Valid for 30 Days

All prices and freight terms F.O.B. Origin

Chassis must be delivered in a manner which allows the above listed equipment to be installed without modification to the chassis.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Mike Hodge Steel Sales Inc., Dealer Representative  
Glenn F. Plaisted Tenco Representative

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
wish to accept the above listed quotation.

\_\_\_\_\_  
Signature

**NYS MUNICIPAL QUOTE FORM**

CONTRACT# 8996 Heavy/Medium

DATE 6/8/2022

Municipality Schenectady County DPW  
Address 100 Kellar Ave  
City Schenectady NY 12305

Telephone 518-536-5340  
Fax XT: 3223  
Contact Keith Hudson

Model	Description	List base price	\$
<u>HV507</u>	<u>2023 - 4x2</u>	<u>112,333.00</u>	
	Chassis Contract Price Factor	<u>.70%</u>	
	Subtotal Chassis Contract Price	<u>78,633.10</u>	

**CONTRACT OPTIONS**

JINGLE AXLE

<b>MSRP Chassis Options</b>	<b>71,572.00</b>
<b>Tenco Equipment</b>	<b>135,600.00</b>

**WARRANTY AND LOCAL PURCHASES**

60 Month 300,000 mile Cummins SBK Contract	3,400.00

LETTER, PURCHASE ORDER OR VOUCHER MUST BE MADE OUT TO:

**NAVISTAR, INC.  
399 Albany Shaker Road  
Suite 202  
Loudonville, NY 12211**

PRICE PACKAGE	<u>289,210.10</u>
DISCOUNT ON OPTIONS 15%	\$ <u>(10,736.55)</u>
ADDITIONAL DISCOUNTS	\$ <u>(29,362.30)</u>
TOTAL DELIVERED PRICE	\$ <u>249,111.25</u>

WB 185" CA/CT 110" AF 53" RATIO 5.13  
 PAINT COLOR Omaha Orange Paint Code 0311

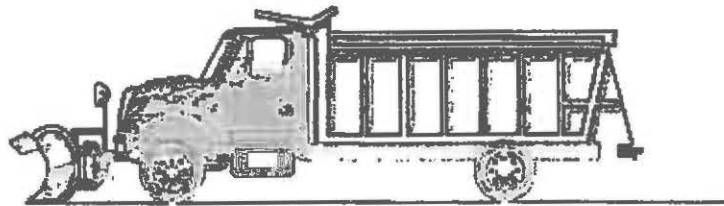
**INTERNATIONAL®**

June 07, 2022

Prepared For:  
SCHENECTADY COUNTY  
Keith Hudson  
80 KELLAR AVENUE  
SCHENECTADY, NY 12305-  
(518)358 - 5344  
Reference ID: N/A

Presented By:  
H. L. GAGE SALES, INC.  
Ted Hans  
121 WASHINGTON AVE EXTENSION  
ALBANY NY 12205 -  
(518)456-8871

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



**Model Profile**  
2023 HV507 SFA (HV507)

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Front Plow and Wing with Spreader
<b>MISSION:</b>	Requested GVWR: 43000. Calc. GVWR: 47120. Calc. GCWR: 80000 Calc. Start / Grade Ability: 31.10% / 3.36% @ 55 MPH Calc. Geared Speed: 80.1 MPH
<b>DIMENSION:</b>	Wheelbase: 185.00, CA: 110.00, Axle to Frame: 53.00
<b>ENGINE, DIESEL:</b>	(Cummins L9 380) EPA 2021, 380HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 380 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	(Allison 4000 RDS) 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Loss Retarder, Includes Oil Level Sensor, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	(Meritor MFB-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	(Meritor RS-30-185) Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends Gear Ratio: 5.13
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 12R22.5 Load Range H HDR2+ (CONTINENTAL), 479 rev/mile, 75 MPH, Drive
<b>SUSPENSION, REAR, SINGLE:</b>	31,000-lb Capacity, Vert-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
<b>PAINT:</b>	Cab schematic 100WK Location 1: 0311, Omaha Orange (Std) Chassis schematic N/A

INTERNATIONAL<sup>®</sup>

Vehicle Specifications  
2021 HV507 SFA (HV507)

May 19, 2022

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 185.00 Wheelbase, 110.00 CA, and 53.00 Axle to Frame.	\$112,333.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$84.00
1ANA	AXLE CONFIGURATION (Navistar) 4x2	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.	
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL	\$2,318.00
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	\$0.00
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	\$26.00
1WDS	FRAME EXTENSION, FRONT Integral; 20" in Front of Grille	\$590.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	\$0.00
2ARY	AXLE, FRONT NON-DRIVING (Meritor MFS-20-133A) Wide Track, I-Beam Type, 20,000-lb Capacity	\$2,526.00
3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers	\$595.00
3WAJ	SPRINGS, FRONT AUXILIARY Air Bag, Right Side Only, Driver Control	\$770.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes:</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/6x6	
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	\$542.00
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.	
4732	DRAIN VALVE (Berg) with Pull Chain, for Air Tank	\$0.00
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	\$0.00
4EBS	AIR DRYER (Bendix AD-9) with Heater	\$450.00
4EXU	BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 Sqn Spring Brake	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE (Bendix) 24 Sqn	\$0.00
4LAA	SLACK ADJUSTERS, FRONT (Haldex) Automatic	\$38.00
4LGA	SLACK ADJUSTERS, REAR (Haldex) Automatic	\$58.00
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	\$0.00



<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	\$50.00
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	\$91.00
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	\$35.00
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes	\$70.00
4WDU	HAND CONTROL VALVE, AIR for Trailer Brakes, Omit Item	\$0.00
4XDA	BRAKES, REAR (Meritor 16.5X8.625 CAST PLUS) Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Size 16.5" X 8.625", 38,000-lb Capacity per Axle	(\$303.00)
4XDT	BRAKES, FRONT (Meritor 16.5X8 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 20,000-lb Capacity	(\$1,068.00)
5710	STEERING COLUMN Tilting and Telescoping	\$463.00
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	\$0.00
5PTB	STEERING GEAR (2) (Sheppard M100/M80) Dual Power	\$1,159.00
6DGC	DRIVELINE SYSTEM (Dana Spicer) SPL170, for 4x2/6x2	\$612.00
7BEU	AFTERTREATMENT COVER Aluminum	\$278.00
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	\$2,128.00
7SDP	ENGINE COMPRESSION BRAKE (Jacobs) for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	\$2,446.00
7WAZ	TAIL PIPE (1) Turnback Type	\$64.00
7WCR	EXHAUST HEIGHT 10' 11"	\$72.00
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum	\$0.00
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	\$0.00
	<u>Includes</u>	
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab	
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel	
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever	
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light	
	: STARTER SWITCH Electric, Key Operated	
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector	
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature	
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever	
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted	
	: WIRING, CHASSIS Color Coded and Continuously Numbered	
8541	HORN, ELECTRIC (2) Disc Style	\$29.00
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	\$30.00
8875	BATTERY TERMINALS Sealed	\$51.00
8GXJ	ALTERNATOR (Leece-Neville AVI160P2013) Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	\$0.00

## INTERNATIONAL\*

Vehicle Specifications  
2021 HV507 SFA (HV507)

May 19, 2022

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	\$209.00
8MSG	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1880CCA Total, Top Threaded Stud	\$103.00
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	\$163.00
8RMX	RADIO Omit, Includes Wiring and Antenna	\$0.00
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	\$138.00
8RPP	ANTENNA Shark Fin, Roof Mounted	\$0.00
8THB	BACK-UP ALARM Electric, 102 dBA	\$120.00
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications	\$158.00
8TMG	TRAILER CONNECTION SOCKET (Phillips) 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	\$439.00
8TMH	SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, with Maximum of 20 amp Load with Switches in Instrument Panel	\$70.00
8WBW	JUMP START STUD Remote Mounted	\$168.00
8WEJ	BATTERY BOX Steel, with Fiberglass Cover, 2-4 Battery Capacity, Mounted Left Side Perpendicular to Frame Rail, 35" Back of Cab	\$210.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$42.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	\$0.00
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	\$42.00
8WRB	HEADLIGHTS ON WWIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$42.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	\$0.00
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	\$42.00
8WXG	STARTING MOTOR (Mitsubishi Electric Automotive America 105P) 12-Volt, with Soft-Start	\$151.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	\$0.00
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	\$0.00
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	\$397.00
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	\$94.00

INTERNATIONAL<sup>®</sup>

Vehicle Specifications  
2021 HV507 SFA (HV507)

May 19, 2022

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
8XHR	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel	\$36.00
8XNY	HEADLIGHTS Halogen	\$0.00
9585	FENDER EXTENSIONS Rubber	\$104.00
9AAB	LOGOS EXTERIOR Model Badges	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	\$0.00
9ANG	HOOD, HATCH (01) for Servicing	\$444.00
9HBM	GRILLE Stationary, Chrome	\$0.00
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	\$76.00
9WAC	BUG SCREEN Mounted Behind Grille	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	\$1,125.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	\$0.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F / -40 Degrees C, Freeze Protection	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	\$98.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	\$353.00
12ESS	ENGINE, DIESEL {Cummins L9 380} EPA 2021, 380HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 380 Peak HP {Max}	\$14,218.00
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	\$0.00
	<u>Includes</u> : FAN Nylon	
12UYH	RADIATOR Aluminum, Cross Flow, Front to Back System, 1469 SqIn, with 1172 SqIn Charge Air Cooler	\$0.00
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control	\$398.00

## INTERNATIONAL®

Vehicle Specifications  
2021 HV507 SFA (HV507)

May 19, 2022

<u>Code</u>	<u>Description</u>	<u>List (US DOLLAR)</u>
12VJC	EMISSION, CALENDAR YEAR (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2022	\$0.00
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	\$0.00
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; includes "Certified Clean Idle" Decal located on Driver Door	\$97.00
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins 86.7 and L9 Engines	\$80.00
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty	\$0.00
13ATR	TRANSMISSION, AUTOMATIC (Allison 4000 RDS) 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	\$20,757.00
13AWA	OIL COOLER, AUTO TRANSMISSION (Modine) Water to Oil Type	\$898.00
13WDZ	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary	\$48.00
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	\$50.00
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	\$405.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	\$0.00
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$158.00
13XAT	PTO LOCATION Dual, Customer intends to install PTO at Left Side and/or Top of Transmission	\$0.00
14ASD	AXLE, REAR, SINGLE (Meritor RS-30-185) Single Reduction, 30,000-lb Capacity, Driver Controlled Locking Differential, T Wheel Ends . Gear Ratio: 5.13	\$5,408.00
	<u>Notes</u> : Axle Lead Time is 60 Days	
14SAL	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Muffleaf Springs	\$305.00
14WMH	AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 40 thru 49.99 Pints	\$214.00
15LNS	FUEL/WATER SEPARATOR (Racor 400 Series) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-In-Fuel Sensor, Mounted on Engine	\$123.00
15SGD	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 100 US Gal (379L), Mounted Left Side, Under Cab	\$451.00
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	\$0.00
16030	CAB Conventional, Day Cab	\$0.00
16BAM	AIR CONDITIONER with Integral Heater and Defroster	\$923.00
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	\$0.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)	
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust	\$157.00
16RXP	SEAT, PASSENGER {National 2000} Air-Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Dual Shocks	\$794.00
16SDZ	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Side, Bright, 7.5" Sq.	\$270.00
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	\$118.00
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	\$505.00
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"	
16VHX	CAB MOUNTING HEIGHT EFFECTS High Cab in Lieu of Mid High Cab Mounting (Approx. 4.5")	\$0.00
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	
16VSL	WINDSHIELD Heated, Single Piece	\$632.00
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$45.00
16WBZ	ARM REST, LEFT, PASSENGER SEAT	\$45.00
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	\$80.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	\$387.00
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
16XJN	INSTRUMENT PANEL Flat Panel	\$0.00
16XRX	MODESTY PANEL Painted	\$217.00

**INTERNATIONAL\***

Vehicle Specifications  
2021 HV507 SFA (HV507)

May 19, 2022

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	\$348.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	\$0.00
27DUL	WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	\$204.00
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	\$127.00
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	\$790.00
7382155444	(4) TIRE, REAR 12R22.5 Load Range H HDR2+ (CONTINENTAL), 479 rev/mile, 75 MPH, Drive	\$1,932.00
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position	\$1,176.00
	<b>Total of Product Features</b>	<b>\$183,910.00</b>
	<b>Services Section:</b>	
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	\$0.00
40UHK	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/300,000 Miles (480,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 2 (Truck Application Only)	\$3,400.00
	<b>Total of Service Features</b>	<b>\$3,400.00</b>
	<b>Total List Price Including Options:</b>	<b>\$187,310.00</b>
<b>Body/Alled Equipment</b>		
<u>Code</u>	<u>Description</u>	<u>List</u>
<b>Goods Purchased</b>		
<u>Code</u>	<u>Description</u>	<u>List</u>

## TENCO Industries

5700 South Lima Road Lakeville, NY 14480  
Phone: 888-808-3626 / Fax: 585-346-2982

**BUDGET QUOTE**  
**Quote Valid for 30 Days**

May 6, 2022

Steel Sales Inc. RE: Schenectady Co. Hwy.

Tenco Industries is pleased to offer you the following information at your request:

**One (1) Tenco Model H345-FW**

Custom tilting front hitch with Heated LED plow lights, (2) amber LED fog lights, and hitch portion of Tenco-Loc system

**One (1) Tenco Model FFH60-R**

60" full hydraulic front post with fixed hinge

**One (1) Tenco Model FRH60-R**

60" full hydraulic rear tower, armature, push arms, and air travel positioner

**One (1) Tenco Model TCO-11S-63-SR-ST**

Front one way plow with steel moldboard, 132" cutting edge, 34" nose height, 63" discharge height, rubber snow deflector, plow marker, and plow portion of Tenc-Loc system

**One (1) Tenco Model TCW-11H-39-N-R**

Right hand wing with 132" cutting edge, 3/16" wing skin, 32" intake height, and 39 1/2" discharge height

**One (1) Tenco Model TCB-10-T**

10 ft. U-COMBO combination dump body and material spreader with single acting telescopic front hoist, front center and rear center discharge conveyor system, 1/4" Hardox 450 conveyor cover plate, 3/16" Hardox 450 construction for body shell, 50W steel full length dirt shedding fenders.

**Body to include:**

Air actuated tailgate, 24" cab protector w/(4) oval amber LED flashers, 46" sides, 47" tailgate, body safety prop, oval amber LED flashers mounted in rear corner posts with all other Federal and NYS required lighting (LED stop/turn, LED back-up, LED markers), oval amber LED flashers in each side rear post, center coal door, rear apron, bottom conveyor guard, 88K link chain with cross bar every link rear discharge, full grease extension set (bearings, hoist, chain adjusters), folding grip strut ladder front left side, interior body step, shovel bracket, body up light, poly fenders body mounted, mud flaps, re-mount rear tow hooks, rear hitch plate assembly w/pintle, Roll-Rite aluminum electric tarp system, (6) LED work lights, cab mounted light bar assembly with LED strobe bar, body color Orange, and red/white DOT tape.

**Hydraulics to Include:**

- Front mounted tandem pump with Air Shift PTO and driveline
- Valve body to be mounted behind cab in a s/s enclosure, right side
- All valves and controls are to be air actuated
- Air lines shall be run through back of cab as per request, with (2) extra air lines from valve body to control pedestal
- 40 Gallon reservoir with shut off valves mounted behind cab, left side
- Low oil level sensor with automatic shutdown and override control
- Rexroth CS-530 electronic open loop sander control
- Pre-wet system with tanks mounted under cab shield, to include pump, plumbing to front and rear discharge w/spray bar assemblies, and fill caps on top of tanks
- Hard pipe to rear of body shall be stainless steel with short hoses as required
- Hydraulic lines to front hitch and pump shall be stainless steel with short hoses as required
- Quick couplers for all detachable equipment
- Plow controls to be mounted on swinging pedestal per request
- All valves, oils, and controls for the complete operations of dump body, plow equipment, sander, and pre-wet functions

**Total Package Price: \$135,600.00 (Available on Onondaga Co Contract #8996)**

**Budget Quote for Single Axle Package**

**Quote Valid for 30 Days**

All prices and freight terms F.O.B. Origin

Chassis must be delivered in a manner which allows the above listed equipment to be installed without modification to the chassis.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Mike Hodge Steel Sales Inc., Dealer Representative  
Glenn F. Plaisted Tenco Representative



I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
wish to accept the above listed quotation.

\_\_\_\_\_  
Signature





# 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: March 31, 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, April 3, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PSF	6 A RESOLUTION TO ACCEPT MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR PURPOSES OUTLINED IN THE STATEWIDE INTEROPERABLE COMMUNICATIONS TARGETED GRANT PROGRAM	Legislator Constantine	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Public Safety and Firefighting  
**Dual Reference:** Ways and Means  
**Initiative:** PSF 6

**Title of Proposed Resolution:**

A RESOLUTION TO ACCEPT MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR PURPOSES OUTLINED IN THE STATEWIDE INTEROPERABLE COMMUNICATIONS TARGETED GRANT PROGRAM

**Purpose and General Idea:**

Provides Authorization to Enter into a Multi-Year Agreement with the NYS Department of Homeland Security and Emergency Services for the 2022 Statewide Interoperable Communications Targeted Grant.

**Summary of Specific Provisions:**

Authorization to accept \$6,000,000 in funding from the NYS Department of Homeland Security and Emergency Services for the 2022 Statewide Interoperable Communications Targeted Grant. The period of this grant begins on March 1, 2023 and ends on February 28, 2027

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Capital Budget to accommodate 2022 Statewide Interoperable Communications Targeted Grant funding from the NYS Department of Homeland Security and Emergency Services.

CAPITAL BUDGET

For Capital Project H3023230081 – Radio Interoperability Upgrades

Increase Revenue String By:

H33023.308937	Radio Interoperability Upgrades	\$6,000,000
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Increase Expense String By:

H543023.401000	Radio Interoperability Upgrades	\$6,000,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Kevin Spawn, Director of the Unified Communications Center, indicated the goals in Phase II are to build additional redundancy in our system, add additional in-building radio coverage in our county and work with our neighboring counties to add Microwave Connections to expand our interoperability. This grant will expedite Phase II of the County’s Radio communication project which must be completed by February 28, 2027.

**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

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**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  
Kevin Spawn, Director of Unified Communications Center  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 31, 2023

**RE:** Authorization to Enter into a Multi-Year Agreement with the NYS Department of Homeland Security and Emergency Services for the 2022 Statewide Interoperable Communications Targeted Grant

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Attached is a memorandum from Kevin Spawn, Director of the Unified Communications Center, requesting authorization to enter into a multi-year agreement with the NYS Department of Homeland Security and Emergency Services for the 2022 Statewide Interoperable Communications Targeted Grant. The period of this agreement begins on March 1, 2023 and ends February 28, 2027.

This \$6,000,000 grant that has been awarded to the County will allow the UCC to move to Phase II of the County's radio project. As part of Phase II, additional radio coverage will be prioritized, and Microwave connections will be added in order to expand interoperability. These improvements will strengthen the County's communications infrastructure and enhance regional connectivity and cooperation.

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

I recommend your approval.



**Schenectady County**  
**Unified Communications Center**  
2694 Hamburg Street, Schenectady NY 12303  
Phone: (518) 630-0911 Fax: (518) 831-2850



**Kevin W. Spawn – Director**  
**Albert A. DelGiaccio – Deputy Director**

MEMO CORRESPONDENCE

**TO: County Manager Rory Fluman**

**DATE: 03/08/2023**

**FROM: Director Kevin Spawn**

**SUBJECT: 2022 Statewide Interoperable Communications Targeted Grant**

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Schenectady County Unified Communications has been awarded a grant under the New York State 2022 Statewide Interoperable Communications Targeted Grant Program. The grant funds awarded total \$6,000,000.00. This grant will expediate Phase II of our Emergency Radio Communications System. Our goals in Phase II are to build additional redundancy in our system, add additional in building radio coverage in our county, and work with our neighboring counties adding Microwave connections to expand our interoperability. This grant must be completed and closed by February 28, 2027.

Please accept this memo as my request for Schenectady County to add these monies to the budget process. If you have any further questions please don't hesitate to ask.

Respectfully submitted,

Kevin Spawn  
Director



**Homeland Security  
and Emergency Services**

**KATHY HOCHUL**  
Governor

**JACKIE BRAY**  
Commissioner

March 1, 2023

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 \$6,000,000 under the New York State 2022 Statewide Interoperable Communications Targeted Grant Program (2022 SICG Targeted). This program, administered by my agency, allows for State support through grant funding for counties to enhance their public safety operations by strengthening communications infrastructure which is critical in emergency situations and ensuring that public safety personnel are prepared as they respond to calls for service. The 2022 SICG Targeted Program focuses on closing gaps in National Interoperability channels implementation and enhancing regional alliance, ensuring that county communication systems remain capable to support multi-jurisdictional response. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2022 SICG Targeted grant will be 48 months (March 1, 2023 – February 28, 2027). Expenses that you wish to claim must occur within that period. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop the grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of *"your public safety first"* responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Mark J. Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Jackie Bray  
Commissioner

cc: Mr. Kevin Spawn, Director of Communications, Schenectady County Communications

County of Schenectady  
620 State Street, 3<sup>rd</sup> 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 *ff*

**DATE:** March 28, 2023

**SUBJECT:** Capital Budget Amendment – NYS Department of Homeland Security and  
Emergency Services – Radio Interoperability Upgrades Phase II

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The Department of Finance provides the following amendment to the 2023 Capital Budget to accommodate 2022 Statewide Interoperable Communications Targeted Grant funding from the NYS Department of Homeland Security and Emergency Services.

## CAPITAL BUDGET

### For Capital Project H3023230081 – Radio Interoperability Upgrades

#### Increase Revenue String By:

H33023.308937	Radio Interoperability Upgrades	<u>\$6,000,000</u>
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#### Increase Expense String By:

H543023.401000	Radio Interoperability Upgrades	<u>\$6,000,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



# Schenectady County Legislature

## Committee on 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: March 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, March 6, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
WM	4 A RESOLUTION CORRECTING CLERICAL ERRORS ON THE MUNICIPAL TAX ROLL OF DUANESBURG	Legislator Fields	
PSF	6 A RESOLUTION TO ACCEPT MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR PURPOSES OUTLINED IN THE STATEWIDE INTEROPERABLE COMMUNICATIONS TARGETED GRANT PROGRAM	Legislator Constantine	
PFTI	8 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE SCHENECTADY COUNTY CORRECTIONAL FACILITY	Legislator Patierne	

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
PFTI	9 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR INTERIOR IMPROVEMENTS AT THE KAREN B. JOHNSON BRANCH LIBRARY BUILDING	Legislator Patierne	
PFTI	10 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR ENVIRONMENTAL REMEDIATION OF CERTAIN COUNTY-OWNED REAL PROPERTY	Legislator Patierne	
PFTI	11 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE FLEX-POD HANGAR PROJECT AT THE SCHENECTADY COUNTY AIRPORT	Legislator Patierne	
PFTI	12 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR THE PURCHASE OF VARIOUS VEHICLES BY THE DEPARTMENT OF PUBLIC WORKS	Legislator Patierne	
PFTI	13 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR THE PURCHASE OF A TRUCK BY THE DEPARTMENT OF PUBLIC WORKS	Legislator Patierne	



<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
HHHS	8 A RESOLUTION ACCEPTING MONIES FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION REGARDING FUNDING FOR INITIATIVES IN RESPONSE TO COVID-19	Legislator Ostrelich	
EL	1 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR EQUIPMENT PURCHASES AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Pratt	
EL	2 A RESOLUTION CREATING AND ELIMINATING CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Pratt	
EDP	3 A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE “MARCHISELLI” PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE	Legislator Hughes	

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
EDP	4 A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE	Legislator Hughes	
EDP	5 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT AND AN EASEMENT AGREEMENT FOR THE CONSTRUCTION OF A GATEWAY MOBILITY HUB IN THE CITY OF SCHENECTADY	Legislator Hughes	
EDP	6 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO PAYMENT IN LIEU OF TAXES AGREEMENTS WITH DEVELOPERS OR OWNERS OF QUALIFYING ALTERNATIVE ENERGY SYSTEMS	Legislator Hughes	
EDP	7 A RESOLUTION CREATING AND ELIMINATING CERTAIN POSITIONS AT THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING	Legislator Hughes	

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
CJCA	3 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUPPORT OF CERTAIN CRIMINAL INVESTIGATIVE INITIATIVES	Legislator Frisoni	
CJCA	4 A RESOLUTION ESTABLISHING THE RATES OF COMPENSATION FOR ELECTION WORKERS EMPLOYED BY THE SCHENECTADY COUNTY BOARD OF ELECTIONS	Legislator Frisoni	
CJCA	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES FOR THE FUNDING OF INDIGENT LEGAL DEFENSE SERVICES	Legislator Frisoni	
CJCA	6 A RESOLUTION TO CREATE CERTAIN POSITIONS AT THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY	Legislator Frisoni	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/31/2023  
**Reference:** Ways and Means  
**Dual Reference:** Ways and Means  
**Initiative:** WM 4

**Title of Proposed Resolution:**

A RESOLUTION CORRECTING CLERICAL ERRORS ON THE MUNICIPAL TAX ROLL OF DUANESBURG

**Purpose and General Idea:**

Provides Authorization to Correct Tax Roll in the Town of Duanesburg.

**Summary of Specific Provisions:**

The Real Property Tax Service Agency has received an application for Corrected Tax Roll Property Taxes for the Town of Duanesburg. The applicants own a parcel of vacant land on which a house will be constructed. There was an error, however, where the property was valued as if the improvements already existed. They are therefore eligible for \$4,309.77 in taxes to be canceled.

**Effects Upon Present Law:**

None.

**Justification:**

To correct tax rolls for the Town of Duanesburg.

**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

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**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  
Paul Romano, Director of Real Property Tax Service Agency

**Date:** March 31, 2023

**RE:** Authorization to Correct Tax Roll in the Town of Duanesburg

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The Real Property Tax Service Agency has an application requiring legislative approval for tax corrections in the Town of Duanesburg. The applicants own a parcel of vacant land on which a house will be constructed. There was an error, however, where the property was valued as if an improvement already existed. They are therefore eligible for \$4,309.77 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, 3<sup>rd</sup> 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:** March 27, 2023

**SUBJECT:** Application for Corrected Tax Roll  
(Town of Duanesburg)

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The Real Property Tax Service Agency has received one (1) application for correction of the tax roll from the Town of Duanesburg. 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, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax

County Finance

# Memo

**TO:** Jaclyn L. Falotico, Commissioner of Finance  
**FROM:** Paul G. Romano, Director  
Real Property Tax Service Agency *PR*  
**DATE:** March 21, 2023  
**SUBJECT:** Applications for Corrected Tax Roll (1)  
(Town of Duaneburg)

The Real Property Tax Service Agency has one (1) application requiring legislative approval for correction to the 2023 Town and County General Tax Bills from the Town of Duaneburg. 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>
Duaneburg	Noyes, Larry & Kimberly 54.00-1-42	Error in Essential Fact	\$ 4,689.63	\$ 379.86
				Amount to <u>Cancel</u> = \$ 4,309.77

(Property was erroneously valued as if an improvement existed. The parcel is vacant land and the house has not yet been constructed.)