



County of Schenectady

NEW YORK

ANTHONY JASENSKI
CHAIR OF THE LEGISLATURE

GEOFFREY T. HALL
CLERK OF THE LEGISLATURE

SCHENECTADY COUNTY LEGISLATURE

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

MAY 1, 2023
COMMITTEE MEETING SCHEDULE

DATE: 28 April 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall; Clerk of the Legislature
SUBJECT: Committee Meetings
Monday, May 1, 2023
620 State Street
Legislative Chambers
Sixth Floor – 7:00 PM

7:00 P.M.	Committee on Economic Development & Planning Legislator Hughes, Chair	page 1
Followed by:	Committee on Health, Housing & Human Services Legislator Ostrellich, Chair	page 20
Followed by:	Committee on Labor & Civil Service Legislator Frisoni, Chair	page 25
Followed by:	Committee on Neighborhood Revitalization Legislator Ruzzo, Chair	page 45
Followed by:	Committee on Public Facilities, Transportation & Infrastructure Legislator Patierne, Chair	page 47
Followed by:	Committee on Public Safety & Firefighting Legislator Constantine, Chair	page 117
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 126



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: April 28, 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, May 1, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EDP	0 METROPLEX 5 YEAR CAPITAL PLAN PRESENTATION	Legislator Hughes	
EDP	8 A RESOLUTION REGARDING CAPITAL BUDGETARY AMENDMENTS FOR CONSTRUCTION OF VARIOUS INFRASTRUCTURE IMPROVEMENTS TO A CRICKET SPORTS COMPLEX IN THE TOWN OF GLENVILLE	Legislator Hughes	

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Economic Development and Planning
Dual Reference:
Initiative: EDP 0

Title of Proposed Resolution:

METROPLEX 5 YEAR CAPITAL PLAN PRESENTATION

Purpose and General Idea:

METROPLEX 5 YEAR CAPITAL PLAN PRESENTATION

Summary of Specific Provisions:

METROPLEX 5 YEAR CAPITAL PLAN PRESENTATION

Effects Upon Present Law:

None.

Justification:

METROPLEX 5 YEAR CAPITAL PLAN PRESENTATION

Sponsor: Legislator Hughes

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Economic Development and Planning
Dual Reference: Ways and Means
Initiative: EDP 8

Title of Proposed Resolution:

A RESOLUTION REGARDING CAPITAL BUDGETARY AMENDMENTS FOR CONSTRUCTION OF VARIOUS INFRASTRUCTURE IMPROVEMENTS TO A CRICKET SPORTS COMPLEX IN THE TOWN OF GLENVILLE

Purpose and General Idea:

Provides authorization to expend 1.3 million dollars of American Rescue Plan Act (ARPA) funds for NY Capital Sports LLC, for the development of Cricket Fields/Stadium at 4281 Amsterdam Road in Glenville

Summary of Specific Provisions:

Authorizes the expenditure of 1.3 million dollars of American Rescue Plan Act (ARPA) funds for NY Capital Sports LLC, for the development of Cricket Fields/Stadium at 4281 Amsterdam Road in Glenville. NY Capital Sports LLC has purchased over 40 acres and built two Cricket fields at 4281 Amsterdam Road in Glenville. This land was a former air strip where a small skydiving school was located, and last year Metroplex and the State Canal Corporation worked together last year to assist NY Capital Sports, LLC obtain permits to use canal water for field irrigation. The 1.3 million ARPA funding would be issued in two distinct phases. The short-term site goals for NY Capital Sports LLC include parking, lighting, pavilion, facility irrigation/drainage, and restrooms. The phase one investment would be \$325,000, which would be used by NY Capital Sports LLC to achieve these short term goals by the end of July 2023. Once this phase has been completed, phase 2 funds in the amount of \$925,000 would be released to be utilized for seating and bathroom construction. NY Capital Sports LLC will be responsible for reporting all phase 1 and 2 expenditures to Schenectady County, and abiding by the Community Benefits Contract from our County Attorney's Office.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Capital Budget providing funding to create a cricket field. The funding is in the amount of \$1,300,000 and will be financed using funding from the American Rescue Plan Act. This funding is presently included in the County's Undesignated Fund Balance.

CAPITAL BUDGET

For Capital Project 8020230089 – Cricket Field

Increase Expense String By:

H548020.401001	Capital – Recreation and Culture	\$1,300,000
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Increase Revenue String By:

H99901.503101	Interfund Revenue - General	\$1,300,000
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Increase Appropriation Code By:

A599950.906	Transfer to Capital	\$1,300,000
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Increase Appropriated Fund Balance By:

A599	Appropriated Fund Balance	\$1,300,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

NY Capital Sports is a leader in the region and state for promoting Cricket teams, leagues, and youth/adult programming. The sport has shown to be an attraction and recruitment tool for local companies hiring professionals from other parts of the world right here in this County. Cricket has evolved into a multibillion-dollar industry that is starting to grow exponentially. The fields are currently "player ready" now but do require some more investment.

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
Jaclyn Falotico, Commissioner of Finance
Christopher Gardner, County Attorney

Date: April 14, 2023

Re: Authorization to expend \$1,300,000 of American Rescue Plan Act (ARPA) funds for NY Capital Sports LLC, for the development of Cricket Fields at 4281 Amsterdam Road, Glenville, NY, 12302.

Signed into law on March 11, 2021, The American Rescue Plan Act of 2021 ("ARPA") provided stimulus funding for state and local governments to target communities economic effects of the COVID pandemic. Schenectady County has publicly invested funds into our community such as the Empire State Youth Orchestra, Hometown Health Dental Clinic, and other County owned buildings.

NY Capital Sports LLC is a leader in the region and state for promoting Cricket teams, leagues, tournaments, and youth/adult programming. The sport of Cricket has shown to be an overwhelming attraction and recruitment tool for local companies hiring professionals from other parts of the world right here in Schenectady County. Cricket has evolved from a strictly amateur game into a multibillion-dollar industry that is starting to grow exponentially as the world embraces the sport. Currently Cricket is the number two sport in the world only behind Soccer for popularity.

NY Capital Sports LLC has purchased and built two Cricket Fields at 4281 Amsterdam Road, Glenville, NY, 12302. This land was the former air strip where a small skydiving school ran for years. Largely this land has been derelict over the last 20 years. Meterplex and the State Canal Corporation have worked together to assist NY Capital Sports, LLC in successful water use for field irrigation purposes. The Cricket fields themselves are "player ready" now but do require some more investment. NY Capital Sports LLC have collected letters of intent from the National Youth Cricket League (NYCL), American Cricket Enterprises Inc., and USA Cricket. All three organizations are excited about partnerships here in Schenectady County.

NY Capital Sports LLC is prepared to continue investing into the Cricket fields themselves and prepare the site for larger crowds. The 1.3-million-dollar APAR designation would be issued in two distinct phases. The short-term site goals for NY Capital Sports LLC include parking, lighting, pavilion, facility irrigation/drainage, and a restroom study. I am respectively asking the Schenectady County Legislature to authorize immediately a phase one investment of 325K for NY Capital Sports, LLC to achieve these short-term goals for a 7/15/23 completion.

Once considerable progress towards phase one has been completed, the Manager's Office would release phase two funds of 975K to be utilized for seating and bathroom construction. NY Capital Sports, LLC would be responsible for reporting all phase one and phase two expenditures to the Manager's Office and abiding by the Community Benefits Contract from our County Attorney's Office.

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

The attached public benefits contract from Christopher Gardner, County Attorney, details all contractual requirements for NY Capital Sports, LLC and the County of Schenectady.

I recommend your approval.

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 21, 2023
SUBJECT: Budget Amendment – Cricket Field

The Schenectady County Department of Finance provides the following amendment to the County’s 2023 Capital Budget providing funding to create a cricket field. The funding is in the amount of \$1,300,000 and will be financed using funding from the American Rescue Plan Act. This funding is presently included in the County’s Undesignated Fund Balance.

CAPITAL BUDGET

For Capital Project 8020230089 – Cricket Field

Increase Expense String By:

H548020.401001	Capital – Recreation and Culture	<u>\$1,300,000</u>
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Increase Revenue String By:

H99901.503101	Interfund Revenue - General	<u>\$1,300,000</u>
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Increase Appropriation Code By:

A599950.906	Transfer to Capital	<u>\$1,300,000</u>
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Increase Appropriated Fund Balance By:

A599	Appropriated Fund Balance	<u>\$1,300,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

American Cricket Enterprises Inc.

3130 20th Street
San Francisco, CA 94110



Ashok Adikoppula
NY Capital Sports LLC
4281 Amsterdam Rd, Schenectady, NY 12302

Re: Letter of Intent

Dear Ashok

This letter of intent (this "Letter of Intent") sets forth a summary of the terms of our proposal regarding a usage agreement between American Cricket Enterprises Inc ("ACE", "we", "us" or "our") or one of its affiliates and NY Capital Sports (the "Company") with respect to the proposed development of the cricket grounds and associated facilities located at 4281 Amsterdam Rd, Schenectady, NY 12302 (the "Cricket Grounds"). ACE and the Company may individually be referred to herein as a "Party" or collectively as the "Parties."

This Letter of Intent sets forth our intent to proceed promptly and in good faith to complete the terms of the usage agreement and execute and perform on a definitive agreement regarding the use of the Cricket Grounds (the "Ground Usage Agreement"), subject to the terms and conditions below. While this Letter of Intent is not a binding agreement, it outlines the preliminary terms of the usage agreement and the transactions contemplated therein and is subject to the execution and closing of a binding Ground Usage Agreement.


1. **Proposed Transaction:** enter into a Ground Usage Agreement with respect to with respect to Cricket Grounds on the terms and conditions outlined in Exhibit A attached hereto.
2. **Purpose:** To field Major League Cricket, Minor League Cricket and MLC Junior National Cricket matches organized and staged by ACE or its affiliate.
3. **Conditions Precedent.** The closing of the Ground Use Agreement shall be conditional on
 - (a) ACE having completed, to its sole satisfaction, its due diligence review of the Company, the Cricket Grounds and its related properties and assets.
4. **Good Faith Representation.** This Letter of Intent is intended to set forth the basic terms and conditions of the Parties with respect to the Proposed Transaction. The Parties agree that hereafter they shall promptly take all steps necessary to prepare the Definitive Agreement and Ground Use Agreement to effectuate their agreements.
5. **Confidentiality.** The Parties agree that any information obtained from any other Party pursuant to the negotiations leading to this Letter of Intent or hereafter until closing shall be deemed by each to be confidential trade and business secrets of each, and each Party

hereby warrants that it shall not disclose the same to any other person without the express prior written consent of the Party from whom the information was obtained.

6. **Expenses.** ACE and the Company shall each be responsible for their own fees and expenses incurred as part of the transactions contemplated under this Letter of Intent.
7. **Non-Binding Nature.** Upon the Company's approval and acceptance hereof, this Letter of Intent shall be considered as a non-binding agreement for Parties to potentially enter into the Ground Use Agreement, subject, however, to the satisfaction of the conditions precedent set forth in Section 3 above. This Letter of Intent shall not have any legal force or effect with respect to the matters set forth herein.
8. **Expiry and Termination:** This Letter of Intent shall expire earlier of April 30, 2023 or the date the Parties enter into the Ground Use Agreement, unless terminated earlier by mutual agreement of the Parties.

If you accept and agree to this Letter of Intent, please sign and date a copy of this letter and return it to ACE by 02/01/2023.

Sincerely,
American Cricket Enterprises Inc.

By: 
Name: Sameer Mehta
Title: Co-Founder and Director

Agreed and Accepted:

Date: 01/31/2023

NY Capital Sports LLC

By: 
Name: Ashok Adikoppula
Title: Managing Partner

EXHIBIT A

Ground Use Agreement – Key Terms

- (a) ACE and its affiliates shall have the first priority for scheduling and reserving the Stadium on days and times notified by ACE to the Company, subject to ACE providing the Company with at least (i) forty-five (45) days advance notice in respect of any Major League Cricket, Minor League Cricket or USA National Team match, series or related training (a "Key Event") and (ii) (90) days advance notice in respect of any other cricket match, tournament, series, training or cricket-related event (each an "Other Event" and each such notice, a "Scheduling Notification"). ACE shall have the first right and exclusive use of the Stadium for any Key Event and Other Event subject to providing a Scheduling Notification by the foregoing deadlines.
- (b) If ACE provides a Scheduling Notification past the relevant deadlines set forth above and (i) there is no existing reservation at the Stadium for any such date(s), ACE or the ACE Parties shall have the right to exclusive use of the Stadium for any such Key Event or Other Event; or (ii) there is an existing reservation at the Stadium that conflicts with date(s) in the Scheduling Notification, the Company shall use its best efforts to reschedule such other existing reservation only if the Scheduling Notification is in respect of a Key Event.
- (c) ACE, including its subsidiaries, affiliates, licensees and commercial partners (collectively, the "ACE Parties"), shall have the right to use the Stadium on such days and at such times set forth in the Schedule Notification at most favored nation rates for the purpose staging, hosting, playing the Key Events or Other Events.
- (d) This right of use afforded to the ACE Parties above shall extend to all franchise licensees of ACE or its affiliates for the purposes of Major League Cricket and Minor League Cricket and all related cricket activities, provided that only ACE or its affiliates or subsidiaries (and no franchise licensee) shall have the right to provide a Scheduling Notification.
- (e) The Company shall have the right to allow for the reservation and use of the Stadium at all other times not scheduled for use by the ACE in accordance with the above, provided that ACE shall have the right to veto the reservation and usage of the Stadium for any person or entity that ACE (in its sole discretion) deems to be a competitor of ACE or any of the ACE Parties or adverse to ACE or an ACE Party's interests (as determined by ACE in its sole discretion) ("ACE Competitor"). The Company shall not permit the reservation or usage of the Stadium by any ACE Competitor.



National Youth Cricket League (NYCL)
Letter of Intent



31st January 2023

Subject: Intent to Host National Youth & Women Cricket Championship at NY Ovals

To Whosoever it may concern.

This letter is issued to indicate our intent to host National Women & Youth Cricket Championship at NY Oval (4281 Amsterdam RD, Schenectady, NY 12211) in partnership with NY Capital Sports. NYCL (www.cricclubs.com/nycl) & NWCL (www.cricclubs.com/nwclusa) host various high profile domestic tournaments for youth & Women across USA.

NYCL is the Largest Youth Cricket Tournament in the USA, held in different Metro Cities across America since 2014. In 2022, it was held in 11 cities with more than 225 Teams Participating.

NWCL is the largest women's League in the USA. Our upcoming event is scheduled to be held at Moosa Stadium, Houston from Mar 24-26, 2023. We would love to host similar events @ NY Oval.

Sincerely,

Ranjeet Singh

President - USYCA

www.usyca.org

usyouthcricket@gmail.com

314-541-0402



Youth Cricket:
It's what we do.



602 W 57th Street
New York, NY, 10019
USACRICKET.ORG

Ashok Adilkoppula
NY Capital Sports LLC
4281 Amsterdam Rd, Schenectady, NY 12302

Re: Letter of Intent

Dear Ashok

We are writing to provide a letter of Intent from USA Cricket in respect of **Ground Usage Agreement** between USA Cricket ("we", "us" or "our") or one of its affiliates and **NY Capital Sports** (the company) with respect to the proposed development of the cricket grounds located at 4281 Amsterdam Rd, Schenectady, NY 12302. USA Cricket and the Company may individually be referred to herein as a "Party" or collectively as the "Parties."

We appreciate the time and energy you and your team have afforded in discussing this opportunity and the information that has been provided thus far. As we continue to spend time evaluating your request, we believe that USA Cricket will bring unique value and capabilities, accelerating the development and growth of cricket through this partnership. This Letter of Intent sets forth our intent to proceed promptly and in good faith to complete the terms of the Proposed Transaction and execute and perform on a definitive agreement regarding the Proposed Transaction (the "**Definitive Agreement**"). We believe that for this transaction to be successful our interests must be aligned. With that in mind we have designed a few preliminary terms that allow all parties to benefit from our future success in an equitable way. While this Letter of Intent is not a binding agreement, it outlines the preliminary terms of the Proposed Transaction and the transactions contemplated therein and is subject to the execution and closing of a Definitive Agreement.

- (a) The closing of the Proposed Transaction shall be conditional on the following events having first occurred or being satisfied to USA Cricket's satisfaction.
- i. USA Cricket having completed the review of the facility, to its sole satisfaction, its due diligence review of the Company, the Stadium and its related properties and assets; and
 - ii. the Company and USA Cricket entering into a ground use agreement with respect to Stadium on the terms and conditions outlined here (the "**Ground Use Agreement**").

- (b) The stadium must be built per ICC standards, and at least but not limited to **"within proximity of an airport, hotels, restaurants, a clear accessible highway or major road, enough permanent seating, permanent changing rooms, public rest rooms, flood lights, appropriate dedicated areas for temporary seating, temporary hospitality areas and appropriate parking or park and ride facilities"** to host International cricket games.
- (c) USA Cricket must have the first priority for scheduling and reserving the Stadium on days and times notified by USA Cricket to the Company, subject to USA Cricket providing the Company with at least (i) sixty (60) days advance notice in respect of any International Games or USA National Team match, series or related training (a **"Key Event"**) and (ii) (90) days advance notice in respect of any other cricket match, tournament, series, training or cricket-related event (each an **"Other Event"** and each such notice, a **"Scheduling Notification"**). USA Cricket shall have the first right and exclusive use of the Stadium for any Key Event and Other Event subject to providing a Scheduling Notification by the foregoing deadlines.
- (d) If USA Cricket provides a Scheduling Notification past the relevant deadlines set forth above and (i) there is no existing reservation at the Stadium for any such date(s), USA Cricket or the USA Cricket Parties shall have the right to exclusive use of the Stadium for any such Key Event or Other Event; or (ii) there is an existing reservation at the Stadium that conflicts with date(s) in the Scheduling Notification, the Company shall use its best efforts to reschedule such other existing reservation only if the Scheduling Notification is in respect of a Key Event.
- (e) USA Cricket, including its subsidiaries, affiliates, licensees, and commercial partners shall have the right to use the Stadium on such days and at such times set forth in the Schedule Notification at most favored nation rates for the purpose staging, hosting, playing the Key Events or Other Events.
- (f) This Letter of Intent is intended to set forth the basic terms and conditions of the Parties with respect to the Proposed Transaction. The Parties agree that hereafter they shall promptly take all steps necessary to prepare the Definitive Agreement and Ground Use Agreement to effectuate their agreements.
- (g) pursuant to the terms and conditions of the Definitive Agreement, the USA Cricket or its affiliate will get into **Ground Use Agreement**
- (h) Upon the Company's approval and acceptance hereof, this Letter of Intent shall be considered as a gentleman's agreement for Parties to potentially enter into the Binding or Definitive Agreement and Ground Use in future, subject, however, to the satisfaction of the condition's precedent set forth above.
- (i) This Letter of Intent shall expire within 30 days of the date signed unless the parties enter into the Definitive Agreement.

If you accept and agree to this Letter of Intent, please sign and date a copy of this letter and return it to USA Cricket by 02/01/2023.

Sincerely,
USA Cricket Inc.

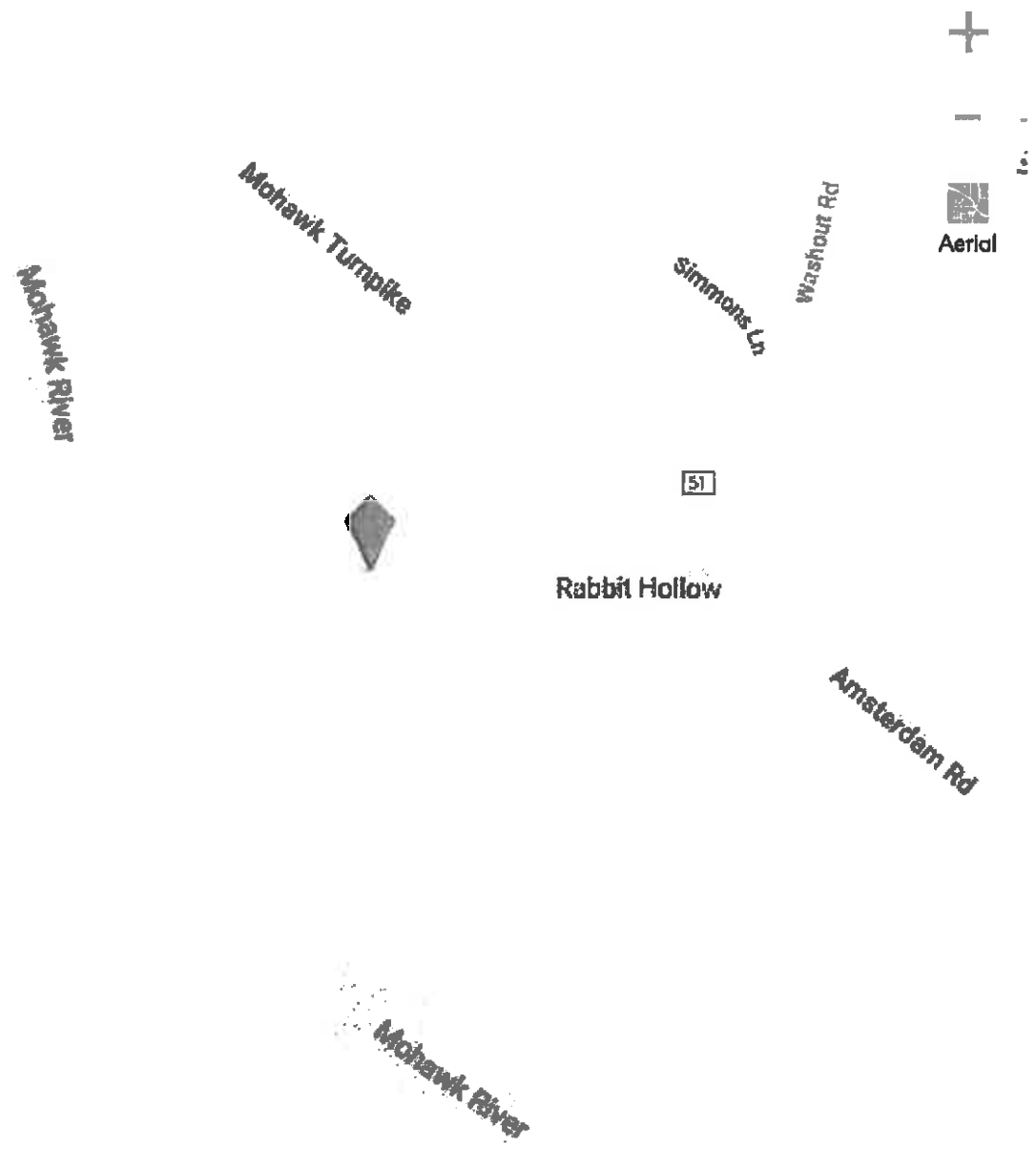
By: 
Name: Vinay Balmjani
Title: CEO

Agreed and Accepted:

Date: 01/31/2023

NY Capital Sports LLC

By: 
Name: Ashok Adikoppula
Title: Managing Partner



51

Rabbit Hollow

Amsterdam Rd

59

Mohawk River

Map data ©2023 Report a map error

[← Back to Listing](#)

[📍 Directions](#)

[🏠 Street View](#)

PUBLIC BENEFIT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 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 the NY Capital sports LLC located at 4281 Amsterdam Road, Glenville, New York 12302, hereinafter referred to as the "Recipient".

WITNESSETH:

WHEREAS, the Schenectady County Legislature, pursuant to law, can contract for certain public benefit services; and

WHEREAS, it is the intent of the Schenectady County Legislature to stabilize real property values in Schenectady County, encourage home ownership and encourage residents of other counties to relocate to this county; and

WHEREAS, it is the intent of the Schenectady County Legislature to improve the quality of life of all residents of the county by providing wholesome recreational activities easily accessible to as many citizens as possible; and

WHEREAS, the Schenectady County Legislature has determined to expand and enhance recreational opportunities; and

WHEREAS, the sport of Cricket has an international following and a large number of local fans and participants; and

WHEREAS, the County of Schenectady and the NY Capital Sports LLC desire to cooperate and collaborate on the Cricket facility to be located at 4281 Amsterdam Road, Glenville, New York 12302; and

WHEREAS, County Manager Rory Fluman describes this project in his Memorandum dated April 25, 2023.

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 by the parties hereto as follows:

ARTICLE 1. TERM OF CONTRACT

This Agreement shall commence upon execution of this Agreement and shall continue for a period of ten (10) years, the expected useful life of these capital improvements.

ARTICLE 2. CONTRACT OBLIGATIONS OF COUNTY

The County of Schenectady shall provide the funds in a sum not to exceed One Million Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars to the NY Sports Capital LLC, for the purchase and construction of grandstands at the Cricket facility. Such funds shall be released to the Recipient by the County Manager in two phases as described herein:

Phase One Investment:

\$325,000.00 (Three Hundred Twenty-Five Thousand Dollars) for parking lighting and pavilion. Phase One should be completed by July 31, 2023.

Phase Two Investment:

\$975,000.00 (Nine Hundred Seventy-Five Thousand) for seating and bathroom construction following completion of Phase One.

ARTICLE 3. OBLIGATIONS OF THE RECIPIENT

The Recipient shall construct grandstands and operate the Cricket facility for a period of ten (10) years from completion.

ARTICLE 4. OBLIGATIONS OF NY CAPITAL SPORTS LLC

The NY Capital Sports LLC shall perform or cause to be performed the work outlined in Appendix A and permit the Recipient and the County to inspect such work as necessary.

ARTICLE 5. CONFLICT OF INTEREST

The Recipient 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 6. SURETY AND INSURANCE

The Recipient will carry public liability insurance, property damage insurance, Worker's Compensation insurance and professional liability insurance and shall save harmless the County from all claims, demands and causes of action arising from any act of commission or omission of the Recipient, its agents or employees, in the execution of their work or operation of the facility under the terms of this Agreement.

ARTICLE 7. SUBLETTING AND ASSIGNING CONTRACT

The Recipient shall not assign or transfer the contract or any interest herein without first receiving written approval from the County.

ARTICLE 8. CHANGES IN CONTRACT

Changes in this contract shall be permitted only upon written mutual agreement of the County and Recipient.

ARTICLE 9. COMMUNITY BENEFITS

The Recipient shall permit the County to utilize this property each July 3rd or such other date or dates which may be mutually agreed upon for firework displays.

ARTICLE 10. AMENDMENT

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 and if, through mistake or otherwise, such provision is not inserted, then, upon the application of either party, this contract shall be amended forthwith to make such insertion.

ARTICLE 11. SUCCESSORS AND ASSIGNS

All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefits 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
County Manager

NY CAPITAL SPORTS LLC

By: _____
Ashok Adikoppula
Managing Partner

APPROVED as to form and content
this ____ day of _____, 2023.

Christopher H. Gardner
County Attorney

EXHIBIT A

Cricket Fields Improvements Construction at the Cricket fields located at 4281 Amsterdam Road, Glenville, New York 12302.

**Total:
Not to Exceed \$1,300,000.00**

Phase One Investment:

\$325,000.00 (Three Hundred Twenty-Five Thousand Dollars) for parking lighting and pavilion. Phase One should be completed by July 31, 2023.

Phase Two Investment:

\$975,000.00 (Nine Hundred Seventy-Five Thousand) for seating and bathroom construction following completion of Phase One.



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: April 28, 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, May 1, 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>
HHHS	9 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 9

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

Purpose and General Idea:

Provides authorization to accept National Association for County and City Health Officials Funding for Syphilis Prevention

Summary of Specific Provisions:

Authorizes the acceptance of \$150,000 in fundings from the National Association for County and City Health Officials (NACCHO). This funding has a term of August 1, 2023 to July 31, 2024. Schenectady County Public Health Services will work with community stakeholders in order to develop a comprehensive syphilis prevention plan that addresses the needs of Schenectady County residents.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the National Association of County and City Health Officials (NACCHO) for the Community Engagement Grant Decreasing Syphilis in Schenectady County Public Health Services.

Establish and Increase Revenue Code By:

A14012.16805	Community Engagement Grant – Decreasing Syphilis	\$150,000
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Establish and Increase Appropriation Code By:

A544012.415018	Community Engagement Grant -- Decreasing Syphilis	\$58,450
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

This grant will be used towards efforts to foster community engagement in order to decrease the prevalence of syphilis within the County.

Sponsor: Legislator Ostrelich

Co-Sponsor:

COUNTY OF SCHENECTADY

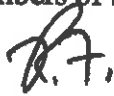


RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Keith Brown, Director of Public Health
Jaclyn Falotico, Commissioner of Finance

Date: April 28, 2023

Re: Authorization to Accept National Association for County and City Health
Officials Funding for Syphilis Prevention

Attached is a memorandum from Keith Brown, Director of Public Health, requesting authorization to accept a grant from the National Association for County and City Health Officials (NACCHO) in the amount of \$150,000. This funding has a term of August 1, 2023, to July 31, 2024. This grant will be used towards efforts to foster community engagement in order to decrease the prevalence of syphilis within the County.

The Schenectady County Public Health Services will work with community stakeholders in order to develop a comprehensive syphilis prevention plan that addresses the needs of Schenectady County residents.

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

I recommend your approval.

SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
INTER-OFFICE MEMO
2023

TO: *Rory Fluman, County Manager*
From: *Keith Brown, Public Health Director*
RE: *Legislative Action – November Legislative Meeting*
Requesting Legislative approval to accept NACCHO grant to utilize community engagement to strengthen LHD approaches to decreasing syphilis
Copies: *Shane Barge, Deputy County Manager*
Jaclyn Falotico, Commissioner of Finance
Kim Scheuer, Deputy Commissioner of Finance
Date: *March 30, 2023*

Dear Rory,

Schenectady County Public Health Services (SCPHS) has been awarded a grant from the National Association for County and City Health Officials (NACCHO) for a maximum amount of \$150,000 to utilize community engagement to strengthen approaches to decreasing syphilis.

The contract agreement will be with NACCHO for the period of 8/1/23 through 7/31/24. The primary purpose of this funding is to develop and implement a community engagement process that leads to a plan to reduce syphilis burden in Schenectady. Schenectady County staff members, along with Public Health Fellows, will work to engage key community stakeholders and partners in the process of developing a syphilis prevention program.

Syphilis has been rising over the last decade in Schenectady County. In 2021, the rate of syphilis in the county reached 63.1 cases per 100,000 people, or 98 cases. This was the highest rate and the greatest number of overall cases in over a decade. Rates of syphilis in pregnant women have also risen during the same time, which can lead to pre-term labor, still-birth, and syphilis infection in the newborn. Creative and effective prevention strategies are urgently needed to protect the health and safety of our community members.

I am requesting Legislative approval to accept these grant funds to develop a comprehensive plan to decrease syphilis rates in the county. Focusing on community engagement and input will ensure that the plan is tailored to the unique needs of Schenectady County residents. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Interim Public Health Director

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 21, 2023
SUBJECT: Budget Amendment – NACCHO Community Engagement Grant Decreasing Syphilis – Schenectady County Public Health Services

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the National Association of County and City Health Officials (NACCHO) for the Community Engagement Grant Decreasing Syphilis in Schenectady County Public Health Services.

Establish and Increase Revenue Code By:

A14012.16805	Community Engagement Grant – Decreasing Syphilis	<u>\$150,000</u>
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Establish and Increase Appropriation Code By:

A544012.415018	Community Engagement Grant – Decreasing Syphilis	<u>\$58,450</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 Labor and Civil Service

Hon. Pete Frisoni, Chair

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

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

DATE: April 28, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Labor and Civil Service
Honorable Pete Frisoni, Chair
Monday, May 1, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
LCS	2 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE DIVISION OF PURCHASING	Legislator Frisoni	
LCS	3 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Frisoni	
LCS	4 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 2

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE DIVISION OF PURCHASING

Purpose and General Idea:

Provides authorization to eliminate and create positions in the Purchasing Department

Summary of Specific Provisions:

Authorizes the elimination of the positions of Senior Mail Clerk and Laborer and creates the position of Mail Driver/Aide (CSEA Grade 6).

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 Bureau of Purchasing.

Establish and Increase Appropriation Code By:

A511345.111	Personnel Services	Mail Driver/Aide	\$37,000
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Reduce Appropriation Code By:

A511345.111	Personnel Services	Senior Mail Clerk	\$30,206
A511345.111	Personnel Services	Laborer	\$22,334

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

Justification:

This new position would assume many of the responsibilities of both of the eliminated positions, creating a cost savings for the County.

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
Thomas Bellick, Purchasing Agent
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: April 28, 2023

RE: Authorization to Eliminate and Create Positions in the Purchasing Department

Attached is a memorandum from Thomas Bellick, Purchasing Agent, requesting authorization to eliminate the positions of Senior Mail Clerk and Laborer and create the position of Mail Driver/Aide (CSEA Grade 6). This new position would assume many of the responsibilities of both of the eliminated positions, creating a cost savings for the County.

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

I recommend your approval.

Memorandum

From: Thomas Bellick, Purchasing Agent

To: Shane Bargy, Rory Fluman

CC: Margaret Aragosa, Joe McQueen,

Re: Budget Amendment, Laborer position

Date: April 14, 2023



Good morning,

This memo explains the intention of the Purchasing Department to re-arrange the senior mail clerk position into a new title inclusive of the Laborer position.

Currently the Laborer is a Grade 4, step 2, at a salary of \$35,192.

The retirement of the previous Senior Mail Clerk produces a vacancy in providing the work of the mail room, including operating the postage machine, sorting incoming US Postal service mail, and interoffice mail sorting duties.

I propose that:

1. we eliminate the Senior Mail Clerk, (\$47,598 – Step/Annual pay) (Recurring Annual pay \$56,136)
2. create a new Mail Driver/Aide (title to be by Civil Service Commission on April 18) with a new salary of \$37,000
- 3 Eliminating the old Laborer position and moving the current employee into the newly created Mail Driver/Aide position.
4. The County will save \$19,136 by eliminating the Senior Mail Clerk and Laborer positions and creating the Mail Driver/Aide position which assumes many of the roles of both the Laborer and Senior Mail Clerk positions.

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 19, 2023
SUBJECT: Budget Amendment – Bureau of Purchasing
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 Bureau of Purchasing.

Establish and Increase Appropriation Code By:

A511345.111	Personnel Services	Mail Driver/Aide	<u>\$37,000</u>
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Reduce Appropriation Code By:

A511345.111	Personnel Services	Senior Mail Clerk	<u>\$30,206</u>
A511345.111	Personnel Services	Laborer	<u>\$22,334</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: April 24, 2023

Re: Elimination and Creation of Positions in the Purchasing Department

The Purchasing Department has requested the elimination of the positions Laborer (County Office Building) and Senior Mail Clerk and the creation of the position Mail Driver/Aide.

I recommend the creation of the position Mail Driver/Aide at a CSEA Grade 6.

No further action is needed to be taken by the Civil Service Commission.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 3

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES

Purpose and General Idea:

Provides authorization to eliminate and create positions in the Department of Public Health

Summary of Specific Provisions:

Authorizes the elimination of the position of Executive Secretary II (CSEA Grade 11) and the creation of the position of Information Processing Specialist II (CSEA Grade 8).

Effects Upon Present Law:

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

Establish and Increase Appropriation Code By:

A514009.111	Personnel Services – Information Processing Specialist II	\$26,469
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Decrease Appropriation Code By:

A514009.111	Personnel Services – Executive Secretary II	\$35,953
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

The upcoming retirement of the Executive Secretary II necessitates this change, and these adjustments would enable the Department of Public Health to create career paths for existing positions and results in a net-cost savings.

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
Keith Brown, Director of Public Health
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: April 28, 2023

RE: Authorization to Eliminate and Create Positions in the Department of Public Health

Attached is a memorandum from Keith Brown, Director of Public Health, requesting authorization to eliminate the position of Executive Secretary II (CSEA Grade 11) and create the position of Information Processing Specialist II (CSEA Grade 8). The upcoming retirement of the Executive Secretary II necessitates this change. As Mr. Brown indicates, these adjustments would enable the Department of Public Health to create career paths for existing positions and results in a net cost-savings.

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

I recommend your approval.



**SCHENECTADY COUNTY
PUBLIC HEALTH SERVICES
INTEROFFICE MEMO**

TO: Rory Fluman, County Manager
FROM: Keith Brown, Public Health Director
RE: Legislative Action - May Legislative Meeting
Requesting Legislative Approval to change the Executive Secretary II position to Information Processing Specialist II
CC: Shane Bargy, Deputy County Manager
Jaclyn Falotico, Commissioner of Finance
DATE: 4/17/23

Dear Rory,

Schenectady County Public Health Services is requesting that the upcoming vacant Executive Secretary II (Grade 11, \$46,511) position be eliminated, and an Information Processing Specialist II (Grade 8, \$40,482) position be created in its place. Current Executive Secretary II (Grade 11-6, \$61,888) is retiring April 29. This opening presents an opportunity to re-evaluate the credentials required for the position, creates a career path for other existing positions, and results in an immediate net cost-savings of \$21,406.

It is requested that this change be implemented upon legislative approval.

Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Public Health Director

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 24, 2023
SUBJECT: Budget Amendment – Public Health Services
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 Public Health Services.

Establish and Increase Appropriation Code By:

A514009.111	Personnel Services – Information Processing Specialist II	<u>\$26,469</u>
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Decrease Appropriation Code By:

A514009.111	Personnel Services – Executive Secretary II	<u>\$35,953</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: April 24, 2023
Re: Elimination and Creation of Positions in Public Health Services

The Office of Public Health Services has requested the elimination of the position Executive Secretary II and the creation of an Information Processing Specialist II position.

I recommend the creation of the position of Information Processing Specialist II at a CSEA Grade 8.

All necessary action by the Civil Service Commission will be taken at their May 16, 2023 meeting.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 4

Title of Proposed Resolution:

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

Purpose and General Idea:

Provides authorization to eliminate and create positions in the District Attorney's Office

Summary of Specific Provisions:

Authorizes the elimination of the position of Assistant District Attorney IV and the creation of the positions of Bureau Chief (JC 10) and Confidential Investigator (CSEA Grade 14).

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 District Attorney's Office.

Establish and Increase Appropriation Code By:

A511165.111	Personnel Services - Bureau Chief	\$75,483
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Decrease Appropriation Code By:

A511165.111	Personnel Services - Assistant District Attorney IV	\$68,397
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Increase Appropriation Code By:

A511165.112	Hourly Rated Wages - Confidential Investigator	\$24,500
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

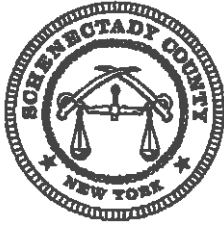
Justification:

High turn-over rate necessitates this change, and these adjustments would enable the District Attorney's Office to retain and experienced attorney and put them in a position that suits their qualifications. The close relationship between the Bureau Chief and the Confidential Investigator allows the DA's office to efficiently investigate and prosecute crime.

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY

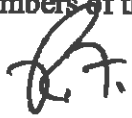


RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Robert Carney, District Attorney
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: April 28, 2023

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

Attached is a memorandum from Robert Carney, District Attorney, requesting authorization to eliminate the position of Assistant District Attorney IV and create the positions of Bureau Chief (JC 10), and a Part-Time Confidential Investigator (CSEA Grade 14).

As Mr. Carney indicates, creating these new positions of Bureau Chief would enable the District Attorney's office to retain experienced and effective employees during a time of high turnover rate among prosecutors. Both positions would work within the Financial Crime Investigation Unit which specializes in investigation white-collar, financial fraud cases. By adding a Bureau Chief to that unit, the District Attorney will be able to expand it so that it could investigate and prosecute more of these cases, as well as fraud on public assistance programs.

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

I recommend your approval.

Memorandum

From: Thomas Bellick, Purchasing Agent

To: Shane Bargy, Rory Fluman

CC: Margaret Aragosa, Joe McQueen,

Re: Budget Amendment, Laborer position

Date: April 14, 2023

Good morning,

This memo explains the intention of the Purchasing Department to re-arrange the senior mail clerk position into a new title inclusive of the Laborer position.

Currently the Laborer is a Grade 4, step 2, at a salary of \$35,192.

The retirement of the previous Senior Mail Clerk produces a vacancy in providing the work of the mail room, including operating the postage machine, sorting incoming US Postal service mail, and interoffice mail sorting duties.

I propose that:

1. we eliminate the Senior Mail Clerk, (\$47,598 – Step/Annual pay) (Recurring Annual pay \$56,136)
2. create a new Mail Driver/Aide (title to be by Civil Service Commission on April 18) with a new salary of \$37,000
- 3 Eliminating the old Laborer position and moving the current employee into the newly created Mail Driver/Aide position.
4. The County will save \$19,136 by eliminating the Senior Mail Clerk and Laborer positions and creating the Mail Driver/Aide position which assumes many of the roles of both the Laborer and Senior Mail Clerk positions.

County of Schenectady
Office of the District Attorney

MEMORANDUM

TO: Rory Fluman, County Manager
Anthony Jasenski, County Legislative Chairman
Jaclyn Falotico, Commissioner of Finance

FROM: Robert M. Carney, District Attorney *RMC*

DATE: April 26, 2023

SUBJECT: Amendment of District Attorney Operating Budget to Create Position of a Bureau Chief for Financial Crimes and Add Funds for a Part-Time Investigator.

District Attorneys' Offices across the State are grappling with an exodus of experienced prosecutors in the wake of changes in the discovery laws that have made the job of Assistant District Attorney far more clerical and tedious. The process of collecting and transmitting all discovery materials and then defending that work to defeat motions to dismiss detracts from the time available to actually prepare and try cases. Many prosecutors have decided that their work life balance requires them to seek other jobs in the law.

We are no different. Since 2020 we have experienced 50% turnover of prosecutors. Most of those who have left are from the middle ranks of experienced prosecutors, leaving us with senior staff and young attorneys with three years or less of experience. Eamonn Neary, an ADA with 12 years' experience as an assistant district attorney left us two weeks ago for a higher paying job with New York State.

One of our best prosecutors is William Lemon. Will came to us after 5 years in private practice, working in the banking sector and has been our CARP (Crimes Against Revenue Program) prosecutor for almost 4 years. CARP is a state-granted program that funds DA offices to prosecute financial crimes that could result in recouping revenues owed to the State. In practice, Will has expanded that role into operating a Financial Crime Investigation Unit (FCU) by working closely with Investigator James McCrum to pro-actively investigate and prosecute white collar crime.

The Financial Crimes Unit (FCU) investigates and prosecutes a wide range of white-collar crimes, including tax fraud, welfare fraud, large-scale embezzlements, insurance fraud as well as cases involving elder financial exploitation and human trafficking. The work of the FCU is often highly complex and evidence and document-intensive. Investigations often take many months and sometimes years to develop and come to fruition. The FCU investigator and Assistant District Attorney play instrumental roles in developing investigative targets and advancing prosecutions through additional investigation. Since the COVID-19 pandemic, most of the cases and investigations handled by the FCU have been developed by the investigator and the unit's sole ADA, with only a few cases having been developed and referred for prosecution by outside agencies.

The following are just a few examples of FCU's proactive investigative efforts:

- People v. Armstrong: forgery and consumer fraud investigation regarding the sale of fake Texas temporary license plates initiated through Inv. McCrum surveillance that identified owner of unlicensed body shop operating a stolen vehicle. Investigation resulted in the seizure of stolen vehicle and extensive evidence of sales of fraudulent license plates to unsuspecting customers.
- People v. Elvin Singh: After counterfeit product investigation was referred by Schenectady County Sheriff's Office, FCU conducted surveillance and analysis of financial records, identifying sales tax crimes by large retail store in the City of Schenectady. Investigation culminated with searches of business and owner's home, leading to recovery of illegal loaded handgun and \$40,000 cash (which when forfeited will be returned to NYS and Schenectady County as restitution for tax crimes)
- People v. Sukhmandan: After welfare fraud case was referred by DSS to FCU, the unit conducted surveillance and obtained financial records providing foundation to execute search warrant on defendant's residence that led to seizure of more than \$40,000 (approximately \$27,000 of which was returned to DSS as restitution as part of defendant's guilty plea and sentence).

The partnership between Assistant District Attorney Lemon and Investigator McCrum has paid substantial dividends to this office and we need to keep both of them. Will's excellence has been noted and he has been approached for positions with the State, but has turned them down to stay with us. We need to keep him and he has earned the opportunity for a promotion to the position of Bureau Chief for Financial Crimes.

At this same time, Investigator McCrum is retiring as a full-time investigator but wishes to remain with us in a part-time capacity. Jim retired from NYSP as a Senior Investigator with more than 25 years' experience and at that time was responsible for overseeing the operations of the New York State Intelligence Center (NYSIC), which is staffed by members of various state and federal law enforcement agencies and dedicated analysts to assist in complex investigations. Inv. McCrum has substantial experience leading investigations, conducting surveillance, interviewing witnesses and developing investigative leads, and applying for and executing search warrants.

Expanding the Financial Crimes Unit

By promoting Will Lemon to a bureau chief for the FCU, we will expand that unit to include another assistant district attorney who will become the state-funded CARP prosecutor working under the direction of Bureau Chief Lemon. We are not seeking funds for this assistant district attorney position, but will transfer one of our younger assistant district attorneys to this slot. We intend to backfill Investigator McCrum's full-time investigator position for the FCU. We also intend to keep Investigator McCrum in the unit on a part-time basis.

Having additional resources will allow the FCU to pursue more cases involving financial fraud occurring within Schenectady County. Since the COVID-19 pandemic and the growing visibility of white-collar investigations conducted by this Office, the FCU has observed a substantial increase in direct complaints/tips of financial fraud. But due to limited resources and the complex nature of the allegations, it is difficult to fully investigate and pursue these complaints. By nearly doubling its resources, more cases can be pursued and investigated with similar results as the cases above. Additional resources in FCU will also allow the unit to focus on developing more sales tax cases and other cases of fraud on public assistance programs—the investigation and prosecution of which will lead to obtaining more money that will directly benefit Schenectady County. It is hoped that with an expanded FCU, the unit will be able to conduct additional investigations in other areas with known fraudulent activity (e.g., PPP loan program) as well as collaborations with other investigative units focused on firearms, narcotics and human trafficking.

Cost of these Budget Amendments

Assistant District Attorney Lemon is an ADA IV salaried at \$104,606. Promoting him to Bureau Chief will increase his salary to \$115,443.90, for a difference of \$10,837.90.

I calculate the cost of Investigator McCrum's new part-time salary as follows:

Investigators in my office are paid \$63,597, or an hourly rate of \$35 per hour. As a state pensioner, Investigator McCrum is limited to earning \$35,000 in public employment without a pension waiver. For a year he would be limited to 1,000 hours. He comes off the full-time payroll as of April 28, 2023. That leaves 35 pay periods left. Averaging 20 hours per week as a part-time employee would require funding 700 hours for the balance of the year, for a cost of \$24,500.

The total costs of these requests are \$35,337.90.

Paying for These Cost Increases Through Payroll Cost Savings and Reimbursements.

Eamonn Neary's salary when he left was \$113,300 as an ADA VI. His salary line is now vacant, as is Benjamin Bucinell's who was an ADA II earning \$82,500. Although we are recruiting to fill both of these positions, the only candidates so far have been graduating law students who would enter as ADA I's at a salary of \$71,500. And we would not hire them until July of this year following the bar exam. The difference between Eamonn's salary and an ADA I is \$41,800, more than the cost increase I am proposing.

We have also received substantial reimbursement from Broome County for the costs we incurred by sending part-time Assistant District Attorney Philip Mueller to conduct a special prosecution. We received one check for \$63,911.42 for expenses incurred in 2022 and are expecting another one for expenses in 2023 in the approximate amount of \$24,000. All of those unexpected revenues went into the general fund of the County but were obtained through our efforts to recoup costs.

Going forward, Philip Mueller has advised me that he will be resigning his part-time position in 2024, so the funds paying his salary can be moved to fund the part-time salary for Investigator McCrum.

Thank you for your consideration of my proposals.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance
DATE: April 24, 2023
SUBJECT: Budget Amendment – District Attorney’s Office
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 District Attorney’s Office.

Establish and Increase Appropriation Code By:

A511165.111	Personnel Services - Bureau Chief	<u>\$75,483</u>
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Decrease Appropriation Code By:

A511165.111	Personnel Services - Assistant District Attorney IV	<u>\$68,397</u>
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Increase Appropriation Code By:

A511165.112	Hourly Rated Wages - Confidential Investigator	<u>\$24,500</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: April 24, 2023

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

The Schenectady County District Attorney has requested the elimination of the position Assistant District Attorney IV and the creation of the position Bureau Chief District Attorney and the position Confidential Investigator.

I recommend the creation of the position Bureau Chief District Attorney at a JC 10, and the creation of the position Confidential Investigator at a CSEA Grade 14.

No further action is needed to be taken by the Civil Service Commission.

Thank you.



Schenectady County Legislature

Committee on Neighborhood Revitalization

Hon. Richard Ruzzo, Chair

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

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

DATE: April 28, 2023
TO: Honorable Schenectady County Legislato
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Neighborhood Revitalization
Honorable Richard Ruzzo, Chair
Monday, May 1, 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>
NR	0 PRESENTATION REGARDING HOUSING BY BCNI BOARD PRESIDENT CHAD KILBOURNE	Legislator Ruzzo	

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Neighborhood Revitalization
Dual Reference:
Initiative: NR 0

Title of Proposed Resolution:

PRESENTATION REGARDING HOUSING BY BCNI BOARD PRESIDENT CHAD KILBOURNE

Purpose and General Idea:

PRESENTATION REGARDING HOUSING BY BCNI BOARD PRESIDENT CHAD KILBOURNE

Summary of Specific Provisions:

PRESENTATION REGARDING HOUSING BY BCNI BOARD PRESIDENT CHAD KILBOURNE

Effects Upon Present Law:

None.

Justification:

PRESENTATION REGARDING HOUSING BY BCNI BOARD PRESIDENT CHAD KILBOURNE

Sponsor: Legislator Ruzzo

Co-Sponsor:



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: April 28, 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, May 1, 2023 at 7:00 p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	14 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND THE FEDERAL AVIATION ADMINISTRATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT	Legislator Patierne	
PFTI	15 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND THE FEDERAL AVIATION ADMINISTRATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT	Legislator Patierne	

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 14

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND THE FEDERAL AVIATION ADMINISTRATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT

Purpose and General Idea:

Provides authorization to accept NYS Department of Aviation Funding for Taxiways "E", "F", and "K" Rehabilitation

Summary of Specific Provisions:

Authorizes the acceptance of \$133,329 in funding from the NYS Department of Aviation provided by the Federal Aviation Administration, for Taxiways "E", "F", and "K" Rehabilitation. The grant breakdown consists of 90% funding from the federal government, 5% from NYS government, and a 5% match from Schenectady County.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the County's 2023 Capital Budget to align the project budget for the construction of Taxiway E, F, and K with the various Federal, State, Local and Air National Guard funding sources.

CAPITAL BUDGET

Amend Capital Project 5610210038

Decrease Appropriation Code By:

H545610.401000	Airports – Capital	\$105,719
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Increase Revenue Code By:

H43333.4592	Airport – Federal Aid – FAA	\$1,171,768
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Decrease Revenue Codes By:

H33333.3591	Airport – State Aid	\$8,761
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H43333.459201	Airport – Federal Aid U.S. Air Force	\$1,259,964
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H93333.5710	Obligation Serial Bonds	\$8,762
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

This funding is a part of a larger grant that totals \$155,266 and will be used for the rehabilitation of pavement structures, and replacement of signage and lighting for the aforementioned taxiways.

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 *R.F.*

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: April 28, 2023

RE: Authorization to Accept NYS Department of Aviation Funding for Taxiways "E", "F", and "K" Rehabilitation

Attached are memoranda from Paul Sheldon, Director of Public Works, and Peter Knutson, Director of Bureau of Engineering, requesting authorization to accept \$133,329, from the NYS Department of Aviation provided by the Federal Aviation Administration. This funding, which is part of a larger grant that totals \$153,266, will be used for the rehabilitation of pavement structures and replacement of signage and lighting for Taxiways "E", "F", "K".

The grant breakdown consists of 90% funding from federal government, 5% from NY State government, and a 5% match from Schenectady County.

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

I recommend your approval.

**Schenectady County
Inter-Department Memorandum**

DATE: April 25, 2023

TO: Rory Fluman, County Manager

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

COPIES: File

SUBJECT: NYS Aviation – Capital Project Agreement
Taxiways E, F & K Rehabilitation Project
Taxiways A (south) and B Preliminary and Final Design

I have attached a memorandum from Peter Knutson, Director of Bureau of Engineering, regarding State funding for the Taxiway E, F & K construction project and the Taxiway A (south) and B design. We are seeking authorization to accept the additional funds for these projects in the amount of \$153,266.00.

I recommend acceptance of this grant.

COUNTY OF SCHENECTADY

Memorandum

DATE: April 24, 2023

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

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

COPY: File

SUBJECT: New York State Department of Aviation Grants for Taxiway E, F, K Rehabilitation and Taxiway A (south) and B Design.

We are requesting the legislature accept the grants awarded to the County as part of the Federal Grant process for the rehabilitation of Taxiway's E, F and K, as well as the design of the rehabilitation of Taxiway's A (south) and B. These 5 taxiways have not had any significant work on them for 20 years prior to these projects. These grants are for the 5% portion the state is responsible for the associated Federal Grants, that we previously accepted.

The one grant is for the rehabilitation of the pavement structure and to replace all signage and lighting to meet current Federal Aviation Administration requirements on Taxiways E, F and K. While the second is for our Consulting Engineering Firm to perform preliminary and final design, bidding, and award analysis for the rehabilitation of pavement portion of Taxiway A (South) and B, and upgrade of lighting and signage to meet current Federal Aviation Administration design standards.

The funding breakdown is as follows:

Project	Federal Share	State Share	Local Share	Total
Taxiway E, F, K Construction	\$2,399,919 00	\$133,329 00	\$133,329.00	\$2,666,577 00
Taxiway A (South) B Design	\$358,857.00	\$19,937.00	\$19,936.00	\$398,730.00

The County has already formally accepted the Federal Grants and appropriated the County's 5% match in funding. We are recommending the legislature formally accept these funds for reimbursement purposes.

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *jf*
DATE: April 25, 2023
SUBJECT: Capital Budget Amendment – Taxiway E, F, K

The Department of Finance provides the following amendment to the County’s 2023 Capital Budget to align the project budget for the construction of Taxiway E, F, and K with the various Federal, State, Local and Air National Guard funding sources.

CAPITAL BUDGET

Amend Capital Project 5610210038

Decrease Appropriation Code By:

H545610.401000	Airports – Capital	<u>\$105,719</u>
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Increase Revenue Code By:

H43333.4592	Airport – Federal Aid – FAA	<u>\$1,171,768</u>
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Decrease Revenue Codes By:

H33333.3591	Airport – State Aid	<u>\$8,761</u>
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H43333.459201	Airport – Federal Aid U.S. Air Force	<u>\$1,259,964</u>
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H93333.5710	Obligation Serial Bonds	<u>\$8,762</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

AVIATION
CAPITAL PROJECT AGREEMENT

Schenectady County Airport
PROJECT NO(S). 1905.14, 1905.15
CONTRACT NO. K007517

THIS AGREEMENT made this 21st day of June, 2022 by and between the People of the State of New York (hereinafter referred to as "State") acting by and through the Commissioner of Transportation (hereinafter referred to as "Commissioner" and "Department" respectively) with offices at 50 Wolf Rd, Albany, New York 12232, and the County of Schenectady (hereinafter referred to as "Grantee") with offices at Schenectady, New York.

WHEREAS, Article 2 of the Transportation Law authorizes the Commissioner to provide for the accomplishment of airport or aviation projects, and to provide funding to private owners, municipalities and authorities in connection therewith; and

WHEREAS, the Grantee is the sponsor of an airport known as Schenectady County Airport in Schenectady County (hereinafter referred to as the "Airport"); and

WHEREAS, the Grantee has made and will make application to the Commissioner for State aid for the accomplishment of airport or aviation projects at the Airport, and

WHEREAS, the Grantee has applied for and will secure available Federal Assistance for the Projects from the Federal Aviation Administration, (hereinafter called "FAA Grant Agreements"); and

WHEREAS, the Projects will be approved by the Commissioner as consistent with sound transportation development policy and planning concepts and eligible for State participation; and

WHEREAS, the Grantee is authorized to enter into this Agreement by resolution, a copy of which is attached hereto and made a part hereof; and

WHEREAS, State funding for said airport or aviation projects has been and will be provided by budget bills duly enacted into law.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the State and the Grantee agree as follows:

Article 1. Purpose of Agreement.

The purpose of this Agreement is to provide for the undertaking of airport or aviation projects (each project hereinafter referred to as the "Project"), the details of which are more fully described in Schedule A-1 attached hereto, with State financial assistance to the Grantee in the form of a grant, and to state the terms, conditions, requirements, and

restrictions upon which such State assistance will be provided and the mutual understandings and agreements of the parties as to the manner in which the Project will be undertaken and completed, and the Project facilities and equipment will be used. This grant is established with the Grantee for a period of ten years commencing on the date first above written after this Agreement is approved by the State Comptroller, and terminating ten years therefrom, and shall not be dependent on the official duty continuity of the signatories or their successors. The Agreement may be concluded at any time upon written agreement between the Commissioner and the official representative(s) of the Grantee subject to the written approval of the State Comptroller.

Article 2. Documents Forming the Agreement.

Schedule A-1, containing individual project information including project description, cost, funding allocation and schedule, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Appendix A, standard clauses for all New York State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act)

Appendix B, containing State bidding requirements, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Resolution of the Grantee (if applicable) affirming the terms of this Agreement and authorizing the Agreement to be executed.

Article 3. The Project.

The Grantee agrees to complete and provide for the use of project facilities and equipment in accordance with Federal law, rules and the FAA Grant Agreements, and the terms and conditions of this Agreement. The Grantee shall commence and continue operation of the Project upon its completion and shall not discontinue operation or dispose of the Project without the approval of the Commissioner. The Grantee shall also provide for the payment of its share of the cost of the Project.

Article 4. The Grant.

The State share of project costs is fifty percent of the non-Federal costs to complete the Project approved by the Commissioner and procured in part through Federal funding. The maximum amount of the State's share of funding is as set forth in Schedule A. The Grantee agrees to apply for additional Federal assistance which may become available for the Project, subject to such conditions as the Commissioner may require, in order to maximize the amounts of Federal assistance received or to be received for all projects in the State.

Article 5. Use of Project Facilities and Equipment.

- a. On completion of the Project, the Grantee shall commence and continue operation and maintenance of the Project at its own cost and shall not discontinue operation, or dispose of the Project, without the approval of the Commissioner, for the period of time corresponding to the period of useful life for the Project as determined by reference to Section 61 of the State Finance Law.
- b. No part of any Project or Project facility shall be sold, rendered unusable, or otherwise relinquished without obtaining prior written approval of the Commissioner and State Comptroller. If any Project parts or facilities are so sold, other than for their replacement in such service with like facilities or equipment, the State share of the proceeds of such a sale will be returned to the State Comptroller for deposit in the General Fund.
- c. The Grantee will operate and maintain the Airport in full compliance with the terms of the FAA Grant Agreement and all the covenants made by the Grantee to the FAA are deemed made to the State by this Agreement as if fully set forth herein.
- d. All facilities of the Airport developed with State aid and all those usable for the landing and taking off of aircraft, will be available to State Aircraft at all times, without charge.
- e. The Grantee shall submit to the Commissioner, at such time as he may require, such financial statements, operating information and other data as may be deemed necessary by the Commissioner to assure compliance with this Agreement and to prepare his annual report on the scope and results of the Project. The Airport and all Airport records and documents affecting the Airport and deeds, leases, operation and use agreements, and other instruments, will be made available for inspection by any duly authorized representative of the Commissioner upon reasonable request. The Grantee will furnish to the Commissioner upon request, a true copy of any such document.

Article 6. Accomplishment of the Project.

- a. Pursuant to Federal, State and Local Law. In the event that any election, referendum, approval, permit, notice or other proceedings or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

- b. **Funds of the Grantee.** The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of actual total cost of the Project, as provided in Schedule A of this Agreement, on or prior to the time that such funds are needed to meet the Project costs.
- c. **Submission of Proceedings, Contracts and Other Documents.** The Grantee shall submit to the Commissioner and the State Comptroller such data, reports, records, contract and other documents relating to the Project as the Commissioner and the State Comptroller may require.

Article 7. The Project Budget.

Costs for any new Project approved by the FAA and the Commissioner, and costs incurred for any change that increases the State share set forth in Schedule A or any amendment thereto, will be eligible for State reimbursement under this Agreement only after an amendment is made to the Agreement in writing and approved by the State Comptroller.

Article 8. Accounting Records.

- a. **Establishment and Maintenance of Accounting Records.** The Grantee shall establish and maintain for the Project, in accordance with requirements established by the Commissioner, and approved by the State Comptroller, separate accounts within its existing accounting system or set up independently, to be known as the project account. The Grantee shall segregate and group project costs so that it can furnish on due notice, cost information in the following cost classifications:
 - i. Purchase price or value of land
 - ii. Incidental costs of land acquisition
 - iii. Costs of contract construction
 - iv. Costs of force account construction
 - v. Engineering costs of plans and designs
 - vi. Engineering costs of supervision and inspection
 - vii. Other administrative costs
 - viii. Costs of equipment acquisition
 - ix. Miscellaneous costs not otherwise included
- b. **Funds Received or Made Available for the Project.** The Grantee shall record in the project account, as they are received, all grant payments received from the Federal

Government on account of the Project. The Grantee shall also record in the project account such funds as it may allocate for payment of its share of the actual cost of the Project. The Grantee shall advise the Commissioner monthly in writing of the amounts recorded in the project account or at such times as the Commissioner may prescribe. The Commissioner or the State Comptroller may audit the project account at such times as the Commissioner or the State Comptroller may require.

- c. **Costs Incurred for the Project.** The Grantee shall charge to the project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Commissioner shall not be considered eligible costs. In specific cases, where it is impractical to determine precise costs of certain indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Commissioner and the State Comptroller. Such approval will be based upon an audit determination that the amounts reimbursed will not exceed actual cost.
- d. **Eligible Costs.** Eligible Project costs consist of any costs involved in accomplishing a project including those of:
 - (1) Making field surveys;
 - (2) Preparing plans and specifications;
 - (3) Accomplishing or procuring the accomplishing of the work;
 - (4) Supervising and inspecting construction work;
 - (5) Acquiring land or an interest therein, or any easement through or other interest in airspace; and
 - (6) Administrative and other incidental costs incurred specifically in connection with accomplishing project, and that would not have otherwise been incurred.
- e. The costs described in this section, including the value of land, labor, materials and equipment donated or loaned to the Grantee and appropriated to the Project by the Grantee, are eligible for consideration as to their allowability, except for:
 - (1) That part of the cost of acquiring an existing private airport that represents the cost of acquiring passenger automobile parking facilities and buildings to be used as hangars,
 - (2) The cost of materials and supplies owned by the Grantee or furnished from a source of supply owned by the Grantee if:

- (i) Those materials and supplies were used for airport development before the effective date of the grant; or
 - (ii) Those costs are not supported by proper evidence of quantity and value.
 - (3) The cost of nonexpendable machinery, tools, or equipment owned by the Grantee and used under a project by the Grantee's force account, except to the extent of the fair rental value of that machinery, tools, or equipment for the period it is used on the project;
 - (4) The value of any land, including improvements, donated to the sponsor by another public agency; and
 - (5) Any costs incurred in connection with raising funds by the Grantee, including interest and premium charges and administrative expenses involved in conducting bond elections and in the sale of bonds.
- f. To be an eligible project cost, for the purposes of computing the amount of a grant, an item that is paid or incurred must, in the opinion of the Commissioner:
- (1) Have been necessary to accomplish airport development in conformity with the approved plans and specifications for an approved project and with the terms of the grant agreement for the project;
 - (2) Be reasonable in amount;
 - (3) Have been incurred after the effective date of the Grant Agreement, except for those costs incurred to apply for Federal funds; prepare project engineering reports, plans and specifications; to identify, describe and determine value of land acquisition required for the project such as surveys, title searches and abstracts, appraisals and legal fees and to acquire real property; and
 - (4) Be supported by satisfactory evidence.
- g. **Documentation of Project Costs.** All costs charged to the project account, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the Commissioner as approved by the State Comptroller.
- h. **Checks, Orders and Vouchers.** Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the

office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

- i. **Reports.** The Grantee shall prepare an interim report at the end of its fiscal year accounting for the expenditures of the funds of the State, the Grantee, any Federal agency, and any other source with respect to the Project.

Article 9. Payments

- a. **Payments shall be made to the Grantee upon request to the Commissioner under the following conditions:**
 - i. **Such request for reimbursement of the State's share of authorized project expenditures shall be made on a regular periodic basis, as approved by the Commissioner. Cumulative payment requests shall in no event exceed the total cumulative amount of State funding approved by the Commissioner.**
 - ii. **Such request shall be in a form established by the Commissioner, and shall include a certification that Federal reimbursement has been received therefor. The documents supporting such expenditures by the Grantee shall be maintained in a secure manner by the Grantee at its headquarters or at such other place as shall be readily accessible to the Commissioner and the State Comptroller for purposes of auditing project costs and expenditures. All such accounting records shall be retained by the Grantee until six (6) years after final payment is made hereunder.**
 - iii. **Subject to the other provisions hereof, applications for payment will be honored by the Commissioner except that the State may elect by notice in writing to withhold any payment if:**
 - (1) **Misrepresentation.** The Grantee shall have made any misrepresentation of a material nature in its application for funds hereunder, or any supplement thereto or amendment thereof, or in or with respect to any document data furnished to the Commissioner or other State official in connection with a Project under this Agreement;
 - (2) **Litigation.** There is then pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or

payments to the Project;

- (3) **Concurrence by State.** The Grantee shall have taken any action pertaining to the Project which under the established procedures require the prior approval of the Commissioner or shall have made related expenditures or incurred related obligations without the approval of the Commissioner;
- (4) **Conflict of Interest.** There has been in connection with the Project any violation of the conflict of interest rule, regulation, ordinance or statute applicable to the Grantee, its officers, members, or employees; or
- (5) **Default.** The Grantee shall be in default under any of the provisions of this Agreement.

- b. In no event shall the making by the State of any payment pursuant to this Agreement constitute or be construed as a waiver by the State of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of any such payment by the State while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State in respect of such breach or default.

Article 10. Termination of Suspension of State's Obligation.

- a. **Termination or Suspension Generally.** If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in paragraphs (1) to (5), inclusive, of Article 9 a.iii. hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible or illegal, the Commissioner may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commissioner may terminate any or all of its obligations under this Agreement.
- b. **Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following:
 - i. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep a minimum State costs.
 - ii. Furnish a statement of the status of the Project activities and of the project account as well as a proposed schedule, plan and budget for terminating or suspending the closing out project activities and contracts, and other

undertakings the cost of which are otherwise includable as project costs; and

- iii. Provide to the Commissioner an estimate of the State's share of the costs arising from the termination, suspension, or closing out of such activities, contracts, and other undertakings. The closing out shall be carried out in conformity with the latest schedule, and budget approved by the Commissioner upon the basis of terms and conditions imposed by the Commissioner upon the failure of the Grantee to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the State of any or all Project Funds previously received by the Grantee or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

Article 11. Audit Disallowances.

Costs claimed or previously reimbursed that cannot be supported as outlined herein are subject to audit disallowance by the Commissioner, the State Comptroller, the FAA, and/or the Officer of the Inspector General of the U.S. Department of Transportation. Amounts paid to the Grantee that are subsequently disallowed are subject to recovery by the Commissioner, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other projects.

Article 12. Audit and Inspection.

The Grantee shall permit, and shall require its contractors to permit the Commissioner's and the State Comptroller's authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant construction, equipment, data and records; and to audit the books, records and accounts of the Grantee pertaining to the Grant and the development of the Project.

Article 13. Manner of Performing Work.

The work constituting the Project may be performed by the employment of the forces and the use of the equipment of the Grantee as authorized by the Commissioner or by contract let pursuant to bidding procedures, more particularly referred to in Appendix B hereof.

Article 14. Executory Clause.

The Grantee agrees that this Agreement shall be deemed executor only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available

for the purpose.

Article 15. E-Mail Provision Notice

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either
 - (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 addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
50 Wolf Road P.O.D. 5-4
Albany, NY 12232
Telephone Number: 518-485-5008
Facsimile Number: 518-457-9779
E-Mail Address: keely.bannister@dot.ny.gov

[Contractor Name]

Name: Mr. Paul Sheldon
Title: Airport Commissioner
Address: 100 Kellar Ave, Schenectady, NY 12306
Telephone Number: 518-356-5340
Facsimile Number:
E-Mail Address: paul.sheldon@schenectadycounty.com

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.

3. 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.

Article 16. Contract Payments.

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and

supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor 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 Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epav/index.htm, by e-mail at spunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Contract: K007517
Grantee: County of Schenectady
Facility: SCHENECTADY COUNTY



Schedule A-1

PIN	Project Description	Estimated Total Cost	Federal Share	Local Share	State Share
1905.14	Rehabilitate 4,000' of the existing Taxiway E pavement, Rehabilitate 600' of the existing Taxiway F pavement, Rehabilitate 1,400' of the existing Taxiway K pavement, Reconstruct the existing Taxiway E Edge MITL System, Reconstruct the existing Taxiway F Edge MITL System, Reconstruct the existing Taxiway K Edge MITL System, Install 3 Replacement Airfield Guidance Signs for Taxiway E, Install 2 Replacement Airfield Guidance Signs for Taxiway F - Construction	\$2,666,577 00	\$2,399,919.00	\$133,329.00	\$133,329 00
Maximum State Share Payable*					\$153,328.35

* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above

Contract: K007517
Grantee: County of Schenectady
Facility: SCHENECTADY COUNTY



Schedule A-2

PIN	Project Description	Estimated Total Cost	Federal Share	Local Share	State Share
1905.15	Rehabilitate the existing Taxiway A South pavement (bet. T/W B and R/W 4 end), Rehabilitate the existing Taxiway B pavement, Reconstruct the existing Taxiway A South edge lighting system, Reconstruct the existing Taxiway B edge lighting system, Reconstruct 4 of the existing Taxiway A South airfield guidance signs, Reconstruct 10 of the existing Taxiway B airfield guidance signs - Design	\$398,730.00	\$358,857.00	\$19,938.00	\$19,937.00

Maximum State Share Payable* \$22,927.55

* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date hereinabove set forth.

Department of Transportation 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."

THE PEOPLE OF THE STATE OF NEW YORK

GRANTEE

By: _____
Commissioner of Transportation

By: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED:

By: _____
New York State Attorney General

By: _____
For the New York State
Comptroller pursuant to Section
112 of the State Finance Law

DATE: _____

DATE: _____

STATE OF NEW YORK)
) s.:
COUNTY OF)

On the ____ day of _____, 20____, before me personally came
_____, to me know and known to me to be the
_____ of the _____, the same person
described in and who executed the foregoing instrument; that she/he is authorized to execute
the foregoing instrument on behalf of the _____ pursuant to and as provided
by statute.

Notary Public

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

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: mwbcertification@esd.ny.gov

<https://ny.newnyccontracts.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)(a)-(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/Offers 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-bidders/offers-pursuant-ny-s-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 fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

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

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

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

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

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

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

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

FEDERAL SINGLE AUDIT REQUIREMENTS

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

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

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

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

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

THE CFDA IDENTIFICATION NUMBER

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

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

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

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

PROMPT PAYMENT MECHANISMS

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

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

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

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

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

² <http://www.cfda.gov/>

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

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

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

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

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

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

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

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

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

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

State Environmental Quality Review

In accordance with the rules, regulations, and procedures adopted by

County of Schenectady

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations, and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- checkbox Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
checkbox Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
checkbox Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
checkbox Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
checkbox Type II Action
checkbox Ministerial Act
checkbox Exempt Act

PROJECT DESCRIPTION

Rehabilitate 4,000' of the existing Taxiway E pavement, Rehabilitate 600' of the existing Taxiway F pavement, Rehabilitate 1,400' of the existing Taxiway K pavement, Reconstruct the existing Taxiway E Edge MITL System, Reconstruct the existing Taxiway F Edge MITL System, Reconstruct the existing Taxiway K Edge MITL System, Install 3 Replacement Airfield Guidance Signs for Taxiway E, Install 2 Replacement Airfield Guidance Signs for Taxiway F - Construction

Authorized Signature

Title

Date

State Environmental Quality Review

In accordance with the rules, regulations, and procedures adopted by

County of Schenectady

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations, and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

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- checkbox Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
checkbox Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
checkbox Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
checkbox Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
checkbox Type II Action
checkbox Ministerial Act
checkbox Exempt Act

PROJECT DESCRIPTION

Rehabilitate the existing Taxiway A South pavement (bet. T/W B and R/W 4 end), Rehabilitate the existing Taxiway B pavement, Reconstruct the existing Taxiway A South edge lighting system, Reconstruct the existing Taxiway B edge lighting system, Reconstruct 4 of the existing Taxiway A South airfield guidance signs, Reconstruct 10 of the existing Taxiway B airfield guidance signs - Design

Authorized Signature

Title

Date

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 15

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND THE FEDERAL AVIATION ADMINISTRATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT

Purpose and General Idea:

Provides authorization to accept NYS Department of Aviation Funding for Taxiways "A" (South) and "B" Design

Summary of Specific Provisions:

Authorizes the acceptance of \$19,937 in funding from the NYS Department of Aviation Funding provided by the Federal Aviation Administration for Taxiways "A" (South) and "B" Design.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the County's 2023 Capital Budget to align the project budget for the design of Taxiways A South and B with the various Federal, State, and Local funding sources.

CAPITAL BUDGET

Amend Capital Project 5610220023

Decrease Appropriation Code By:

H545610.401000	Airports – Capital	\$51,270
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Decrease Revenue Codes By:

H33333.3591	Airport – State Aid	\$2,563
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H43333.4592	Airport – Federal Aid – FAA	\$46,143
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H93333.5710	Obligation Serial Bonds	\$2,563
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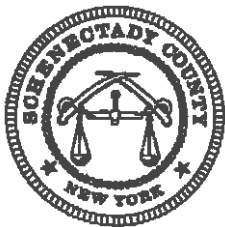
I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

This funding is part of a larger grant that totals \$153,266 and will be used for the design, bidding, and rehabilitation of pavement structures, and the upgrade of signage and lighting for Taxiways "A" (South) and "B". The grant breakdown consists of 90% funding from the Federal Government, 5% from NY State government, and 5% match from Schenectady County.

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
Paul Sheldon, Director of Public Works
Peter Knutson, Director of Bureau of Engineering
Jaclyn Falotico, Commissioner of Finance

Date: April 28, 2023

RE: Authorization to Accept NYS Department of Aviation Funding for Taxiways "A"
(South) and "B" Design

Attached are memoranda from Paul Sheldon, Director of Public Works, and Peter Knutson, Director of Bureau of Engineering, requesting authorization to accept \$19,937, from the NYS Department of Aviation provided by the Federal Aviation Administration. This funding, which is part of a larger grant that totals \$153,266, will be used for the design, bidding, and rehabilitation of pavement structures and upgrade of signage and lighting for Taxiways "A" (South), and "B".

The grant breakdown consists of 90% funding from federal government, 5% from NY State government, and a 5% match from Schenectady County.

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

I recommend your approval.

**Schenectady County
Inter-Department Memorandum**

DATE: April 25, 2023

TO: Rory Fluman, County Manager

FROM: Paul Sheldon, Director of Public Works (PSS)

COPIES: File

SUBJECT: NYS Aviation – Capital Project Agreement
Taxiways E, F & K Rehabilitation Project
Taxiways A (south) and B Preliminary and Final Design

I have attached a memorandum from Peter Knutson, Director of Bureau of Engineering, regarding State funding for the Taxiway E, F & K construction project and the Taxiway A (south) and B design. We are seeking authorization to accept the additional funds for these projects in the amount of \$153,266.00.

I recommend acceptance of this grant.

COUNTY OF SCHENECTADY

Memorandum

DATE: April 24, 2023

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

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

COPY: File

SUBJECT: New York State Department of Aviation Grants for Taxiway E, F, K Rehabilitation and Taxiway A (south) and B Design.

We are requesting the legislature accept the grants awarded to the County as part of the Federal Grant process for the rehabilitation of Taxiway's E, F and K, as well as the design of the rehabilitation of Taxiway's A (south) and B. These 5 taxiways have not had any significant work on them for 20 years prior to these projects. These grants are for the 5% portion the state is responsible for the associated Federal Grants, that we previously accepted.

The one grant is for the rehabilitation of the pavement structure and to replace all signage and lighting to meet current Federal Aviation Administration requirements on Taxiways E, F and K. While the second is for our Consulting Engineering Firm to perform preliminary and final design, bidding, and award analysis for the rehabilitation of pavement portion of Taxiway A (South) and B, and upgrade of lighting and signage to meet current Federal Aviation Administration design standards.

The funding breakdown is as follows:

Project	Federal Share	State Share	Local Share	Total
Taxiway E, F, K Construction	\$2,399,919.00	\$133,329.00	\$133,329.00	\$2,666,577.00
Taxiway A (South) B Design	\$358,857.00	\$19,937.00	\$19,936.00	\$398,730.00

The County has already formally accepted the Federal Grants and appropriated the County's 5% match in funding. We are recommending the legislature formally accept these funds for reimbursement purposes.

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 25, 2023
SUBJECT: Capital Budget Amendment – Taxiways A South and B Design

The Department of Finance provides the following amendment to the County’s 2023 Capital Budget to align the project budget for the design of Taxiways A South and B with the various Federal, State, and Local funding sources.

CAPITAL BUDGET

Amend Capital Project 5610220023

Decrease Appropriation Code By:

H545610.401000	Airports – Capital	<u>\$51,270</u>
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Decrease Revenue Codes By:

H33333.3591	Airport – State Aid	<u>\$2,563</u>
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H43333.4592	Airport – Federal Aid – FAA	<u>\$46,143</u>
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H93333.5710	Obligation Serial Bonds	<u>\$2,563</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

AVIATION
CAPITAL PROJECT AGREEMENT

Schenectady County Airport
PROJECT NO(S). 1905.14, 1905.15
CONTRACT NO. K007517

THIS AGREEMENT made this 21st day of June, 2022 by and between the People of the State of New York (hereinafter referred to as "State") acting by and through the Commissioner of Transportation (hereinafter referred to as "Commissioner" and "Department" respectively) with offices at 50 Wolf Rd, Albany, New York 12232, and the County of Schenectady (hereinafter referred to as "Grantee") with offices at Schenectady, New York.

WHEREAS, Article 2 of the Transportation Law authorizes the Commissioner to provide for the accomplishment of airport or aviation projects, and to provide funding to private owners, municipalities and authorities in connection therewith; and

WHEREAS, the Grantee is the sponsor of an airport known as Schenectady County Airport in Schenectady County (hereinafter referred to as the "Airport"); and

WHEREAS, the Grantee has made and will make application to the Commissioner for State aid for the accomplishment of airport or aviation projects at the Airport; and

WHEREAS, the Grantee has applied for and will secure available Federal Assistance for the Projects from the Federal Aviation Administration, (hereinafter called "FAA Grant Agreements"); and

WHEREAS, the Projects will be approved by the Commissioner as consistent with sound transportation development policy and planning concepts and eligible for State participation; and

WHEREAS, the Grantee is authorized to enter into this Agreement by resolution, a copy of which is attached hereto and made a part hereof; and

WHEREAS, State funding for said airport or aviation projects has been and will be provided by budget bills duly enacted into law.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the State and the Grantee agree as follows:

Article 1. Purpose of Agreement.

The purpose of this Agreement is to provide for the undertaking of airport or aviation projects (each project hereinafter referred to as the "Project"), the details of which are more fully described in Schedule A-1 attached hereto, with State financial assistance to the Grantee in the form of a grant, and to state the terms, conditions, requirements, and

restrictions upon which such State assistance will be provided and the mutual understandings and agreements of the parties as to the manner in which the Project will be undertaken and completed, and the Project facilities and equipment will be used. This grant is established with the Grantee for a period of ten years commencing on the date first above written after this Agreement is approved by the State Comptroller, and terminating ten years therefrom, and shall not be dependent on the official duty continuity of the signatories or their successors. The Agreement may be concluded at any time upon written agreement between the Commissioner and the official representative(s) of the Grantee subject to the written approval of the State Comptroller.

Article 2. Documents Forming the Agreement.

Schedule A-1, containing individual project information including project description, cost, funding allocation and schedule, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Appendix A, standard clauses for all New York State contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act)

Appendix B, containing State bidding requirements, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

Resolution of the Grantee (if applicable) affirming the terms of this Agreement and authorizing the Agreement to be executed.

Article 3. The Project.

The Grantee agrees to complete and provide for the use of project facilities and equipment in accordance with Federal law, rules and the FAA Grant Agreements, and the terms and conditions of this Agreement. The Grantee shall commence and continue operation of the Project upon its completion and shall not discontinue operation or dispose of the Project without the approval of the Commissioner. The Grantee shall also provide for the payment of its share of the cost of the Project.

Article 4. The Grant.

The State share of project costs is fifty percent of the non-Federal costs to complete the Project approved by the Commissioner and procured in part through Federal funding. The maximum amount of the State's share of funding is as set forth in Schedule A. The Grantee agrees to apply for additional Federal assistance which may become available for the Project, subject to such conditions as the Commissioner may require, in order to maximize the amounts of Federal assistance received or to be received for all projects in the State.

Article 5. Use of Project Facilities and Equipment.

- a. On completion of the Project, the Grantee shall commence and continue operation and maintenance of the Project at its own cost and shall not discontinue operation, or dispose of the Project, without the approval of the Commissioner, for the period of time corresponding to the period of useful life for the Project as determined by reference to Section 61 of the State Finance Law.
- b. No part of any Project or Project facility shall be sold, rendered unusable, or otherwise relinquished without obtaining prior written approval of the Commissioner and State Comptroller. If any Project parts or facilities are so sold, other than for their replacement in such service with like facilities or equipment, the State share of the proceeds of such a sale will be returned to the State Comptroller for deposit in the General Fund.
- c. The Grantee will operate and maintain the Airport in full compliance with the terms of the FAA Grant Agreement and all the covenants made by the Grantee to the FAA are deemed made to the State by this Agreement as if fully set forth herein.
- d. All facilities of the Airport developed with State aid and all those usable for the landing and taking off of aircraft, will be available to State Aircraft at all times, without charge.
- e. The Grantee shall submit to the Commissioner, at such time as he may require, such financial statements, operating information and other data as may be deemed necessary by the Commissioner to assure compliance with this Agreement and to prepare his annual report on the scope and results of the Project. The Airport and all Airport records and documents affecting the Airport and deeds, leases, operation and use agreements, and other instruments, will be made available for inspection by any duly authorized representative of the Commissioner upon reasonable request. The Grantee will furnish to the Commissioner upon request, a true copy of any such document.

Article 6. Accomplishment of the Project.

- a. Pursuant to Federal, State and Local Law. In the event that any election, referendum, approval, permit, notice or other proceedings or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

- b. **Funds of the Grantee.** The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of actual total cost of the Project, as provided in Schedule A of this Agreement, on or prior to the time that such funds are needed to meet the Project costs.
- c. **Submission of Proceedings, Contracts and Other Documents.** The Grantee shall submit to the Commissioner and the State Comptroller such data, reports, records, contract and other documents relating to the Project as the Commissioner and the State Comptroller may require.

Article 7. The Project Budget.

Costs for any new Project approved by the FAA and the Commissioner, and costs incurred for any change that increases the State share set forth in Schedule A or any amendment thereto, will be eligible for State reimbursement under this Agreement only after an amendment is made to the Agreement in writing and approved by the State Comptroller.

Article 8. Accounting Records.

- a. **Establishment and Maintenance of Accounting Records.** The Grantee shall establish and maintain for the Project, in accordance with requirements established by the Commissioner, and approved by the State Comptroller, separate accounts within its existing accounting system or set up independently, to be known as the project account. The Grantee shall segregate and group project costs so that it can furnish on due notice, cost information in the following cost classifications:
 - i. Purchase price or value of land
 - ii. Incidental costs of land acquisition
 - iii. Costs of contract construction
 - iv. Costs of force account construction
 - v. Engineering costs of plans and designs
 - vi. Engineering costs of supervision and inspection
 - vii. Other administrative costs
 - viii. Costs of equipment acquisition
 - ix. Miscellaneous costs not otherwise included
- b. **Funds Received or Made Available for the Project.** The Grantee shall record in the project account, as they are received, all grant payments received from the Federal

Government on account of the Project. The Grantee shall also record in the project account such funds as it may allocate for payment of its share of the actual cost of the Project. The Grantee shall advise the Commissioner monthly in writing of the amounts recorded in the project account or at such times as the Commissioner may prescribe. The Commissioner or the State Comptroller may audit the project account at such times as the Commissioner or the State Comptroller may require.

- c. **Costs Incurred for the Project.** The Grantee shall charge to the project account all eligible costs of the Project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Commissioner shall not be considered eligible costs. In specific cases, where it is impractical to determine precise costs of certain indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Commissioner and the State Comptroller. Such approval will be based upon an audit determination that the amounts reimbursed will not exceed actual cost.
- d. **Eligible Costs.** Eligible Project costs consist of any costs involved in accomplishing a project including those of:
 - (1) Making field surveys;
 - (2) Preparing plans and specifications;
 - (3) Accomplishing or procuring the accomplishing of the work;
 - (4) Supervising and inspecting construction work;
 - (5) Acquiring land or an interest therein, or any easement through or other Interest in airspace; and
 - (6) Administrative and other incidental costs incurred specifically in connection with accomplishing project, and that would not have otherwise been incurred.
- e. The costs described in this section, including the value of land, labor, materials and equipment donated or loaned to the Grantee and appropriated to the Project by the Grantee, are eligible for consideration as to their allowability, except for:
 - (1) That part of the cost of acquiring an existing private airport that represents the cost of acquiring passenger automobile parking facilities and buildings to be used as hangars;
 - (2) The cost of materials and supplies owned by the Grantee or furnished from a source of supply owned by the Grantee if:

- (i) Those materials and supplies were used for airport development before the effective date of the grant; or
 - (ii) Those costs are not supported by proper evidence of quantity and value.
 - (3) The cost of nonexpendable machinery, tools, or equipment owned by the Grantee and used under a project by the Grantee's force account, except to the extent of the fair rental value of that machinery, tools, or equipment for the period it is used on the project;
 - (4) The value of any land, including improvements, donated to the sponsor by another public agency; and
 - (5) Any costs incurred in connection with raising funds by the Grantee, including interest and premium charges and administrative expenses involved in conducting bond elections and in the sale of bonds.
- f. To be an eligible project cost, for the purposes of computing the amount of a grant, an item that is paid or incurred must, in the opinion of the Commissioner:
- (1) Have been necessary to accomplish airport development in conformity with the approved plans and specifications for an approved project and with the terms of the grant agreement for the project;
 - (2) Be reasonable in amount;
 - (3) Have been incurred after the effective date of the Grant Agreement, except for those costs incurred to apply for Federal funds; prepare project engineering reports, plans and specifications; to identify, describe and determine value of land acquisition required for the project such as surveys, title searches and abstracts, appraisals and legal fees and to acquire real property; and
 - (4) Be supported by satisfactory evidence.
- g. Documentation of Project Costs. All costs charged to the project account, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges, in accordance with the rules and regulations of the Commissioner as approved by the State Comptroller.
- h. Checks, Orders and Vouchers. Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the

office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

- i. **Reports.** The Grantee shall prepare an interim report at the end of its fiscal year accounting for the expenditures of the funds of the State, the Grantee, any Federal agency, and any other source with respect to the Project.

Article 9. Payments

- a. **Payments shall be made to the Grantee upon request to the Commissioner under the following conditions:**
 - i. **Such request for reimbursement of the State's share of authorized project expenditures shall be made on a regular periodic basis, as approved by the Commissioner. Cumulative payment requests shall in no event exceed the total cumulative amount of State funding approved by the Commissioner.**
 - ii. **Such request shall be in a form established by the Commissioner, and shall include a certification that Federal reimbursement has been received therefor. The documents supporting such expenditures by the Grantee shall be maintained in a secure manner by the Grantee at its headquarters or at such other place as shall be readily accessible to the Commissioner and the State Comptroller for purposes of auditing project costs and expenditures. All such accounting records shall be retained by the Grantee until six (6) years after final payment is made hereunder.**
 - iii. **Subject to the other provisions hereof, applications for payment will be honored by the Commissioner except that the State may elect by notice in writing to withhold any payment if:**
 - (1) **Misrepresentation.** The Grantee shall have made any misrepresentation of a material nature in its application for funds hereunder, or any supplement thereto or amendment thereof, or in or with respect to any document data furnished to the Commissioner or other State official in connection with a Project under this Agreement;
 - (2) **Litigation.** There is then pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement, or

payments to the Project;

- (3) **Concurrence by State.** The Grantee shall have taken any action pertaining to the Project which under the established procedures require the prior approval of the Commissioner or shall have made related expenditures or incurred related obligations without the approval of the Commissioner;
- (4) **Conflict of Interest.** There has been in connection with the Project any violation of the conflict of interest rule, regulation, ordinance or statute applicable to the Grantee, its officers, members, or employees; or
- (5) **Default.** The Grantee shall be in default under any of the provisions of this Agreement.

- b. In no event shall the making by the State of any payment pursuant to this Agreement constitute or be construed as a waiver by the State of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of any such payment by the State while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the State in respect of such breach or default.

Article 10. Termination of Suspension of State's Obligation.

- a. **Termination or Suspension Generally.** If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in paragraphs (1) to (5), inclusive, of Article 9 a.iii. hereof, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible or illegal, the Commissioner may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commissioner may terminate any or all of its obligations under this Agreement.
- b. **Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination notice under this Section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following:
 - i. **Necessary action to terminate or suspend,** as the case may be, Project activities and contracts and such other actions as may be required or desirable to keep a minimum State costs.
 - ii. **Furnish a statement of the status of the Project activities and of the project account as well as a proposed schedule, plan and budget for terminating or suspending the closing out project activities and contracts, and other**

undertakings the cost of which are otherwise includable as project costs;
and

- iii. Provide to the Commissioner an estimate of the State's share of the costs arising from the termination, suspension, or closing out of such activities, contracts, and other undertakings. The closing out shall be carried out in conformity with the latest schedule, and budget approved by the Commissioner upon the basis of terms and conditions imposed by the Commissioner upon the failure of the Grantee to furnish the schedule, plan and budget within a reasonable time. The acceptance of a remittance by the State of any or all Project Funds previously received by the Grantee or the closing out of State financial participation in the Project shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

Article 11. Audit Disallowances.

Costs claimed or previously reimbursed that cannot be supported as outlined herein are subject to audit disallowance by the Commissioner, the State Comptroller, the FAA, and/or the Officer of the Inspector General of the U.S. Department of Transportation. Amounts paid to the Grantee that are subsequently disallowed are subject to recovery by the Commissioner, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other projects.

Article 12. Audit and Inspection.

The Grantee shall permit, and shall require its contractors to permit the Commissioner's and the State Comptroller's authorized representatives to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant construction, equipment, data and records; and to audit the books, records and accounts of the Grantee pertaining to the Grant and the development of the Project.

Article 13. Manner of Performing Work.

The work constituting the Project may be performed by the employment of the forces and the use of the equipment of the Grantee as authorized by the Commissioner or by contract let pursuant to bidding procedures, more particularly referred to in Appendix B hereof.

Article 14. Executory Clause.

The Grantee agrees that this Agreement shall be deemed executor only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available

for the purpose.

Article 15. E-Mail Provision Notice.

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (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 addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York Department of Transportation

Name: Keely Bannister
Title: Intermodal Transportation Specialist 2
Address: NYSDOT Aviation Bureau
50 Wolf Road P.O.D. 5-4
Albany, NY 12232
Telephone Number: 518-485-5008
Facsimile Number: 518-457-9779
E-Mail Address: keely.bannister@dot.ny.gov

Contractor Name

Name: Mr. Paul Sheldon
Title: Airport Commissioner
Address: 100 Kellar Ave, Schenectady, NY 12306
Telephone Number: 518-356-5340
Facsimile Number:
E-Mail Address: paul.sheldon@schenectadycounty.com

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.

3. 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.

Article 16. Contract Payments.

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and

supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor 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 Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index/htm, by e-mail at epunit@osc.state.ny.us or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Contract: K007517
 Grantee: County of Schenectady
 Facility: SCHENECTADY COUNTY



Schedule A-1

PIN	Project Description	Estimated Total Cost	Federal Share	Local Share	State Share
1905.14	Rehabilitate 4,000' of the existing Taxiway E pavement, Rehabilitate 600' of the existing Taxiway F pavement, Rehabilitate 1,400' of the existing Taxiway K pavement, Reconstruct the existing Taxiway E Edge MITL System, Reconstruct the existing Taxiway F Edge MITL System, Reconstruct the existing Taxiway K Edge MITL System, Install 3 Replacement Airfield Guidance Signs for Taxiway E, Install 2 Replacement Airfield Guidance Signs for Taxiway F - Construction	\$2,666,577.00	\$2,399,919.00	\$133,329.00	\$133,329.00
Maximum State Share Payable*					\$153,328.35

* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

Contract: K007517
Grantee: County of Schenectady
Facility: SCHENECTADY COUNTY



Schedule A-2

PIN	Project Description	Estimated Total Cost	Federal Share	Local Share	State Share
1905.15	Rehabilitate the existing Taxiway A South pavement (bet. T/W B and R/W 4 end), Rehabilitate the existing Taxiway B pavement, Reconstruct the existing Taxiway A South edge lighting system, Reconstruct the existing Taxiway B edge lighting system, Reconstruct 4 of the existing Taxiway A South airfield guidance signs, Reconstruct 10 of the existing Taxiway B airfield guidance signs - Design	\$398,730.00	\$358,857.00	\$19,936.00	\$19,937.00
Maximum State Share Payable*					\$22,927.55

* The State share payable under this Agreement is 50% of the non-federal share of eligible costs. In accordance with the separate federal grant referenced herein, the federal share shown above may be increased administratively, upon request of the grantee based on increases in eligible costs, to a maximum of 15%. If and when the federal share increases, the State share shall be increased proportionately, without further amendment to this Agreement, up to the maximum amount shown above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date hereinabove set forth.

Department of Transportation 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.”

THE PEOPLE OF THE STATE OF NEW YORK

GRANTEE

By: _____
Commissioner of Transportation

By: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED:

By: _____
New York State Attorney General

By: _____
For the New York State
Comptroller pursuant to Section
112 of the State Finance Law

DATE: _____

DATE: _____

STATE OF NEW YORK)
) s.:
COUNTY OF)

On the ___ day of _____, 20___, before me personally came _____, to me know and known to me to be the _____ of the _____, the same person described in and who executed the foregoing instrument; that she/he is authorized to execute the foregoing instrument on behalf of the _____ pursuant to and as provided by statute.

Notary Public

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

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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

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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

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: mwbccertification@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)(a)-(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 fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

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

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

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

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

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

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

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

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

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

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

FEDERAL SINGLE AUDIT REQUIREMENTS

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

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

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

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

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

THE CFDA IDENTIFICATION NUMBER

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

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

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

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

PROMPT PAYMENT MECHANISMS

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

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

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

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

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

² <http://www.cfda.gov/>

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

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

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

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

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

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

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

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

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

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

State Environmental Quality Review

In accordance with the rules, regulations, and procedures adopted by

County of Schenectady

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations, and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
- Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
- Type II Action
- Ministerial Act
- Exempt Act

PROJECT DESCRIPTION

Rehabilitate 4,000' of the existing Taxiway E pavement, Rehabilitate 600' of the existing Taxiway F pavement, Rehabilitate 1,400' of the existing Taxiway K pavement, Reconstruct the existing Taxiway E Edge MITL System, Reconstruct the existing Taxiway F Edge MITL System, Reconstruct the existing Taxiway K Edge MITL System, Install 3 Replacement Airfield Guidance Signs for Taxiway E, Install 2 Replacement Airfield Guidance Signs for Taxiway F - Construction

Authorized Signature

Title

Date

State Environmental Quality Review

In accordance with the rules, regulations, and procedures adopted by

County of Schenectady

(or 6NYCRR Part 617 where the Municipal Corporation has not adopted such rules, regulations, and procedures) pursuant to the intent of the State Environmental Quality Review Act, the project described below is classified as a:

CHECK ONE

- checkbox Type I Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
checkbox Type I Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
checkbox Unlisted Action - with possible significant effect (NEPA or SEQR DEIS, FEIS, and SEQR Record of Decision have been prepared).
checkbox Unlisted Action - with no significant effect (Environmental Assessment Form or Environmental Assessment and Negative Declaration have been prepared and filed).
checkbox Type II Action
checkbox Ministerial Act
checkbox Exempt Act

PROJECT DESCRIPTION

Rehabilitate the existing Taxiway A South pavement (bet. T/W B and R/W 4 end), Rehabilitate the existing Taxiway B pavement, Reconstruct the existing Taxiway A South edge lighting system, Reconstruct the existing Taxiway B edge lighting system, Reconstruct 4 of the existing Taxiway A South airfield guidance signs, Reconstruct 10 of the existing Taxiway B airfield guidance signs - Design

Authorized Signature

Title

Date



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: April 28, 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, May 1, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PSF	7 A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR FUNDING OF VARIOUS VOLUNTEER FIRE DEPARTMENTS	Legislator Constantine	

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Public Safety and Firefighting
Dual Reference: Ways and Means
Initiative: PSF 7

Title of Proposed Resolution:

A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR FUNDING OF VARIOUS VOLUNTEER FIRE DEPARTMENTS

Purpose and General Idea:

Provides authorization to expend \$440,000 of American Rescue Plan funds (ARPA) to provide assistance grants to all Schenectady County volunteer and combination fire departments.

Summary of Specific Provisions:

Authorizes expenditure of \$440,000 of American Rescue Plan funds (ARPA) to provide assistance grants to all Schenectady County volunteer and combination fire departments. Schenectady County will provide \$20,000 to each fire department listed on the attached memos for a total of \$440,000.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Operating Budget providing funding to County's volunteer fire departments.

Establish and Increase Appropriate Code By:

A543689.400310	Volunteer Fire Grants	\$440,000
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Increase Appropriated Fund Balance By:

A599	Appropriated Fund Balance	\$390,000
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Decrease Appropriation Code By:

A543689.400312	Volunteer Fire/EMS Assistance	\$50,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

The financial health of all county volunteer and combined fire departments is critical to the capacity we have in keeping citizens safe. 22 local volunteer fire and/or combined fire departments in Schenectady County rely on fire district taxes, supports from town and village governments and various other funding sources to provide these services. Providing these departments with these ARPA funds will allow them to purchase supplies, equipment, and pay for expenses related to special events.

Sponsor: Legislator Constantine

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

TELEPHONE: (518) 388-4355

FAX: (518) 388-4590

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

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

Date: April 28, 2023

Re: Authorization to expend \$440,000 of American Rescue Plan Act funds (ARPA) to Provide Assistance Grants to all Schenectady County Volunteer and Combination Fire Departments

The financial health of our county's volunteer and combined fire departments are critical to the capacity we have in keeping our citizens safe. 22 local volunteer fire and/or combined fire departments in Schenectady County rely on fire district taxes, supports from town and village governments and various other funding sources to provide these services. These fire departments include:

Delanson FD, Duanesburg FD, Mariaville FD, Quaker Street FD, Plotterkill FD, Alplaus FD, East Glenville FD, Scotia FD, Beukendaal FD, West Glenville FD, Thomas Corners FD, Glenville Hills FD, Niskayuna FD 1, Niskayuna FD 2, Stanford Heights FD, Rotterdam Junction FD, Rotterdam Fire Dist. 2, Carman FD, Pattersonville FD, Pine Grove FD, So. Schenectady FD, Schonowe FD

Signed into law on March 11, 2021, The American Rescue Plan Act of 2021 ("ARPA") provided stimulus funding for state and local governments to target communities economic effects of the COVID pandemic. I am proposing that to aid in these efforts, Schenectady County provide \$20,000 to each of these fire departments for a total of \$440,000. This will allow them to purchase supplies, equipment, and pay for expenses related to special events.

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

I recommend your approval.

Schenectady County Volunteer / Combination Fire Departments

Department Name	Address
TOWN OF DUANESBURG	
Delanson FD	1797 Main Street Delanson, NY 12053
Duanesburg FD	7073 Duanesburg Road Duanesburg, NY 12056
Mariaville FD.	9284 Mariaville Rd Pattersonville, NY 12137
Quaker Street FD	10126 Duanesburg Road Quaker Street, NY 12141
TOWN OF PRINCETOWN	
Plotterkill FD	3985 Putnam Road Schenectady, NY 12306
TOWN OF GLENVILLE	
Alplaus FD	309 Alplaus Ave PO BOX 101 Alplaus, NY 12008
East Glenville FD	433 Saratoga Road Glenville, NY 12302
Scotia FD	148 Mohawk Avenue Scotia, NY 12302
Beukendaal FD	501 Sacandaga Road Glenville, NY 12302
West Glenville FD	2024 West Glenville Road Amsterdam, NY 12010-8402
Thomas Corners FD	5 Airport Road Glenville, NY 12302
Glenville Hills FD	1986 Church Road Glenville, NY 12302
TOWN OF NISKAYUNA	
Niskayuna FD 1	1079 Balltown Road Niskayuna, NY 12309
Niskayuna FD 2	2772 Troy-Schenectady Road Niskayuna, NY 12309
Stanford Heights FD	2240 Central Avenue Schenectady, NY 12304
TOWN OF ROTTERDAM	
Rotterdam Junction FD	1214 Main Street Rotterdam Junction, NY 12150
Rotterdam Fire Dist. 2	1400 Curry Road Rotterdam, NY 12306
Carman FD	2435 Hamburg Street Schenectady, NY 12303
Pattersonville FD	5279 Rynex Corners Road Pattersonville, NY 12137
Pine Grove FD	144 Dunnsville Road Rotterdam, NY 12306
So. Schenectady FD	6 Mariaville Road Rotterdam, NY 12306
Schonowe FD	112 Gordon Road Rotterdam, NY 12306

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 24, 2023
SUBJECT: Budget Amendment – Volunteer Fire Department Assistance Grants

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Operating Budget providing funding to County's volunteer fire departments.

Establish and Increase Appropriate Code By:

A543689.400310	Volunteer Fire Grants	<u>\$440,000</u>
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Increase Appropriated Fund Balance By:

A599	Appropriated Fund Balance	<u>\$390,000</u>
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Decrease Appropriation Code By:

A543689.400312	Volunteer Fire/EMS Assistance	<u>\$50,000</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 Tourism, Arts and Special Events

Hon. Cathy Gatta, Chair

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

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

DATE: April 28, 2023
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Tourism, Arts and Special Events
Honorable Cathy Gatta, Chair
Monday, May 1, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
TASE 2	A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR ADDITIONAL ACTIVITIES OF THE SCHENECTADY COUNTY TOURISM AND CONVENTION BUREAU	Legislator Gatta	

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Tourism, Arts and Special Events
Dual Reference: Ways and Means
Initiative: TASE 2

Title of Proposed Resolution:

A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR ADDITIONAL ACTIVITIES OF THE SCHENECTADY COUNTY TOURISM AND CONVENTION BUREAU

Purpose and General Idea:

Provides authorization to amend the 2023 Operating Budget to fund additional activities by the Schenectady County Tourism and Convention Bureau

Summary of Specific Provisions:

Authorizes an amendment to the 2023 Operating Budget in the amount of \$50,000 to fund additional activities by the Schenectady County Tourism and Convention Bureau, also known as Discover Schenectady. This is a non-profit organization that is funded by Schenectady County to promote travel, tourism, and various other opportunities throughout the County.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate additional activities undertaken by the Schenectady County Tourism and Convention Bureau.

Increase Revenue Code By:

A17560.1113	Occupancy Tax	\$50,000
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Increase Appropriation Code By:

A547560.400103	Tourism and Convention Bureau	\$50,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Discover Schenectady is planning additional activities in the next few years to expand its outreach campaign. This funding will require an amendment to the 2023 Operating Budget, and will be funded through occupancy taxes.

Sponsor: Legislator Gatta

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

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

Date: April 28, 2023

Re: Authorization to Amend the 2023 Operating Budget to Fund Additional Activities
by the Schenectady County Tourism and Convention Bureau

The Schenectady County Tourism and Convention Bureau, also known as Discover Schenectady, is a non-profit organization that is funded by Schenectady County to promote travel, tourism, and various other opportunities throughout the County. Discover Schenectady, along with the Metroplex, was instrumental in bringing the Van Gogh exhibit to downtown Schenectady.

Discover Schenectady is planning additional activities in the next few years to expand its outreach campaign. With this in mind, an additional \$50,000 to its budget is needed for these new efforts. This funding, which will require an amendment to the 2023 Operating Budget, will be funded through occupancy taxes.

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

I recommend your approval.

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 19, 2023
SUBJECT: Budget Amendment – Schenectady County Tourism and Convention Bureau

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate additional activities undertaken by the Schenectady County Tourism and Convention Bureau.

Increase Revenue Code By:

A17560.1113	Occupancy Tax	<u>\$50,000</u>
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Increase Appropriation Code By:

A547560.400103	Tourism and Convention Bureau	<u>\$50,000</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: April 28, 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, May 1, 2023 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
WM	5 A RESOLUTION AUTHORIZING A MORTGAGE TAX DISTRIBUTION OF \$1,676,436.28 TO THE VARIOUS MUNICIPALITIES OF SCHENECTADY COUNTY FOR THE PERIOD OCTOBER 1, 2022 TO MARCH 31, 2023	Legislator Fields	
TASE	2 A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR ADDITIONAL ACTIVITIES OF THE SCHENECTADY COUNTY TOURISM AND CONVENTION BUREAU	Legislator Gatta	
PSF	7 A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR FUNDING OF VARIOUS VOLUNTEER FIRE DEPARTMENTS	Legislator Constantine	

Item	Title	Sponsor	Co-Sponsors
PFTI	14 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND THE FEDERAL AVIATION ADMINISTRATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT	Legislator Patierne	
PFTI	15 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION AND THE FEDERAL AVIATION ADMINISTRATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT	Legislator Patierne	
LCS	2 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE DIVISION OF PURCHASING	Legislator Frisoni	
LCS	3 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Frisoni	
LCS	4 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY	Legislator Frisoni	

Item	Title	Sponsor	Co-Sponsors
HHHS	9 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS	Legislator Ostrelch	
EDP	8 A RESOLUTION REGARDING CAPITAL BUDGETARY AMENDMENTS FOR CONSTRUCTION OF VARIOUS INFRASTRUCTURE IMPROVEMENTS TO A CRICKET SPORTS COMPLEX IN THE TOWN OF GLENVILLE	Legislator Hughes	

LEGISLATIVE INITIATIVE FORM

Date: 4/28/2023
Reference: Ways and Means
Dual Reference: Ways and Means
Initiative: WM 5

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING A MORTGAGE TAX DISTRIBUTION OF \$1,676,436.28 TO THE VARIOUS MUNICIPALITIES OF SCHENECTADY COUNTY FOR THE PERIOD OCTOBER 1, 2022 TO MARCH 31, 2023

Purpose and General Idea:

Provides Authorization to Distribute the Semi-Annual Mortgage Tax.

Summary of Specific Provisions:

Provides Authorization to Distribute the Semi-Annual Mortgage Tax.

Effects Upon Present Law:

Calculation of the Semi-Annual Mortgage Recording Tax Distribution to the City, Towns, and Villages for the period of October 1, 2022 to March 31, 2023 has been completed by the County Clerk's Office and the Department of Finance.

The tentative distribution, pending New York State approval, is as follows:

Village of Delanson	\$	1,881.97
Town of Duanesburg	\$	67,885.52
Village of Scotia	\$	31,500.99
Town of Glenville	\$	322,008.58
Town of Niskayuna	\$	339,300.37
Town of Princetown	\$	23,847.16
Town of Rotterdam	\$	337,155.20
City of Schenectady	\$	552,856.49
Total	\$	1,676,436.28

Justification:

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to distribute \$1,676,436.28 in semi-annual mortgage tax proceeds to the City, Towns, and Villages for the period of October 1, 2022 to March 31, 2023. Commissioner Falotico's memorandum details the revenue distribution to each municipality.

Sponsor: Legislator Fields

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

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

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

Date: April 28, 2022

Re: Semi-Annual Mortgage Tax Distribution

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to distribute \$1,676,436.28 in semi-annual mortgage tax proceeds to the City, Towns, and Villages for the period of October 1, 2022 to March 31, 2023. Ms. Falotico's memorandum details the revenue distribution to each municipality.

I recommend your approval.

Memo

TO: Rory Fluman, County Manager

FROM: Jaclyn Falotico, Commissioner of Finance *JF*

CC: Cara Ackerley, County Clerk
Robert Zych, Director of Treasury Systems

DATE: April 25, 2023

SUBJECT: Semi-Annual Mortgage Recording Tax Distribution

Calculation of the Semi-Annual Mortgage Recording Tax Distribution to the City, Towns, and Villages for the period of October 1, 2022 to March 31, 2023 has been completed by the County Clerk's Office and the Department of Finance.

The tentative distribution, pending New York State approval, is as follows:

Village of Delanson	\$	1,881.97
Town of Duanesburg	\$	67,885.52
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Town of Glenville	\$	322,008.58
Town of Niskayuna	\$	339,300.37
Town of Princetown	\$	23,847.16
Town of Rotterdam	\$	337,155.20
City of Schenectady	\$	<u>552,856.49</u>
Total	\$	1,676,436.28

Schenectady County Mortgage Tax Distribution Amounts

Municipality	Time Period								Oct - March YTY \$ Δ	YTY % Δ
	4/1/19-3/30/19	10/1/19-3/31/20	4/1/20 - 9/30/20	10/1/20-3/31/21	4/1/21-9/30/21	10/1/21-3/31/22	4/1/22-9/30/22	10/1/22-3/31/23		
Village of Brienon	\$ 2,029.97	\$ 2,108.51	\$ 2,454.47	\$ 3,449.72	\$ 3,359.42	\$ 6,336.92	\$ 2,275.27	\$ 1,881.97	\$ (4,454.95)	-70.30%
Town of Duaneburg	\$ 66,232.90	\$ 74,894.59	\$ 87,183.48	\$ 122,904.84	\$ 119,687.75	\$ 227,214.35	\$ 81,591.99	\$ 67,885.52	\$ (159,328.83)	-70.12%
Village of Scotia	\$ 31,459.16	\$ 22,576.12	\$ 46,522.34	\$ 50,884.12	\$ 60,398.87	\$ 53,049.51	\$ 37,681.42	\$ 31,500.99	\$ (21,548.52)	-40.62%
Town of Glenville	\$ 323,506.03	\$ 229,954.71	\$ 473,864.96	\$ 521,646.89	\$ 619,188.98	\$ 540,903.52	\$ 384,207.38	\$ 322,008.58	\$ (218,894.94)	-40.47%
Town of Niskayuna	\$ 399,725.53	\$ 274,279.35	\$ 486,164.28	\$ 511,870.57	\$ 619,823.71	\$ 519,444.85	\$ 425,300.40	\$ 339,300.37	\$ (180,144.48)	-34.68%
Town of Princetown	\$ 23,523.29	\$ 29,398.98	\$ 29,122.22	\$ 54,106.54	\$ 46,847.00	\$ 31,439.08	\$ 30,232.73	\$ 23,847.16	\$ (7,591.92)	-24.15%
Town of Rotterdam	\$ 359,548.22	\$ 391,724.95	\$ 530,579.86	\$ 579,028.18	\$ 563,573.18	\$ 869,290.73	\$ 468,066.46	\$ 337,155.20	\$ (532,135.53)	-61.21%
City of Schenectady	\$ 317,574.49	\$ 324,347.16	\$ 294,869.11	\$ 458,965.22	\$ 583,650.72	\$ 641,959.53	\$ 537,932.98	\$ 552,856.49	\$ (89,103.04)	-13.88%
Total	\$ 1,523,599.59	\$ 1,349,284.37	\$ 1,950,760.72	\$ 2,302,856.08	\$ 2,616,529.63	\$ 2,889,638.49	\$ 1,967,288.63	\$ 1,676,436.28	\$ (1,213,202.21)	-41.98%



**Department of
Taxation and Finance**

April 21, 2023

**Cara M. Ackerley
Schenectady County Clerk
620 State Street
Schenectady, NY 12305**

Re: Semi-Annual Report for the period October 1, 2022, through March 31, 2023.

Dear Ms. Ackerley,

Your joint Semi-Annual Report, NY Form AU-202, which we received on April 21, 2023, is approved. The net amount of \$1,676,436.28 due to the respective tax districts is recognized. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

Sincerely yours,

Joseph Mayer

**Joseph Mayer
Excise Tax Technician 2
Telephone: (518) 862-6074**

NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

PART I

COUNTY OF: **Schenectady** FOR THE PERIOD 10/1/2022 THROUGH 3/31/2023
CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED			
	1 Basic tax collected	2 Interest received by recording officer	3 Recording officer's expense	4 Refunds or adjust.	5 Amount paid treasurer (Col 1 + Col 2) (Col 3 - Col 4)	6 Interest received by treasurer	7 Treasurer's expense	8 Tax district's share (Col 5 + Col 6) Col 7	9 Local tax COUNTY	10 Additional tax	11 Special assist. fund	12 Special additional tax
2022 Oct	335,052.41		6,220.52		328,831.89	564.37		329,396.26	164,415.94	156,023.35		119,579.58
Nov	271,287.87		6,353.89		264,933.98	474.81		265,408.79	132,466.99	124,461.49		84,610.80
Dec	389,177.66		5,598.92		383,578.74	397.51		383,976.25	276,978.64	199,737.14		138,985.61
2023 Jan	242,723.25		6,186.97		236,536.28	235.87		236,772.15	119,175.69	112,707.01		87,656.57
Feb	190,800.34		6,214.58		184,585.76	331.56		184,917.32	92,300.37	87,807.28		67,052.70
Mar	281,703.50		6,197.65		275,505.85	459.66		275,965.51	137,752.92	130,572.45		102,741.28
Apr					-			-				-
May					-			-				-
Jun					-			-				-
Jul					-			-				-
Aug					-			-				-
Sep					-			-				-
Totals	1,710,745.03	-	36,772.53	-	1,673,972.50	2,463.78		1,676,436.28	923,090.55	811,308.72		600,626.54

Matthew...

Joseph...

Recording Officer

Treasurer

