



# County of Schenectady

NEW YORK

**ANTHONY JASENSKI**  
CHAIR OF THE LEGISLATURE

**GEOFFREY T. HALL**  
CLERK OF THE LEGISLATURE

**SCHENECTADY COUNTY LEGISLATURE**

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

**JULY 5, 2023**  
**COMMITTEE MEETING SCHEDULE**

DATE: 30 June 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall; Clerk of the Legislature  
SUBJECT: Committee Meetings  
Wednesday, July 5, 2023  
620 State Street  
Legislative Chambers  
Sixth Floor – 7:00 PM

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7:00 P.M.	Committee on Codes, Judiciary & Consumer Affairs Legislator Frisoni, Chair	page 1
Followed by:	Committee on Environmental Conservation, Renewable Energy & Parks Legislator Pratt, Chair	page 6
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Followed by:	Committee on Education & Libraries Legislator Pratt, Chair	page 78
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Followed by:	Committee on Labor & Civil Service Legislator Frisoni, Chair	page 139
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Followed by:	Committee on Public Facilities, Transportation & Infrastructure Legislator Patierne, Chair	page 156
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 238



# Schenectady County Legislature

Committee on Codes, Judiciary and Consumer Affairs

Hon. Pete Frisoni, Chair

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

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

DATE: June 30, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Codes, Judiciary and Consumer Affairs  
Honorable Pete Frisoni, Chair  
Wednesday, July 5, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
CJCA	7 A RESOLUTION REGARDING AMENDMENTS TO THE OPERATING BUDGET OF THE SCHENECTADY COUNTY OFFICE OF ASSIGNED COUNSEL	Legislator Frisoni	

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**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Codes, Judiciary and Consumer Affairs  
**Dual Reference:** Ways and Means  
**Initiative:** CJCA 7

**Title of Proposed Resolution:**

A RESOLUTION REGARDING AMENDMENTS TO THE OPERATING BUDGET OF THE SCHENECTADY COUNTY OFFICE OF ASSIGNED COUNSEL

**Purpose and General Idea:**

Provides Authorization to amend the Office of Assigned Counsel’s 2023 Operating Budget

**Summary of Specific Provisions:**

Authorization to amend the Office of Assigned Counsel’s 2023 operating budget in the amount of \$1,040,000 to pay panel attorneys. This supports two major changes within the department, regarding the assigned counsel panel attorney such as the increase in payment costs associated with the work already performed and the billable hourly rate.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate increased rates for attorneys in the 18-B program within the Office of Assigned Counsel.

Establish and Increase Revenue Code By:

A31174.302501	ILS 18B Reimbursement	\$420,000
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Increase Appropriation Code By:

A541174.429070	Assigned Counsel Plan	\$1,040,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Martin Finn, Assigned Counsel Administrator, indicates, that this amendment supports two major changes within the department, such as the increase in payment cost associated with the work already performed by the Assigned Counsel panel attorney in 2022. These costs, which were invoiced and paid in 2023, were approximately \$200,000. as well as NYS raised the billable hour rate payable to the Counsel panel attorney, which is estimated to increase the 2023 cost by \$840,000. However, NYS will reimburse the County for 50% of the increase associated with the billable hour’s rate.

**Sponsor: Legislator Frisoni**  
**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Martin Finn, Assigned Counsel Administrator  
Jaclyn Falotico, Commissioner of Finance

**Date:** June 30, 2023

**Re:** Authorization to Amend the Office of the Assigned Counsel's 2023 Operating Budget

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Attached is a memorandum from Martin Finn, Assigned Counsel Administrator, requesting authorization to amend the Office of the Assigned Counsel's 2023 Operating Budget in the amount of \$1,040,000.

As Mr. Finn indicates, this would accommodate two major changes to the department. The first is that there was an increase in payment costs associated with the work already performed by the Assigned Counsel panel attorneys in 2022. These costs, which were invoiced and paid in 2023, was approximately \$200,000.

The second is that New York State raised its billable hours rate payable to the Assigned Counsel panel attorneys. This change is estimated to increase 2023 costs by \$840,000. New York State, however, will reimburse the County for 50% of the increase associated with the billable hours rate.

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

I recommend your approval.

**MEMORANDUM**

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**TO:** Rory Fluman, County Manager

**CC:** Jaclyn Falotico, Commissioner of Finance  
Jennifer Nelson, Director, Management & Budget

**FROM:** Martin Finn, Assigned Counsel Administrator

**DATE:** June 16, 2023

**RE:** 2023 County Budget Amendment Request – Assigned Counsel Office

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On behalf of the Schenectady County Assigned Counsel Office, I am requesting an amendment to our 2023 budget amount. We are requesting an increase of \$1,040,000 to our budgeted amount for payment to panel attorneys. There are two primary reasons for this request –

1. We experienced an increased cost of payments to our Assigned Counsel panel attorneys for services rendered in 2022 but invoiced and paid in the first quarter of 2023 of approximately \$200,000. This amount is in excess of our 2022 budgeted amount.
2. Effective April 1, 2023, New York State raised the billable hour rate payable to Assigned Counsel panel attorneys from \$60/hr. for misdemeanors and \$75/hr. for felonies and family court matters to \$158/hr. for all matters. We estimate that this change will increase our budgeted costs for 2023 by \$840,000.

With respect to Item 2., above, the state enabling legislation requires the state to reimburse the County for 50% of this cost increase or approximately \$420,000 making the net budgetary impact of these changes approximately \$620,000.

I would be happy to discuss this request in more detail with you and the members of the County Legislature. We appreciate your consideration of this request.

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



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** June 30, 2023  
**SUBJECT:** Budget Amendment – NYS 18-B Attorney Rate Increase  
Assigned Counsel Program

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The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate increased rates for attorneys in the 18-B program within the Office of Assigned Counsel.

Establish and Increase Revenue Code By:

A31174.302501	U.S 18B Reimbursement	<u>\$420,000</u>
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Increase Appropriation Code By:

A541174.429070	Assigned Counsel Plan	<u>\$1,040,000</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 Environmental Conservation, Renewable Energy and Parks

Hon. Sara Mae Pratt, Chair

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

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

DATE: June 30, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Environmental Conservation, Renewable Energy and Parks  
Honorable Sara Mae Pratt, Chair  
Wednesday, July 5, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
ECREP 13	A RESOLUTION TO ACCEPT MONIES FROM THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE MUNICIPAL ZERO EMISSION VEHICLE REBATE PROGRAM	Legislator Pratt	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Environmental Conservation, Renewable Energy and Parks  
**Dual Reference:** Ways and Means  
**Initiative:** ECREP 13

**Title of Proposed Resolution:**

A RESOLUTION TO ACCEPT MONIES FROM THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE MUNICIPAL ZERO EMISSION VEHICLE REBATE PROGRAM

**Purpose and General Idea:**

Provides authorization to accept funding from the NYS Department of Environmental Conservation for the Municipal Zero-Emission Vehicle Rebate Program.

**Summary of Specific Provisions:**

Authorizes the acceptance of funding in the amount of \$15,000 from the New York State Department of Environmental Conservation for the Municipal Zero-Emission Vehicle Rebate Program. This funding was awarded to the County for its purchase of two(2) electric vehicles in 2022.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate rebate program funding through the NYS Department of Environmental Conservation for the County's Electric Vehicle Fleet Conversion Program.

Establish and Increase Appropriation Code By:

A31230.391003	Electric Vehicle Rebate	<u>\$15,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

The acceptance of these funds would support the DEC 's rebate program, which is part of the NYS initiative to reduce greenhouse gas emissions in New York State and it is consistent with the state's plan to make all new passenger cars and trucks zero-emissions by 2035

**Sponsor: Legislator Pratt**

**Co-Sponsor:**



# COUNTY OF SCHENECTADY



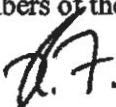
RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Charles Davidson, Sustainability Coordinator  
Jaclyn Falotico, Commissioner of Finance

**Date:** June 30, 2023

**Re:** Authorization to Accept Funding from the NYS Department of Environmental Conservation for the Municipal Zero-Emission Vehicle Rebate Program

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Attached is a memorandum from Charles Davidson, Sustainability Coordinator, requesting authorization to accept funding from the NYS Department of Environmental Conservation for the Municipal Zero-Emission Vehicle Rebate Program in the amount of \$15,000. This funding was awarded to the County for its purchase of two electric vehicles in 2022. The DEC's rebate program is part of NYS' initiative to reduce greenhouse gas emissions in the state and is consistent with the State's plans to make all new passenger cars and trucks be zero-emissions by 2035.

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

I recommend your approval.

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



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** June 30, 2023  
**SUBJECT:** Budget Amendment – NYS DEC Municipal Zero-Emission Vehicle Rebate Program

---

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate rebate program funding through the NYS Department of Environmental Conservation for the County's Electric Vehicle Fleet Conversion Program.

Establish and Increase Appropriation Code By:

A31230.391003	Electric Vehicle Rebate	<u>\$15,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

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

<p>STATE AGENCY (Name &amp; Address):                  Department of Environmental Conservation                   625 Broadway                  Albany, NY 12233-1080</p>	<p>BUSINESS UNIT/DEPT. ID:     DEC01                  CONTRACT NUMBER:     DEC01-T01427GG-3350000                  CONTRACT TYPE:  <input type="checkbox"/> Multi-Year Agreement  <input type="checkbox"/> Simplified Renewal Agreement  <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:                  SCHENECTADY COUNTY OF</p>	<p>TRANSACTION TYPE:  <input checked="" type="checkbox"/> New  <input type="checkbox"/> Renewal  <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:                  Schenectady County</p>	<p>PROJECT NAME:                  Electric Vehicle Fleet Conversion</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:                   NYS Vendor ID Number:     1000002365                  Federal Tax ID Number:     146002431                  DUNS Number (if applicable):     102574808</p>	<p>AGENCY IDENTIFIER:                   CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:                  620 STATE ST                  SCHENECTADY, NY 12305</p> <p>CONTRACTOR PAYMENT ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:  <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:  <input type="checkbox"/> For Profit  <input checked="" type="checkbox"/> Municipality, Code:     420100000000  <input type="checkbox"/> Tribal Nation  <input type="checkbox"/> Individual  <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:                   Exemption State/Code:   <input type="checkbox"/> Sectarian Entity</p>

Contract Number: #     DEC01-T01427GG-3350000

Page 1 of 3

Master Grant Contract, Face Page

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

<p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 08/01/2020                      To: 09/30/2022</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 08/01/2020                      To: 09/30/2022</p> <p><b>AMENDED TERM:</b></p> <p>From:    To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:    To:</p>	<p><b>CONTRACT FUNDING AMOUNT</b></p> <p>(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p><b>CURRENT:</b>        \$15,000.00</p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p><input checked="" type="checkbox"/> State</p> <p><input type="checkbox"/> Federal</p> <p><input type="checkbox"/> Other</p>			
<p><i>FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT AND FUNDING AMOUNT:</i></p> <p>(Out years represents projected funding amounts)</p>				
<b>#</b>	<b>CURRENT PERIOD</b>	<b>CURRENT AMOUNT</b>	<b>AMENDED PERIOD</b>	<b>AMENDED AMOUNT</b>
1				
2				
3				
4				
5				

Contract Number: # DEC01-T01427GG-3350000

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

**ATTACHMENTS PART OF THIS AGREEMENT:**

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

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

**Attachment C: Work Plan**

**Attachment D: Payment and Reporting Schedule**

**Other:**

**Contract Number: # DEC01-T01427GG-3350000**

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**Master Grant Contract, Face Page**

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

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Master Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Master Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and ( if I am acting in the capacity as a not-for profit Contractor) the accuracy and completeness of information submitted to the State of New York through the Gateway vendor prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Master Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Master Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

**CONTRACTOR:**

SCHENECTADY COUNTY OF

By: RORY FLUMAN

Printed Name

Title: County Manager

Date: 02/16/2023

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Master Contract.

**STATE AGENCY:**

Department of Environmental Conservation

By: Nancy Lussier

Printed Name

Title: Director, Division of Management and Budget Services

Date: 02/16/2023

**ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM**

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

Printed Name

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

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

**STATE COMPTROLLER'S SIGNATURE**

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

Printed Name

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

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

Contract Number: # DEC01-T01427GG-3350000

Page 1 of 1, Master Contract for Grants Signature Page

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

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

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

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

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

Contract Number: # DEC01-T01427GG-3350000

Page 1 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

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

**C. Order of Precedence:**

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

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

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

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

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

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

<sup>2</sup> To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V). Contract Number: # DEC01-T01427GG-3350000



OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

Contract Number: # DEC01-T01427GG-3350000

Page 3 of 25, Master Contract for Grants - Standard Terms and Conditions (August 2014)

Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

**N. Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

**P. No Arbitration:** Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

**S. Reciprocity and Sanctions Provisions:** The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.<sup>3</sup>

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

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

**V. Federally Funded Grants and Requirements Mandated by Federal Laws:** All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent that the Master Contract is funded in whole or part with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

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

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## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

**C. Termination:**

**1. Grounds:**

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

**2. Notice of Termination:**

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

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

**B. Advance Payment and Recoupment:**

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

**C. Claims for Reimbursement:**

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

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

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



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

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

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

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

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

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

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

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

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

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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

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

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

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

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

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

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number,

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

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(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

#### **E. Refunds:**

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

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

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

#### **G. Program and Fiscal Reporting Requirements:**

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

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

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

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

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

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

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

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

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

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

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

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

#### **H. Notification of Significant Occurrences:**

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

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

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

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

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

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

**D. Property:**

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

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

**E. Records and Audits:**

**1. General:**

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,



detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

## **2. Cost Allocation:**

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

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

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

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

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

**I. Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

**J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

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2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

**L. Workers' Compensation Benefits:**

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

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

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

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

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

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

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

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obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

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

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

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

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

**P. Consultant Disclosure Law:**<sup>9</sup> If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**Q. Wage and Hours Provisions:** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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<sup>9</sup> Not applicable to not-for-profit entities.

**ATTACHMENT A-1  
PROGRAM SPECIFIC TERMS AND CONDITIONS**

**Standard Clauses for All New York State  
Department of Environmental Conservation Contracts**

The parties to the attached contract, license, lease, grant, 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 to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

**A) AGENCY SPECIFIC TERMS AND CONDITIONS**

**I. Postponement, suspension, abandonment or termination by the Department:** Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

**II. Conflict of Interest**

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.



(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) **Remedies** - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

### III. **Dispute Resolution**

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Mark Lowery,  
Assistant Director, Office of Climate Change  
NYS Department of Environmental Conservation  
625 Broadway, 9th Floor  
Albany, NY 12233-1030  
(518) 402-8448

The designated appeal individual to review decisions is:

Jonathan Binder, Office of General Counsel  
NYS Department of Environmental Conservation  
625 Broadway, 14 Floor  
Albany, NY 12233-1500  
(518) 402-9188

The Chair of the Contract Review Committee is:

Department of Environmental Conservation  
Nancy W. Lussier, Chair  
Contract Review Committee  
625 Broadway  
Albany, NY 12233-5010  
Telephone: (518) 402-9228

- (d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.
- (1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or
  - (2) Adopt the decision of the DAI; or
  - (3) Consider the matter for review by the CRC in accordance with its procedures.
- (e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.
- (f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.
- (g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.
- (h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.
- (i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.
- (j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC:  
Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.
- (2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

**IV. Tax Exemption**

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

**V. Litigation Support**

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and

testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractor's misconduct, negligence or omissions.

**VI. Inventions or Discoveries**

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor, provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

**VII. Intellectual Property and Copyright Materials**

(a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

**VIII. Patent and Copyright Protection**

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes a patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

- (3) replace the item(s) or parts thereof with non-infringing items of at least the same quality and performance;
  - (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.
- (c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.
- (d) The Contractor shall, however, have no liability to the Department under this Article if a ny infringement is based upon or arises out of:
- (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;
  - (2) alterations of the items by the Department;
  - (3) failure of the Department to use updated items provided by the Contractor for a voiding infringement;
  - (4) use of items in combination with apparatus or devices not delivered by the Contractor;
  - (5) use of items in a manner for which these were neither designed nor contemplated; or
  - (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.
- (e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

**IX. Freedom of Information Requests**

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

**X. Article 15-Requirements**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**(a) General Provisions**

- (1) The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("M/WBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$ 100,000 for real property renovations and construction.
- (2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting

opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

(3) Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.

**(b) Contract Goals**

(1) For purposes of this procurement, the Department hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://nysdec.ny.gov/contracts>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR § 142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Department for liquidated or other appropriate damages, as set forth herein.

**(c) MWBE Responsibilities & Requirements**

(1) Contractors must read, sign, and submit the NYSDEC MWBE Responsibilities & Requirements document. This document describes the MWBE requirements and provides directions for completing the required MWBE Utilization Plan form and subsequent Quarterly Reports.

(2) By signing and submitting this document, the Contractor acknowledges they understand the assigned MWBE goals, the MWBE Utilization Plan form requirements, the MWBE Quarterly Report requirements, and understand what Good Faith Efforts they must put forth to meet their assigned MWBE goals.

**(d) MWBE Utilization Plan**

(1) The Contractor represents and warrants that Contractor has submitted a MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.

(2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.

(3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**(e) Equal Employment Opportunity (EEO)**

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the State of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment,

job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- (ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.
- (iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.
- (iv) The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
  - c. The Contractor shall request each employer Department, 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 employer Department, 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.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

## (2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan as part of the MWBE Utilization Plan and submit at the time of award of the contract.

## (3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
  - (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
  - (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.
- (4) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability,

predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**(f) Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

**(g) Waivers**

(1) For Waiver Requests Contractor should use Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

**(h) Liquidated Damages - MWBE Participation**

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

**(i) Forms**

Forms referenced in this Article can be found at <http://www.dec.ny.gov/about/48854.html>

**XI. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

**(a) Contract Goals**

The Department hereby establishes an overall goal of 0% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the Department's Designated Contacts.

Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause (XI)(d) below).

**(b) SDVOB Utilization Plan**

1. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
2. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Department.
3. The Department will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of Department acceptance or issue a notice of deficiency within 20 days of receipt.
4. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, The Department shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Department, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
5. The Department may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
  - (i) If a Bidder fails to submit an SDVOB Utilization Plan;
  - (ii) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (iii) If a Bidder fails to submit a request for waiver; or
  - (iv) If the Department determines that the Bidder has failed to document good faith efforts.
6. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
7. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, The Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

**(c) Request for Waiver**

1. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Department for guidance.
2. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause (XI)(d) below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses (XI)(b) 3., 4., & 5. will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to



Contract award may be made at any time during the term of the Contract to the Department but must be made no later than prior to the submission of a request for final payment on the Contract.

4. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Department.

**(d) Required Good Faith Efforts**

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department with certified SDVOBs whom the Department determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

**(e) Quarterly SDVOB Contractor Compliance Report**

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Quarterly SDVOB Contractor Compliance within the first month of each quarter to the Department during the term of the Contract for the preceding quarters' activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to the Department, by the 10th day of the first month of each quarter during the term of the Contract, for the preceding quarters' activity to: [sdvob@dec.ny.gov](mailto:sdvob@dec.ny.gov)

**(f) Breach of Contract and Damages**

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

**XII. Iran Divestment Act Requirements**

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/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at [http://www.ops.ny.gov/about/regs/docs/L\\_listofEntities.pdf](http://www.ops.ny.gov/about/regs/docs/L_listofEntities.pdf)

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.

**XIII. Americans With Disabilities Act**

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, <https://www.access-board.gov/guidelines-and-standards>

**XIV. Public Access to Facilities**

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered a abandonment of the Project.

**XV. Project Insurance Considerations**

Refer to project insurance requirements set forth in A-1 (B) Program Specific Terms and Conditions.

**XVI. Amendment/Extensions**

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

**XVII. Environmental Protection Fund Acknowledgment**

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

**XVIII. Vendor Responsibility**

- a) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- b) The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.
- c) Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [cjoehelpdesk@osc.state.ny.us](mailto:cjoehelpdesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.
- d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

**XVIII. Permits**

- a) If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.
- b) With respect to the project, the contractor certifies that it has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may

be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

**XIX. Approvals**

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

**XX. Site Access**

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

**XXI. Cost Overruns**

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

**XXII. Construction Plans**

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

**XXIII. Payment and Reporting**

- a) The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.
- b) The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

**XXIV. On-Site Inspections**

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

**XXV. 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 of 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.

**B) PROGRAM SPECIFIC TERMS AND CONDITIONS**

**L. Notices:**

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given

or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Office of Climate Change  
New York State Department of Environmental Conservation  
625 Broadway – 9th Floor  
Albany, New York, 12233-1030  
Tel. No.: (518) 402-8448

A copy of all legal notices shall be sent to:  
General Counsel  
New York State Department of Environmental Conservation  
625 Broadway - 14th Floor  
Albany, New York, 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

## II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insured documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.
- The State of New York, NYS Department of Environmental Conservation, Office of Climate Change its officers, agents and employees, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

- a) Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM#</u>	<u>FORM TITLE</u>
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption-- (no employees)

- b) Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

<u>FORM#</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption-- (no employees)

An ACORD form is NOT an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Office of Climate Change, 625 Broadway 9<sup>th</sup> floor, Albany, NY 12233-1030, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

- c) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, and \$5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.
- d) Business Automobile Liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.
- e) Environmental Liability with a limit of not less than \$1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.

f) Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, a statement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence of the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

g) Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum \$2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

h) Clean Vehicle Purchase or Lease

Eligible clean vehicle purchase or lease costs incurred by the Contractor on or after August 1, 2020, and before September 30, 2021, are considered eligible for reimbursement given the vehicle was placed into municipal service at a dealership in New York State. If leased, the term of the lease shall be no less than 36 months.

i) Reclaim of Funds

The Department reserves the right to reclaim funds paid to a grantee if false statements regarding eligibility of the project or any of its components are discovered after a award or payment has been made.

j) State Assistance Payments

After approval of the Climate Smart Community grant or rebate application, the commissioner may, in the name of the state, enter contracts with municipalities to provide state assistance payments toward the cost of climate smart community projects. Contracts shall include the following provisions:

- An estimate of the costs of the project, as determined by the commissioner.
- An agreement by the commissioner to make state assistance payments toward the cost of the project by periodically reimbursing the municipality during the progress of project development or following completion of the project as may be agreed upon by the parties, in an amount not to exceed the amounts established elsewhere in this title.
- An agreement by the municipality
  - to proceed expeditiously with and complete the project as approved by the commissioner;
  - to undertake and maintain the climate smart community project in accordance with applicable law and rules and regulations;
  - to provide for the payment of the municipality's share of the cost of the project;
  - to assume the full cost of any additional elements or continued operation of the project;
  - to repay within one year of notification by the commissioner, any state assistance payments made toward the cost of the project or an equitable portion of such monies declared appropriate by the commissioner, if the municipality fails to complete the project as approved. (No repayment, however, shall be required where the commissioner determines that such failure, disposition, or change of use was immediately necessary to protect public health and safety.); and
  - to apply for and make reasonable efforts to secure federal assistance for the project.

In connection with each contract, the commissioner shall keep adequate records of the amount of the payment by the state, if any, received by the municipality. Such records shall be retained by the commissioner and shall establish the basis for recalculation of the state payment as required herein.

The commissioner shall impose such contractual requirements and conditions upon any municipality that receives state assistance payments pursuant to this title as may be necessary and appropriate to ensure that a public benefit shall accrue from the use of public funds by such municipality. Such conditions shall include limitations on the right of the municipality to demolish or convey such property; provisions for public access or use where appropriate; a requirement that all plans for restoration, rehabilitation, improvement, demolition or other physical change must be subject to the commissioner's approval; and such other conditions that shall assure the preservation and protection of the project.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: Electric Vehicle Fleet Conversion

CONTRACTOR SPS PAYEE NAME: SCHENECTADY COUNTY OF

CONTRACT PERIOD: From: 08/01/2020  
To: 09/30/2022

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
<b>1. Personal Services</b>					
a) Salary	\$0.00	\$0.00	0 %	\$0.00	\$0.00
b) Fringe	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$0.00	\$0.00	0 %	\$0.00	\$0.00
<b>2. Non Personal Services</b>					
a) Contractual Services	\$15,000.00	\$0.00	0 %	\$54,459.80	\$69,459.80
b) Travel	\$0.00	\$0.00	0 %	\$0.00	\$0.00
c) Equipment	\$0.00	\$0.00	0 %	\$0.00	\$0.00
d) Space/Property & Utilities	\$0.00	\$0.00	0 %	\$0.00	\$0.00
e) Operating Expenses	\$0.00	\$0.00	0 %	\$0.00	\$0.00
f) Other	\$0.00	\$0.00	0 %	\$0.00	\$0.00
Subtotal	\$15,000.00	\$0.00	0 %	\$54,459.80	\$69,459.80
<b>TOTAL</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>0 %</b>	<b>\$54,459.80</b>	<b>\$69,459.80</b>

Contract Number: # DEC01-T01427GG-3350000

Page 1 of 2. Attachment B-1 - Expenditure Based Budget

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL**

<b>CONTRACTUAL SERVICES - TYPE/DESCRIPTION</b>	<b>TOTAL</b>
Purchase of Two (2) Chevrolet Bolts	\$69,459.80
TOTAL	\$69,459.80



**ATTACHMENT C - WORK PLAN  
SUMMARY**

PROJECT NAME: Electric Vehicle Fleet Conversion

CONTRACTOR SFS PAYEE NAME: SCHENECTADY COUNTY OF

CONTRACT PERIOD: From: 08/01/2020

To: 09/30/2022

**Project Summary:** A high-level overview of the project, including the overall goal and desired outcomes.

In 2020, Schenectady County began its mission to install EV charging stations at all of its properties. Since that time, stations were installed at its Department of Probation/DSS: Children and Family Services unit, a majority of its libraries, and the Glendale Nursing Home. This infrastructure has allowed the County the opportunity to begin to replace its fossil-fuel powered fleet with hybrids and fully electric vehicles. The 2022 Budget was the first to allocate funds specifically for these types of vehicles. In August 2022, the County purchased two (2) Chevrolet Bolt EUVs which will be used by staff at the Child and Family Services unit. Staff members will use these vehicles to travel to client's homes and to transport them to services or appointments as needed.

Contract Number: # DEC01-T01427GG-3350000

Page 1 of 1 , Attachment C - Work Plan Summary

**ATTACHMENT C - WORK PLAN  
DETAIL**

**Objective**

- 1 Purchase and/or lease of ZEV clean vehicle(s) - Purchase and/or lease of ZEV clean vehicle(s) in accordance with 2018 Zero-Emission Vehicle (ZEV) Clean Vehicle (Purchase or Lease) Rebate Grant Opportunity Guidelines.

**Tasks**

- 1.1 Purchase and/or lease pursuant to General Municipal law. - .Purchase and/or lease pursuant to General Municipal law.

Performance Measures

- 1.1.1 Purchased and/or leased vehicle - Purchase two Electric Vehicles.





## II. REPORTING PROVISIONS

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

Narrative/Qualitative Report

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

Statistical/Quantitative Report

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

Expenditure Report

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

Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

Consolidated Fiscal Report (CFR)

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

1

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

Contract Number: # DEC01-T01427GG-3350000

Page 3, Attachment D - Payment and Reporting Schedule

**B. Progress-Based Reports**

1. Progress Reports

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

2. Final Progress Report

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

**C. Other Reports**

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

**TABLE 1 - REPORTING SCHEDULE**

<b>PROGRESS REPORT #</b>	<b>PERIOD COVERED</b>		<b>Due Date</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

**III. SPECIAL PAYMENT AND REPORTING PROVISIONS**

Contract Number: # DEC01-T01427GG-3350000

Page 5, Attachment D - Payment and Reporting Schedule



# 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: June 30, 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  
Wednesday, July 5, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsor</b>
EDP	11 A RESOLUTION ADOPTING LOCAL LAW NO. B OF 2023	Legislator Hughes	

---



**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Economic Development and Planning  
**Dual Reference:** Ways and Means  
**Initiative:** EDP 11

**Title of Proposed Resolution:**

A RESOLUTION ADOPTING LOCAL LAW NO. B OF 2023

**Purpose and General Idea:**

To adopt Proposed Local Law B of 2023 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY"

**Summary of Specific Provisions:**

Adopts Proposed Local Law B of 2023 entitled "A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE COUNTY OF SCHENECTADY"

**Effects Upon Present Law:**

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Operating Budget to accommodate the sale of County property at the former Duaneburg YMCA located at 221 Victoria Drive in Delanson, NY and the associated properties outlined in County Attorney Gardner's memorandum on Main Street and Cole Road.

Increase Revenue String By:

A29710.2260	Sale of County Property	<u>\$900,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Adopts Proposed Local Law B of 2023 as Local Law 2 of 2023.

**Sponsor: Legislator Hughes**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



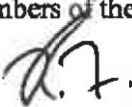
RORY FLUMAN  
COUNTY MANAGER

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

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

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Christopher H. Gardner, County Attorney  
Jaclyn Falotico, Commissioner of Finance

**Date:** June 2, 2023

**Re:** Authorization to Sell the Duanesburg YMCA located at 221 Victoria Drive,  
Delanson, NY and Enter into a Public Benefit Agreement

---

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to sell the Duanesburg YMCA located at 221 Victoria Drive, Delanson, NY to Christopher and Lauren Davis for \$900,000. For this action to be performed, the County must first purchase the property from the Capital Region YMCA, which it was authorized to do at the July 2022 Legislative meeting. The County's intent will be to purchase this property and then transfer the property title to the Davises on a same-day purchase and sell transfer


In addition to this sale, the County will also enter into Public Benefit Agreement with the Davises for a term of 10 years. Provisions of this agreement include, but are not limited to, providing gym memberships to Duanesburg youths with lower incomes, permitting the Boys and Girls Club of Schenectady free access to the swimming pool, and making the kitchen and dining areas available to the County at no cost for the purpose of hosting a senior meal site. With this agreement, this facility can once again reopen and serve the over two-thousand residents in Duanesburg.

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

I recommend your approval.

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

**To:** Rory Fluman, County Manager

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

**cc:** Anthony Jasenski, Sr. Chairman of the Legislature  
Geoffrey T. Hall, Clerk of the Legislature  
Frank S. Salamone, First Deputy County Attorney  
M. Joe Landry, Counsel to the Legislature  
Ray Gillen, Commissioner of Economic Development and Planning  
Erin Roberts, Director of Public Communications  
Shane Barga, Deputy County Manager  
MaryLou Riddle, Confidential Secretary to County Manager  
James Niedermeier, Superintendent Duanesburg Central School District

**Date:** May 30, 2023

**Re:** Sale of Duanesburg YMCA from the County of Schenectady to Christopher Davis and Lauren Davis for \$900,000 with Community Benefits Provisions

---

I am pleased to announce that a contractual agreement has been reached by the County of Schenectady for the sale of the Duanesburg YMCA to Christopher and Lauren Davis for \$900,000.00.

At the outset, I want to thank County Legislature Chair Anthony Jasenski, County Manager Rory Fluman, Deputy County Manager Shane Barga, Director of Economic Development and Planning Ray Gillen and First Deputy County Attorney Frank Salamone for their hard work in reaching this agreement.

The Duanesburg YMCA closed during the COVID pandemic and the Capital Region YMCA made a decision not to reopen this facility. This closure left a gaping hole in the community and civic life of Duanesburg as this facility served over Two Thousand (2,000) residents. This agreement establishes a public-private partnership which will fill the void left by the closure of this facility.

CHG/kah  
Attachment

## DESCRIPTION OF PROPERTY TO BE SOLD

The Duanesburg YMCA is a community recreational facility. It was built in 2009 by BBL and is a one-story building with 26,276 square feet and is located on 28.61 acres in the Village of Delanson.

The building contains:

1. 25-yard, 5 lane lap pool;
2. Large gymnasium with retractable seating for 350 people
3. Wellness Center;
4. Aerobics/spin room space;
5. Large community area with attached full commercial kitchen;
6. Outdoor basketball pickle ball courts and playground.

## BACKGROUND

The County Legislature approved the purchase of this property in July, 2022 from the Capital District YMCA. Initially, the plan was to donate this property to the Duanesburg Central School District. Unfortunately, the Duanesburg Central School District was unable to accept this proposed donation due to concerns about continuing operational costs.

The County also had serious discussions with SUNY Schenectady about possibly operating this facility. However, in the end it was determined that the best option was to enter a public-private partnership with Christopher and Lauren Davis who currently operate a fitness facility in Schoharie County.

## COMMUNITY BENEFITS PROVISIONS

The cornerstone of this agreement is a Community Benefits Provision which guarantees the following benefits for a period of ten (10) years:

1. Lease or license to the Duanesburg Central School District, reasonable access to the gymnasium and swimming pool for an amount not to exceed Twenty Thousand and 00/00 Dollar (\$20,000.00) each year.
2. Provide thirty (30) free gym memberships or the equivalent in program benefits each year to Duanesburg youth with lower incomes as recommended by the Duanesburg Central School District.
3. Permit both the County of Schenectady and the Schenectady County Boys and Girls Club free access to the swimming pool for the purpose of conducting lifeguard training up to four (4) times per year.

4. Make available to the County of Schenectady use of the kitchen and dining areas at no cost for the purpose of hosting a senior meal site.

5. Make the facility available as a back-up site to Schalmont High School for emergency purposes in conjunction with Schenectady County and the American Red Cross.

The terms of the Community Benefits Provision shall be set forth in a form suitable for recording in the Office of the Schenectady County Clerk as either a Subordinate Mortgage or a Deed restriction which will help guarantee that these benefits are provided.

In summary, the Schenectady County Legislature by approving this sale can guarantee access to this outstanding facility by the Duanesburg Central School District for swimming and gym usage. This agreement also provides access to all local residents to a top-notch health club, pool, and gym facility. Further, it will provide a site for senior meals, and community use in the event of an emergency.

#### CONCLUSION

One of the casualties of the COVID-19 pandemic was the permanent closure of the Duanesburg YMCA.

This agreement will reopen this facility as soon as September of this year if the Legislature approves this transaction.

This facility was utilized by Two Thousand (2,000) plus Schenectady County residents on an annual basis. This proposed sale will make this facility accessible to all once again and also guarantee significant Community Benefits for the next decade.

I recommend that this proposed sale be forwarded to the County Legislature for its consideration at its meetings on June 5<sup>th</sup> and June 13<sup>th</sup>.

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

County Finance

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaelyn Falotico, Commissioner of Finance *JF*  
**DATE:** June 30, 2023  
**SUBJECT:** Budget Amendment -- Sale of County Property

---

The Schenectady County Department of Finance provides the following amendment to the County's 2023 Operating Budget to accommodate the sale of County property at the former Duaneburg YMCA located at 221 Victoria Drive in Delanson, NY and the associated properties outlined in County Attorney Gardner's memorandum on Main Street and Cole Road.

Increase Revenue String By:

A29710.2260	Sale of County Property	<u>\$900,000</u>
-------------	-------------------------	------------------

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

## CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

### IDENTIFICATION OF PARTIES TO THE CONTRACT

- A. **SELLER** – The Seller is The County of Schenectady, a municipal corporation, organized and existing under the laws of the State of New York, with an office for the transaction of business at 620 State Street, Schenectady, NY 12305.
- B. **PURCHASER** – The Purchasers are Christopher Davis and Lauren Davis, with an address of \_\_\_\_\_, or an entity organized and existing under the laws of the State of New York, of which Christopher Davis and/or Lauren Davis is/are a majority owner.

### PROPERTY TO BE SOLD

The properties which the Seller is agreeing to sell and which the Purchaser is agreeing to purchase land located in the Town of Duaneburg, County of Schenectady, State of New York, as follows:

9.12 acre parcel at 221 Victoria Drive particularly described as	66.61-1-1.312
3.30 acre parcel on Main Street particularly described as	66.00-1-15
16.19 acre parcel on Cole Rd particularly described as	66.61-1-5.1

The Parties expressly agree that the outdoor playground equipment and all gym equipment, set forth in the Schedule of Equipment attached hereto, shall be included in the sale.

### PURCHASE PRICE

The total purchase price is composed of a monetary payment as well as the Community Benefits Provisions set forth in this Agreement. The monetary component of the purchase price shall be Nine Hundred Thousand (\$900,000.00) DOLLARS

The Purchaser shall pay the purchase price as follows:

- a. \$ 1,000.00 deposit due at signing (non-refundable except as set forth herein)
- b. \$899,000.00 at closing
- c. \$900,000.00 TOTAL PRICE

### ENVIRONMENTAL TEST

Purchaser may cause at its sole expense a Phase I Environmental examination of the Property to be made by a qualified expert. Should such examination show that additional action may be required to determine if the Property is free from environmental hazard or waste or indicate removal of an environmental hazard or waste from the Property is necessary, Purchaser may at its option cancel this Agreement by notice to Seller and in the event Purchaser so notifies, then this Agreement shall be deemed canceled, null and void. Should the Purchaser undertake additional testing following a Phase I Report showing further examination is necessary to determine if the property is free from environmental hazard or waste, such additional action on Purchaser's part shall not constitute a waiver

of its right to cancel pursuant to this Section. If Purchaser cancels this contract based on the results of a Phase I, Phase II or other environmental testing, copies of such results will be provided to Seller.

#### **RIGHT OF INSPECTION AND ACCESS**

Purchaser and Purchaser's engineers, environmental engineers, architects and other consultants and agents shall have the right to enter the Property and examine the Property and perform all necessary tests and inspections (including without limitation, soil borings and water samplings) and perform all other necessary due diligence for the purpose of satisfying itself as to all matters bearing on the physical and environmental condition of the Property and the use and operation of the Property by the Purchaser, providing Purchaser shall, at its own expense, return the Property to its condition as it existed prior to any such test or inspection.

#### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants as follows:

- (a) The Property is being transferred to the Purchaser in as is condition, empty of all personal property, except for health club-gym equipment;
- (b) Seller has no actual knowledge of any material pending or threatened lawsuits or claims against any Seller affecting the Property;
- (c) The Seller owns legal and beneficial title to the Property free and clear of all liens and encumbrances except those which may be discharged at the closing of this transaction;
- (d) The Property and its present use and condition do not violate any applicable deed restrictions or covenants, restrictions or agreements, site plan approvals, zoning or subdivision regulations or urban redevelopment plans applicable to the Property, as modified by any duly issued variances;
- (e) No notices of violation of law or municipal ordinances or of federal, state, county or municipal or other governmental agency regulation, orders or requirements relating to the Property have been entered or received by the Seller, and the Seller has no reason to believe that any notice may or will be entered;
- (f) Except as set forth herein, there is no action or proceeding (zoning or otherwise) or governmental investigation pending, or, to the knowledge of the Seller, threatened against or relating to the Seller, the Property or the transaction contemplated by this Agreement, nor, to the knowledge of the Seller, is there any basis for such an action;
- (g) All roads bounding the Property are public roads and the deed is the only instrument necessary to convey to the Purchaser full access to and the right to the roads freely as well as all rights appurtenant to the Property in the roads;



- (h) There are no persons entitled to possession or use of the Property other than the Seller, whether by lease or other agreement, adverse possession, prescription or otherwise, except as expressly set forth on any addenda attached hereto and made a part hereof;
- (i) There is not, nor has there been, any dispute or claim made with respect to the property lines of the Property.

#### **DEPOSIT**

The deposit set forth above shall be non-refundable unless:

- a. The Seller cannot transfer good and marketable title;
- b. The Purchaser exercises any of its rights or contingencies in this Agreement;
- c. The transaction does not close due solely to the actions or omissions of the Seller; or
- d. The Purchaser is unable to obtain financing after making a good faith effort to do so.

#### **SURVIVAL OF REPRESENTATIONS**

All of the representations, warranties and agreements set forth here and elsewhere in this Agreement shall be true on the execution of this Agreement, but, except as expressly stated herein, shall not survive the delivery of the deed and other closing instruments.

#### **SELLER'S DOCUMENTS**

At or before the closing, in addition to documents otherwise required herein, Seller shall furnish the following documents to Purchaser:

- a) Such documents, undertakings or representations as Purchaser's title insurer, or Purchaser's attorney may reasonably require.

#### **TITLE AND SURVEY**

A fee title insurance policy, if desired or required, shall be obtained at the expense of Purchaser. The Seller shall provide any available survey, abstract of title or title insurance policy information, and Purchaser shall pay the cost of an abstract of title or updating such abstract of title. The Seller further acknowledges that it will obtain a fee title insurance policy when it purchases the property.

Purchaser shall have no obligation to purchase the Property unless, within 45 days following the full execution and delivery of this Agreement (the "Title Contingency Expiration Date"), the following contingencies have either been satisfied or waived by Purchaser in Purchaser's sole discretion:

- (a) Purchaser shall have obtained a title report evidencing the ability of Seller to convey good and marketable fee title to Purchaser at closing. Nothing contained herein shall permit Seller to refuse to pay off at the closing mortgages and other liens on the Property.
- (b) Purchaser shall have obtained a survey which does not show any state of facts that would render title unmarketable.

Purchaser shall order such title report and survey within five business days of the execution of the Agreement.

#### **COMMUNITY BENEFITS PROVISIONS**

As previously set forth above, in addition to the payment of Nine Hundred Thousand (\$900,000.00) Dollars, the Purchaser hereby agrees to provide the community benefits set forth in this Section as part of its purchase price. Notwithstanding any provision of this Agreement to the contrary, the Parties expressly agree that the provisions of this Section shall survive and bind the Parties beyond the Closing Date.

For a period of ten (10) years (the Community Benefit Period), the Purchaser shall provide Community Benefits as set forth herein. In year 1 the agreement is as follows:

1. Lease or license to the Duanesburg Central School District reasonable access to the gymnasium and swimming pool for an amount not to exceed Twenty Thousand Dollars (\$20,000.00) annually.
2. Provide thirty (30) free gym memberships or the equivalent in program benefits each year to Duanesburg youth with lower incomes, as recommended by the Duanesburg Central School District.
3. Permit both the County of Schenectady and the Schenectady County Boys and Girls Club free access to the swimming pool for the purpose of conducting lifeguard training up to four (4) times per year.
4. Make available to the County of Schenectady use of the kitchen and the dining area at no cost for the purpose of hosting a senior meal site.
5. Make the facility available as a back-up site to Schalmont High School for emergency purposes in conjunction with Schenectady County and the American Red Cross.
6. The terms of this Section shall be set forth in a form suitable for recording in the Office of the Schenectady County Clerk as either a subordinate mortgage or as a deed restriction, for the Ten Year Community Benefit Period.

In years 2 through 10, the Purchaser shall negotiate with the Duanesburg School District on a yearly basis the exact terms of the Community Benefits to provide a comparable value to the School District.

#### **CONDITIONS AFFECTING TITLE**

The Seller shall convey and the Purchaser shall accept the Property subject to the covenants, conditions, restrictions of record and usual utility easements of record and zoning and environmental protection laws so long as the Property is not in violation thereof and any of the foregoing does not

prevent Purchaser's use of the property as contemplated herein; also subject any state of facts which an inspection may show, provided that nothing in this paragraph renders the title to the Property unmarketable.

#### **TRANSFER OF TITLE**

Transfer of title is to be completed within five (5) business days of Purchaser notifying Seller that it has satisfied or waived the title contingency at the offices of the Purchaser's attorney.

#### **DEED**

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

#### **NEW YORK STATE TRANSFER TAX**

The Parties acknowledge that the transaction is subject to the transfer tax, and, pursuant to New York State Real Property Tax Law, because the Seller is a governmental entity, the Purchaser is responsible for paying such tax.

#### **TAX AND OTHER ADJUSTMENTS**

Taxes and assessments shall be apportioned so that the Purchaser and Seller are assuming the expenses of the Property as of the date of transfer of title.

#### **REAL ESTATE BROKER**

The Parties acknowledge that no Real Estate Broker was instrumental in bringing about this Agreement.

#### **NOTICES**

All notices contemplated by this Agreement shall be in writing, delivered by certified or registered mail, return receipt requested, postmarked no later than the required date, or by personal service by such date to the addresses as first set forth in this Agreement.

#### **ENTIRE AGREEMENT**

This Agreement contains all agreements of the parties hereto. There are no promises, agreements, terms, conditions, warranties, representations or statements other than contained herein. This Agreement shall apply to and bind the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

**MODIFICATION**

No change or modification of this Agreement shall be valid or binding upon the parties, nor shall any waiver of any term or condition be deemed a waiver of the term or condition in the future, unless the change or modification or waiver shall be in writing signed by all parties.

**COUNTERPARTS AND ELECTRONIC SIGNATURE**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Confirmation of execution by electronic transmission of a facsimile, or emailed signature page, shall be binding on a party so confirming.

**BINDING EFFECT**

This Agreement shall inure for the benefit of and be binding upon the parties, their legal representatives, heirs, successors and assigns and shall survive the closing and transfer of title.

**COUNTY LEGISLATIVE APPROVAL**

This Agreement is subject to County *Legislative* approval.

[Signature Pages Follow]

SELLER

PURCHASER

COUNTY OF SCHENECTADY

\_\_\_\_\_  
Christopher Davis

By: \_\_\_\_\_  
Rory Fluman  
County Manager

\_\_\_\_\_  
Lauren Davis

Approved as to form and content  
this \_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Christopher H. Gardner  
County Attorney

Draft 5/18/23 1:20PM:

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

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

---

Notary Public-State of New York

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

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

---

Notary Public-State of New York

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned, a Notary Public in and for said State, appeared Lauren Davis, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public-State of New York



# Schenectady County Legislature

## Committee on Education and Libraries

*Hon. Sara Mae Pratt, Chair*

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

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

DATE: June 30, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Education and Libraries  
Honorable Sara Mae Pratt, Chair  
Wednesday, July 5, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsor</b>
EL	0 SCCC BUDGET PRESENTATION	Legislator Pratt	
EL	3 A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE ADOPTION OF THE SCHENECTADY COUNTY COMMUNITY COLLEGE OPERATING BUDGET FOR THE PERIOD FROM SEPTEMBER 1, 2023 TO AUGUST 31, 2024	Legislator Pratt	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Education and Libraries  
**Dual Reference:**  
**Initiative:** EL 0

**Title of Proposed Resolution:**

SCCC BUDGET PRESENTATION

**Purpose and General Idea:**

SCCC BUDGET PRESENTATION

**Summary of Specific Provisions:**

SCCC BUDGET PRESENTATION

**Effects Upon Present Law:**

None.

**Justification:**

SCCC BUDGET PRESENTATION

**Sponsor: Legislator Pratt**

**Co-Sponsor:**



## LEGISLATIVE INITIATIVE FORM

**Date:** 6/30/2023  
**Reference:** Education and Libraries  
**Dual Reference:**  
**Initiative:** EL 3

**Title of Proposed Resolution:**

A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE ADOPTION OF THE SCHENECTADY COUNTY COMMUNITY COLLEGE OPERATING BUDGET FOR THE PERIOD FROM SEPTEMBER 1, 2023 TO AUGUST 31, 2024

**Purpose and General Idea:**

To schedule a public hearing on the proposed 2023-2024 Operating Budget of the Schenectady County Community College

**Summary of Specific Provisions:**

Schedules a public hearing on the proposed 2023-2024 Operating Budget of the Schenectady County Community College

**Effects Upon Present Law:**

none

**Justification:**

This is a necessary step for the adoption of a budget for the Schenectady County Community College. The public hearing will allow public input on the budget.

**Sponsor:** Legislator Pratt

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



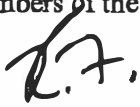
RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Dr. Steady Moono, President, Schenectady County Community College

**Date:** June 30, 2023

**Re:** Call for a Public Hearing Regarding the Schenectady County Community College  
2023-2024 Budget Request

---

Attached is the proposed Schenectady County Community College 2023-2024 Operating Budget. At this time, we are requesting a call for a public hearing on the adoption of the SCCC Operating Budget.

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**2023-24  
Proposed  
Budget**

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**SUNY  
Schenectady County  
Community College**

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**May 15, 2023**

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## **2023-24 BUDGET OVERVIEW**

The proposed operating budget is \$27,034,857 for the 2023-24 academic year. This is a decrease of \$1,478,721 from the 2022-23 budget.

### **REVENUES**

- Part-time tuition will increase \$5 per credit to \$201 per credit hour. The tuition increase is 2.9%. For full-time students the tuition amount is \$2,412 per semester and \$4,824 per academic year. This would still leave SUNY Schenectady with one of the lowest tuition rates of 30 SUNY community colleges.

- The technology fee increased by \$1. For 2023-24, the technology fee will be \$30 per credit or \$360 full time per semester

- The transportation fee will remain \$10 per credit hour for part-time students and increase \$8 to \$90 for full time students per semester. This fee funds the cost of the student CDTA bus pass benefit, parking at Center City, parking lot patrol and escort services.

- The use of fund balance will be \$1,612,682. Federal HEERF funding for lost revenue expired in 2023.

- For State aid, the Budget reflects the equivalent base-aid amount received in 2022-23 with adjustments of \$349,440 for rental aid and \$78,333 for enrollment assistance. Base aid for 2023-24 is due to the "floor" established by the State Legislature to assist community colleges with the current enrollment situation. For 2023-24, State aid increased \$6,730.

- The operating chargeback rate will increase from the current \$4,000 to \$4,140 per out-of-county FTE. Chargeback revenue will increase by \$114,736 from the 2022-23 budget.

- The County contribution is requested to increase by 2% or \$49,179; or \$2,508,134 total.

### **EXPENDITURES (selected highlights by department)**

#### **Business, Criminal Justice & Law:**

- Changed Supply Chain Management Instructor To Paralegal Instructor

#### **Liberal Arts:**

- Professional development funds for new Director of Aviation

#### **Student Affairs:**

- \$69,530 for a Director of Wellness and Student Services
- \$20,000 for a part-time Food Pantry Coordinator
- \$25,000 Resource Navigator

#### **Human Resources:**

- \$9,800 for new employee background checks

**OPERATING BUDGET COMPARISONS**

<b>EXPENDITURES</b>	<b>APPROPRIATIONS</b>		<b>Difference</b>
	<b>APPROVED 2022-23</b>	<b>PROPOSED 2023-24</b>	
<b>Personnel Services</b>			
Teaching Faculty, Full-Time	\$ 2,734,403	\$ 2,728,073	\$ (6,330)
Teaching Faculty, Adjunct	\$ 1,156,214	\$ 929,145	\$ (227,069)
Workforce Development Instructors	\$ 131,651	\$ 131,651	\$ -
Teaching Faculty, Overload	\$ 399,575	\$ 208,030	\$ (191,545)
Professional Staff, Full-Time	\$ 4,841,507	\$ 4,872,189	\$ 30,682
Professional Staff, Part-Time	\$ 549,079	\$ 506,465	\$ (42,614)
Professional Staff, Overtime	-	-	\$ -
Support Staff, Full-Time	\$ 2,716,843	\$ 2,718,373	\$ 1,530
Support Staff, Part-Time	\$ 99,308	\$ 108,039	\$ 8,731
Support Staff, Overtime	\$ 21,040	\$ 34,027	\$ 12,987
Leave Payouts	\$ 75,000	\$ 75,000	\$ -
Student Workers	\$ 42,161	\$ 31,000	\$ (11,161)
Student Tutors	\$ 15,000	\$ 15,000	\$ -
<b>Total Personnel Services</b>	<b>\$ 12,781,781</b>	<b>\$ 12,356,993</b>	<b>\$ (424,788)</b>
<b>Employee Benefits</b>			
NYS Employees' Retirement	\$ 1,062,329	\$ 784,678	\$ (277,651)
NYS Teachers' Retirement	\$ 374,318	\$ 358,537	\$ (15,781)
TIAA-CREF	\$ 513,601	\$ 535,901	\$ 22,299
Social Security	\$ 1,162,516	\$ 1,052,069	\$ (110,447)
Workers' Compensation	\$ 300,642	\$ 79,499	\$ (221,143)
Unemployment Insurance	\$ 164,629	\$ 129,499	\$ (35,129)
Medical Insurance	\$ 4,226,454	\$ 4,294,739	\$ 68,285
Employee Tuition Benefits	\$ 50,000	\$ 50,000	\$ -
Compensated Absences	\$ 195,000	\$ 75,000	\$ (120,000)
<b>Total Employee Benefits</b>	<b>\$ 8,049,488</b>	<b>\$ 7,359,922</b>	<b>\$ (689,566)</b>
<b>Capital Equipment</b>			
<b>Total Capital Equipment</b>	<b>\$ 70,855</b>	<b>\$ 90,555</b>	<b>\$ 19,700</b>
<b>Contractual</b>			
Supplies Instructional	\$ 334,238	\$ 262,800	\$ (71,438)
Supplies Office & Others	\$ 323,712	\$ 250,000	\$ (73,712)
Software	\$ 527,141	\$ 574,395	\$ 47,254
Printing	\$ 40,500	\$ 20,320	\$ (20,180)
Subscriptions and Periodicals	\$ 19,750	\$ 15,000	\$ (4,750)
Books	\$ 19,270	\$ 3,550	\$ (15,720)
Travel Faculty	\$ 13,750	\$ 10,000	\$ (3,750)
Travel Other	\$ 100,386	\$ 108,550	\$ 8,164
Professional Services	\$ 1,637,998	\$ 1,380,460	\$ (257,538)

Dues & Memberships	\$ 62,510	\$ 61,680	\$ (830)
Rentals	\$ 1,032,282	\$ 1,011,390	\$ (20,892)
Repairs and Maintenance	\$ 362,000	\$ 250,000	\$ (112,000)
Advertising	\$ 322,500	\$ 317,950	\$ (4,550)
Installment Payment Fees	\$ 75,000	\$ 75,000	\$ -
Audit Services	\$ 67,500	\$ 68,500	\$ 1,000
Legal Services	\$ 150,000	\$ 150,000	\$ -
Electric & Gas	\$ 840,698	\$ 1,025,199	\$ 184,501
Water & Sewer	\$ 35,000	\$ 35,500	\$ 500
Telephone	\$ 115,800	\$ 103,675	\$ (12,125)
Telecommunications	\$ 65,000	\$ 84,500	\$ 19,500
Bulk Mail	\$ 60,000	\$ -	\$ (60,000)
Metered Mail	\$ 30,000	\$ 57,000	\$ 27,000
Security	\$ 690,133	\$ 748,864	\$ 58,731
Insurance	\$ 297,000	\$ 358,000	\$ 61,000
Interest Expense	\$ -	\$ -	\$ -
All Other Expenses	\$ 231,287	\$ 103,855	\$ (127,432)
Commencement	\$ 35,000	\$ 35,000	\$ -
Staff Development	\$ 43,000	\$ 38,900	\$ (4,100)
Recruitment Project	\$ 55,000	\$ 42,300	\$ (12,700)
Middle States Expense	\$ 15,000	\$ 20,000	\$ 5,000
Achieving the Dream	\$ 10,000	\$ 15,000	\$ 5,000
<b>Total Contractual</b>	<b>\$ 7,611,454</b>	<b>\$ 7,227,388</b>	<b>\$ (384,066)</b>
<b>Total Appropriations</b>	<b>\$ 28,513,578</b>	<b>\$ 27,034,857</b>	<b>\$ (1,478,721)</b>

REVENUES	APPROVED	ESTIMATED	Difference
	2022-23	2023-24	
<b>Student Tuition</b>			
Student Tuition, Full-Time	\$ 4,632,960	\$ 4,754,974	\$ 122,014
Student Tuition, Part-Time	\$ 2,805,940	\$ 2,880,640	\$ 74,700
College in the High School	\$ 715,800	\$ 729,610	\$ 13,810
<b>Total Student Tuition</b>	<b>\$ 8,154,700</b>	<b>\$ 8,365,224</b>	<b>\$ 210,524</b>
<b>Other Revenues</b>			
Service Fees	\$ 1,924,043	\$ 1,917,063	\$ (6,980)
Interest & Earnings	\$ 300	\$ 300	\$ -
Rental - Real Property	\$ -	\$ -	\$ -
Unclassified Revenues	\$ 1,685,245	\$ 503,214	\$ (1,182,031)
<b>Total Other Revenues</b>	<b>\$ 3,609,588</b>	<b>\$ 2,420,577</b>	<b>\$ (1,189,011)</b>
<b>State Aid</b>			
State Aid for Operating Expenses	\$ 8,123,124	\$ 8,129,854	\$ 6,730
<b>Total State Aid</b>	<b>\$ 8,123,124</b>	<b>\$ 8,129,854</b>	<b>\$ 6,730</b>

<b>Revenue in Lieu of Local Sponsor Share</b>			
Charges to Non-Residents	\$ 283,122	\$ 348,850	\$ 65,728
Charges to Other Counties	\$ 3,534,800	\$ 3,649,536	\$ 114,736
<b>Total Revenue in Lieu of Local Sponsor Share</b>	<b>\$ 3,817,922</b>	<b>\$ 3,998,386</b>	<b>\$ 180,464</b>
<b>Sponsoring County Contribution</b>			
Sponsoring County Contribution for Operating Expenses	\$ 2,458,955	\$ 2,508,134	\$ 49,179
<b>Total Sponsoring County Contribution</b>	<b>\$ 2,458,955</b>	<b>\$ 2,508,134</b>	<b>\$ 49,179</b>
<b>Total Revenues</b>	<b>\$ 26,164,289</b>	<b>\$ 25,422,175</b>	<b>\$ (742,114)</b>
<b>Appropriated Fund Balance</b>	<b>\$ 2,349,289</b>	<b>\$ 1,612,682</b>	<b>\$ (736,607)</b>
<b>Total Revenues and Appropriated Fund Balance</b>	<b>\$ 28,513,578</b>	<b>\$ 27,034,857</b>	<b>\$ (1,478,721)</b>



**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**001- Academic Affairs**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
001-120	Teaching Faculty - Adjunct	70,643	15,000	12,000
001-130	Teaching Faculty - Overloads	23,100	17,000	12,000
001-140	Professional Staff - Full Time	253,693	227,924	319,341
001-150	Professional Staff - Part Time	-445	10,000	8,000
001-160	Support Staff - Full Time	406	0	0
001-410	Supplies/Instructional	152	3,500	2,963
001-420	Supplies/Office & Other	23	1,000	849
001-430	Printing	0	400	400
001-440	Subscriptions & Periodicals	400	0	0
001-460	Travel/Faculty	926	10,000	7,018
001-470	Travel/Other	2,123	5,000	3,949
001-480	Professional/Other	3,532	6,000	5,000
001-590	All Other Expenses	7,124	27,000	17,000
<b>NET</b>		<b>361,677</b>	<b>322,824</b>	<b>388,521</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**002- Business, Criminal Justice, and Law**

ORGANIZATION-ACCOUNT	TITLE	FISCAL 22 ACTUAL EXPENSES	FISCAL 23 APPROVED BUDGET	FISCAL 24 PROPOSED BUDGET
002-110	Teaching Faculty - Full Time	600,881	613,921	330,866
002-120	Teaching Faculty - Adjunct	232,695	200,000	116,463
002-130	Teaching Faculty - Overloads	132,814	100,000	26,784
002-140	Professional Staff - Full Time	36,446	77,000	77,710
002-160	Support Staff - Full Time	54,395	50,632	51,963
002-190	Student Workers	4,150	0	0
002-196	Retirement Sick Leave Payout	8,059	0	0
002-410	Supplies/Instructional	3,316	3,000	3,276
002-420	Supplies/Office & Other	280	1,653	1,404
002-425	Software	9,387	0	0
002-430	Printing	45	50	50
002-440	Subscriptions & Periodicals	1,500	1,500	1,500
002-470	Travel/Other	759	0	0
002-480	Professional/Other	11,050	4,000	4,000
002-490	Dues & Memberships	770	800	800
002-563	Postage - Other	1,567	0	0
<b>NET</b>		<b>1,098,113</b>	<b>1,052,556</b>	<b>614,816</b>

NEW INITIATIVES				
002-110	Changed <i>Supply Chain Management Instructor to Paralegal Instructor</i>			
<b>TOTAL</b>				<b>0</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**003 - Career Services**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
003-140	Professional Staff - Full Time	55,902	55,551	56,784
003-150	Professional Staff - Part Time	2,331	17,000	0
003-190	Student Workers	6,003	8,500	4,500
003-410	Supplies/Instructional	966	5,000	2,963
003-420	Supplies/Office & Other	59	500	425
003-425	Software	1,996	3,500	3,500
003-470	Travel/Other	-7	0	0
003-490	Dues & Memberships	25	0	0
003-590	All Other Expenses	230	750	0
<b>NET</b>		<b>67,505</b>	<b>90,801</b>	<b>68,172</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**004 - MST&H**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
004-110	Teaching Faculty - Full Time	410,479	437,242	796,546
004-120	Teaching Faculty - Adjunct	307,932	250,000	223,968
004-130	Teaching Faculty - Overloads	99,324	70,000	62,498
004-140	Professional Staff - Full Time	136,078	190,418	188,937
004-150	Professional Staff - Part Time	43,611	70,000	44,000
004-160	Support Staff - Full Time	44,163	46,549	47,598
004-190	Student Workers	0	0	9,000
004-196	Retirement sick leave payout	32,504	0	0
004-225	Equipment Office/Classroom	9,763	0	10,000
004-310	Computer Equipment FA	5,176	0	5,200
004-410	Supplies/Instructional	36,418	61,500	34,574
004-420	Supplies/Office & Other	1,094	800	1,019
004-430	Printing	41	0	120
004-477	Travel local	34	500	1,000
004-480	Professional/Other	150	0	150
004-490	Dues & Memberships	565	600	600
004-510	Rental	415	1,000	650
004-520	Repairs & Maintenance	4,420	10,000	4,284
004-590	All Other Expenses	818	0	825
<b>NET</b>		<b>1,132,983</b>	<b>1,138,609</b>	<b>1,430,970</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**005 - HCAT**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
005-110	Teaching Faculty - Full Time	420,550	460,056	475,451
005-120	Teaching Faculty - Adjunct	177,224	90,000	80,629
005-130	Teaching Faculty - Overloads	78,976	90,000	40,713
005-140	Professional Staff - Full Time	174,780	185,295	186,948
005-150	Professional Staff - Part Time	84,658	121,496	85,000
005-160	Support Staff - Full Time	52,974	52,012	54,934
005-180	Support Staff - Overtime	537	740	0
005-225	Equipment Office/Classroom	1,838	1,250	1,250
005-240	Equipment Additional/Other	187	0	0
005-410	Supplies/Instructional	87,295	145,000	89,989
005-420	Supplies/Office & Other	970	2,000	1,699
005-425	Software	9,227	5,200	5,200
005-430	Printing	5,433	5,500	0
005-440	Subscriptions & Periodicals	80	0	0
005-460	Travel/Faculty	25	500	351
005-470	Travel/Other	85	0	0
005-480	Professional/Other	663	18,700	0
005-490	Dues & Memberships	0	2,310	0
005-510	Rental	163,470	179,456	179,456
005-520	Repairs & Maintenance	12,339	12,000	10,283
005-544	Electric & Gas	0	3,500	12,410
005-545	Water/Sewer - City	0	0	0
005-590	All Other Expenses	0	7,307	0
<b>NET</b>		<b>1,271,310</b>	<b>1,382,322</b>	<b>1,224,313</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**006 - Liberal Arts**

ORGANIZATION-ACCOUNT	TITLE	FISCAL 22 ACTUAL EXPENSES	FISCAL 23 APPROVED BUDGET	FISCAL 24 PROPOSED BUDGET
006-110	Teaching Faculty - Full Time	778,449	906,792	830,189
006-120	Teaching Faculty - Adjunct	635,010	461,214	322,286
006-130	Teaching Faculty - Overloads	54,010	98,700	40,713
006-140	Professional Staff - Full Time	64,263	82,865	82,096
006-160	Support Staff - Full Time	47,391	47,910	49,053
006-196	Retirement sick leave payout	5,189	0	0
006-225	Equipment Office/Classroom	179	0	0
006-410	Supplies/Instructional	1,151	3,000	13,468
006-420	Supplies/Office & Other	510	0	425
006-425	Software	0	12,000	0
006-430	Printing	37	250	100
006-450	Books	0	0	250
006-460	Travel/Faculty	0	300	211
006-470	Travel/Other	17	0	0
006-475	Travel - Admin	0	0	4,050
006-480	Professional/Other	573	0	800
006-490	Dues & Memberships	179	1,000	950
006-590	All Other Expenses	89	0	0
<b>NET</b>		<b>1,587,047</b>	<b>1,614,031</b>	<b>1,344,590</b>

<b>NEW INITIATIVES</b>				
006-475	Aviation Director Travel		100.00	3,750
006-480	Aviation Director Professional Other		100.00	500
006-490	Aviation Director Dues and Membership		100.00	750
<b>TOTAL</b>				<b>5,000</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**008 - EOP**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
008-140	Professional Staff - Full Time	42,607	65,995	69,011
008-150	Professional Staff - Part Time	7,422	0	0
008-410	Supplies/Instructional	1,291	0	0
008-420	Supplies/Office & Other	416	1,019	0
008-470	Travel/Other	0	711	0
008-480	Professional/Other	0	21,000	0
<b>NET</b>		<b>51,736</b>	<b>88,725</b>	<b>69,011</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**009 - School of Music**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
009-110	Teaching Faculty - Full Time	307,713	286,392	295,021
009-120	Teaching Faculty - Adjunct	193,930	140,000	173,799
009-130	Teaching Faculty - Overloads	28,350	23,875	25,322
009-140	Professional Staff - Full Time	69,050	77,710	79,458
009-150	Professional Staff - Part Time	480	0	0
009-160	Support Staff - Full Time	37,892	39,591	40,482
009-190	Student Workers	0	0	3,000
009-193	Student Tutors	1,681	0	0
009-225	Equipment Office/Classroom	9,202	4,105	4,105
009-410	Supplies/Instructional	4,845	8,000	7,903
009-420	Supplies/Office & Other	667	1,800	1,529
009-425	Software	3,975	500	0
009-430	Printing	46	0	1,000
009-440	Subscriptions & Periodicals	120	20	0
009-460	Travel/Faculty	625	2,500	2,105
009-470	Travel/Other	285	1,300	1,580
009-480	Professional/Other	4,245	20,450	3,000
009-490	Dues & Memberships	50	2,000	1,500
009-510	Rental	200	0	0
009-520	Repairs & Maintenance	8,669	11,000	0
009-530	Advertising	4,950	0	750
009-590	All Other Expenses	0	250	250
<b>NET</b>		<b>676,975</b>	<b>619,493</b>	<b>640,804</b>



**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**010 - Registrar's Office**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
010-140	Professional Staff - Full Time	145,936	131,994	124,853
010-160	Support Staff - Full Time	134,982	134,893	139,576
010-180	Support Staff - Overtime	697	1,100	950
010-196	Retirement sick leave payout	1,856	0	0
010-420	Supplies/Office & Other	267	0	0
010-430	Printing	0	250	0
010-470	Travel/Other	200	0	158
010-480	Professional/Other	159	2,000	1,800
010-490	Dues & Memberships	0	1,300	1,200
<b>NET</b>		<b>284,097</b>	<b>271,537</b>	<b>268,537</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**011 - Academic Services**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
011-140	Professional Staff - Full Time	54,750	60,836	62,867
011-150	Professional Staff - Part Time	129,772	125,000	128,000
011-193	Student Tutors	15,428	15,000	15,000
011-410	Supplies/Instructional	7,406	15,000	6,915
011-420	Supplies/Office & Other	83	0	0
<b>NET</b>		<b>207,439</b>	<b>215,836</b>	<b>212,782</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**012 - Testing Center**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
012-140	Professional Staff - Full Time	29,831	48,750	49,847
012-225	Equipment Office/Classroom	429	0	0
012-410	Supplies/Instructional	0	5,400	3,951
012-420	Supplies/Office & Other	271	300	255
<b>NET</b>		<b>30,531</b>	<b>54,450</b>	<b>54,053</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**014 - Student Success Center**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
014-140	Professional Staff - Full Time	115,984	115,497	91,969
014-410	Supplies/Instructional	0	50,187	49,391
014-420	Supplies/Office & Other	744	600	0
014-430	Printing	84	0	0
014-470	Travel/Other	0	3,000	0
<b>NET</b>		<b>116,811</b>	<b>169,284</b>	<b>141,360</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**016 - 13 State Street**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
016-420	Supplies/Office & Other	0	2,000	1,699
016-510	Rental	0	58,422	58,422
016-544	Electric & Gas	0	35,000	24,821
016-545	Water/Sewer - City	0	2,500	2,500
016-558	Telephone	0	20,000	20,000
<b>NET</b>		<b>0</b>	<b>117,922</b>	<b>107,442</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**031- College in the High School**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
031-110	Teaching Faculty - Full Time	550	0	0
031-130	Teaching Faculty - Overloads	4,200	0	0
031-140	Professional Staff - Full Time	66,255	67,234	0
031-150	Professional Staff - Part Time	349	4,070	3,500
031-410	Supplies/Instructional	0	156	148
031-420	Supplies/Office & Other	1,368	2,000	1,529
031-425	Software	150	7,600	5,000
031-460	Travel/Faculty	0	450	316
031-470	Travel/Other	0	2,000	1,580
031-480	Professional/Other	3,984	0	0
<b>NET</b>		<b>76,857</b>	<b>83,510</b>	<b>12,073</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**201- Strategic Initiatives & Planning**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
201-140	Professional Staff - Full Time	136,477	118,012	121,167
201-160	Support Staff - Full Time	51,585	50,129	54,972
201-225	Equipment Office/Classroom	270	0	0
201-410	Supplies/Instructional	-2,481	0	0
201-420	Supplies/Office & Other	269	1,000	425
201-425	Software	120	0	0
201-430	Printing	91	0	0
201-470	Travel/Other	7,265	4,000	3,160
201-480	Professional/Other	5,762	0	0
201-590	All Other Expenses	531	79,000	4,000
<b>NET</b>		<b>199,888</b>	<b>252,141</b>	<b>183,723</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**301 - Workforce Development and Community Education**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
301-122	WFD&CE Instructors	117,538	131,651	131,651
301-140	Professional Staff - Full Time	212,173	250,298	153,625
301-150	Professional Staff - Part Time	28,950	29,448	30,111
301-153	Assistants	0	5,121	5,703
301-160	Support Staff - Full Time	57,093	56,896	60,041
301-410	Supplies/Instructional	17,333	31,745	45,777
301-420	Supplies/Office & Other	250	3,000	849
301-430	Printing	244	2,500	2,500
301-440	Subscriptions & Periodicals	0	180	100
301-470	Travel/Other	902	250	1,185
301-480	Professional/Other	28,312	66,414	40,082
301-490	Dues & Memberships	529	1,500	3,630
301-510	Rental	0	0	1,674
301-530	Advertising	1,084	5,000	5,000
301-558	Telephone	281	0	375
301-590	All Other Expenses	570	800	800
301-730	Professional Development	1,328	0	900
<b>NET</b>		<b>466,587</b>	<b>584,803</b>	<b>484,003</b>



**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**352 - Information Technology**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
352-140	Professional Staff- Full Time	294,144	417,818	432,499
352-150	Professional Staff- Part Time	17,056	16,320	17,062
352-158	UFP - Overtime	0	1,000	1,500
352-160	Support Staff - Full Time	278,920	356,419	370,179
352-180	Support Staff - Overtime	701	2,300	2,500
352-190	Student Workers	218	10,000	7,500
352-225	Equipment Office/Classroom	-308,412	0	0
352-310	Computer Equipment FA	322,774	0	0
352-410	Supplies/Instructional	7,053	0	0
352-420	Supplies/Office & Other	15,192	34,200	29,053
352-425	Software	541,012	468,007	501,470
352-470	Travel/Other	0	10,000	7,899
352-477	Travel local	0	450	450
352-480	Professional/Other	90,407	134,382	143,102
352-490	Dues & Memberships	0	1,000	1,000
352-520	Repairs & Maintenance	1,805	75,000	25,707
352-558	Telephone	15,104	21,000	38,800
352-559	Telecommunications	11,081	20,000	20,000
<b>NET</b>		<b>1,287,056</b>	<b>1,567,896</b>	<b>1,598,722</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**401 - Library**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
401-140	Professional Staff - Full Time	206,543	209,385	215,041
401-150	Professional Staff - Part Time	52,201	60,000	50,000
401-160	Support Staff - Full Time	90,499	86,902	90,246
401-170	Support Staff - Part Time	23,669	32,000	28,000
401-225	Equipment Office/Classroom	120	1,000	500
401-410	Supplies/Instructional	-4,280	2,000	494
401-420	Supplies/Office & Other	878	1,000	425
401-425	Software	0	0	962
401-430	Printing	45	100	100
401-440	Subscriptions & Periodicals	9,205	7,455	8,000
401-450	Books	14,204	19,000	3,300
401-470	Travel/Other	548	2,000	395
401-477	Travel local	0	100	50
401-480	Professional/Other	43,670	38,000	47,700
401-510	Rental	74,713	80,000	75,200
401-520	Repairs & Maintenance	0	1,000	214
401-590	All Other Expenses	1,253	1,500	500
<b>NET</b>		<b>513,269</b>	<b>541,442</b>	<b>521,127</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**501-Student Affairs**

ORGANIZATION-ACCOUNT	TITLE	FISCAL 22 ACTUAL EXPENSES	FISCAL 23 APPROVED BUDGET	FISCAL 24 PROPOSED BUDGET
501-140	Professional Staff - Full Time	459,771	344,871	422,886
501-150	Professional Staff - Part Time	5,979	0	45,000
501-160	Support Staff - Full Time	170,451	160,932	168,202
501-180	Support Staff - Overtime	0	450	0
501-190	Student Workers	1,054	6,000	4,500
501-194	Student Aid/Notetaker/Interpreter	0	10,000	1,000
501-196	Retirement Sick Leave Payout	17,772	0	0
501-225	Equipment Office/Classroom	199	0	0
501-410	Supplies/Instructional	100	0	0
501-420	Supplies/Office & Other	2,051	5,000	2,124
501-425	Software	15,430	0	0
501-430	Printing	146	1,000	500
501-470	Travel/Other	386	1,500	1,185
501-480	Professional/Other	6,308	75,000	41,650
501-490	Dues & Memberships	4,364	4,000	4,000
501-510	Rental	0	2,500	3,000
501-590	All Other Expenses	2,652	3,000	1,500
501-740	Recruitment Project	35,987	0	0
<b>NET</b>		<b>722,650</b>	<b>614,253</b>	<b>695,546</b>

<b>New Initiatives</b>				
501-140	Director of W & SS		100	69,530
501-150	Food Pantry Coordinator		50	20,000
501-150	Resource Navigator		50	25,000
<b>TOTAL</b>				<b>114,530</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**502 - Admissions**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
502-140	Professional Staff - Full Time	120,051	143,873	126,152
502-160	Support Staff - Full Time	79,098	84,208	88,670
502-180	Support Staff - Overtime	0	500	500
502-225	Equipment Office/Classroom	0	2,000	0
502-420	Supplies/Office & Other	2,882	4,000	4,247
502-430	Printing	94	0	0
502-470	Travel/Other	0	10,000	9,479
502-477	Travel local	612	3,000	3,000
502-480	Professional/Other	39,152	69,000	40,000
502-490	Dues & Memberships	150	500	500
502-510	Rental	0	7,000	7,000
502-740	Recruitment Project	1,242	55,000	42,300
<b>NET</b>		<b>243,281</b>	<b>379,081</b>	<b>321,848</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**505 - Advising**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
505-140	Professional Staff - Full Time	174,765	187,146	196,229
505-150	Professional Staff - Part Time	37,754	37,000	37,000
505-160	Support Staff - Full Time	0	40,771	0
505-170	Support Staff - Part Time	250	0	0
505-190	Student Workers	3,461	7,661	1,500
505-196	Retirement Sick Leave Payout	6,079	0	0
505-410	Supplies/Instructional	0	750	741
505-420	Supplies/Office & Other	388	1,750	1,274
505-425	Software	120	4,900	0
505-430	Printing	312	0	0
505-480	Professional/Other	150	3,000	1,500
505-590	All Other Expenses	0	4,000	1,000
<b>NET</b>		<b>223,279</b>	<b>286,978</b>	<b>239,244</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**601 - Facilities**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
601-140	Professional Staff - Full Time	83,233	147,582	150,892
601-160	Support Staff - Full Time	942,291	1,012,074	1,026,386
601-170	Support Staff - Part Time	11,485	41,718	42,566
601-180	Support Staff - Overtime	13,709	0	13,000
601-220	Equipment Replacement/Other	0	15,000	11,447
601-225	Equipment Office/Classroom	4,498	0	0
601-313	Maintenance and Grounds FA	0	32,000	35,500
601-314	Office FA	8,220	0	0
601-420	Supplies/Office & Other	209,167	190,000	152,909
601-425	Software	153	4,500	4,500
601-430	Printing	0	2,400	2,250
601-440	Subscriptions & Periodicals	0	150	150
601-470	Travel/Other	178	2,800	1,580
601-480	Professional/Other	593,816	525,561	512,090
601-510	Rental	8,145	16,210	16,210
601-520	Repairs & Maintenance	173,112	250,000	203,513
601-544	Electric & Gas	640,254	714,000	873,413
601-545	Water/Sewer - City	22,178	30,000	30,000
601-554	Utilities - Admin	0	25,198	25,198
601-570	Security	-727	0	0
601-730	Professional Development	2,590	0	4,000
<b>NET</b>		<b>2,712,301</b>	<b>3,009,193</b>	<b>3,105,604</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**602-Security**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
602-140	Professional Staff- Full Time	41,504	76,688	73,185
602-220	Equipment Replacement/Other	0	4,500	3,553
602-225	Equipment Office/Classroom	320	0	0
602-240	Equipment Additional/Other	6,665	10,000	9,000
602-420	Supplies/Office & Other	4,619	7,200	6,116
602-425	Software	23,799	18,000	18,000
602-430	Printing	45	50	50
602-470	Travel/Other	0	1,000	790
602-480	Professional/Other	100,887	96,000	96,000
602-510	Rental	5,965	5,800	2,900
602-520	Repairs & Maintenance	5,260	2,000	5,141
602-570	Security	814,660	690,133	748,864
602-590	All Other Expenses	107	0	300
<b>NET</b>		<b>1,003,831</b>	<b>911,371</b>	<b>963,899</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**603 - Center City**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
603-420	Supplies/Office & Other	467	2,000	2,124
603-480	Professional/Other	45,285	50,000	52,700
603-510	Rental	679,102	626,749	626,749
603-520	Repairs & Maintenance	223	0	0
603-544	Electric & Gas	56,817	63,000	89,355
603-545	Water/Sewer - City	835	2,500	3,000
603-558	Telephone	29,528	29,000	14,500
603-559	Telecommunications	614	0	14,500
<b>NET</b>		<b>812,872</b>	<b>773,249</b>	<b>802,928</b>



**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**701 - President's Office**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
701-110	Teaching Faculty - Full Time	0	30,000	0
701-140	Professional Staff - Full Time	392,091	329,496	365,013
701-150	Professional Staff- Part Time	13,500	40,000	40,000
701-410	Supplies/Instructional	211	0	0
701-420	Supplies/Office & Other	590	1,880	849
701-430	Printing	247	0	250
701-440	Subscriptions & Periodicals	310	945	0
701-450	Books	234	270	0
701-470	Travel/Other	47,138	35,000	45,814
701-480	Professional/Other	24,508	38,480	32,000
701-510	Rental	95	145	130
701-580	Insurance	87	0	0
701-590	All Other Expenses	31,268	25,000	30,000
701-786	Achieving the Dream	9,999	10,000	15,000
<b>NET</b>		<b>520,279</b>	<b>511,216</b>	<b>529,056</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**702 - Board of Trustees**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
702-410	Supplies/Instructional	237	0	247
702-420	Supplies/Office & Other	136	529	425
702-440	Subscriptions & Periodicals	45	0	50
702-470	Travel/Other	4,953	4,536	3,791
702-480	Professional/Other	15	0	0
702-590	All Other Expenses	3,344	2,520	2,520
<b>NET</b>		<b>8,731</b>	<b>7,585</b>	<b>7,033</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**703- Development**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL23 APPROVED BUDGET</b>	<b>FISCAL24 PROPOSED BUDGET</b>
703-140	Professional Staff - Full Time	65,000	65,000	65,000
703-160	Support Staff - Full Time	53,722	53,688	54,896
703-430	Printing	43	0	0
<b>NET</b>		<b>118,765</b>	<b>118,688</b>	<b>119,896</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**704 - Human Resources**

ORGANIZATION-ACCOUNT	TITLE	FISCAL 22 ACTUAL EXPENSES	FISCAL 23 APPROVED BUDGET	FISCAL 24 PROPOSED BUDGET
704-140	Professional Staff - Full Time	237,796	296,192	300,241
704-150	Professional Staff - Part Time	45,457	0	0
704-420	Supplies/Office & Other	1,500	1,440	1,223
704-425	Software	11,800	24,670	24,870
704-430	Printing	265	0	0
704-440	Subscriptions & Periodicals	0	4,000	4,000
704-470	Travel/Other	2,516	6,000	4,739
704-480	Professional/Other	28,895	53,000	53,000
704-490	Dues & Memberships	0	2,000	2,000
704-530	Advertising	11,492	35,000	35,000
704-590	All Other Expenses	150	160	160
704-730	Professional Development	149	2,000	2,000
<b>NET</b>		<b>340,020</b>	<b>424,462</b>	<b>427,234</b>

NEW INITIATIVES				
704-480	Recruitment onboarding service			9,800
<b>TOTAL</b>				<b>9,800</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**705 - Institutional Research**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL23 APPROVED BUDGET</b>	<b>FISCAL24 PROPOSED BUDGET</b>
705-140	Professional Staff- Full Time	104,767	129,093	92,435
705-420	Supplies/Office & Other	0	150	127
705-425	Software	441	1,550	1,650
705-470	Travel/Other	0	1,600	1,264
705-480	Professional/Other	590	0	0
<b>NET</b>		<b>105,797</b>	<b>132,393</b>	<b>95,476</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**706 -Administration**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
706-140	Professional Staff - Full Time	270,410	269,673	276,804
706-150	Professional Staff - Part Time	0	0	0
706-160	Support Staff - Full Time	24,097	0	0
706-410	Supplies/Instructional	465	0	0
706-420	Supplies/Office & Other	1,043	1,000	1,699
706-430	Printing	43	300	300
706-470	Travel/Other	224	1,000	5,529
706-477	Travel local	29	0	0
706-480	Professional/Other	8,200	59,000	67,000
706-530	Advertising	4,362	2,500	5,000
706-730	Professional Development	1,300	0	0
<b>NET</b>		<b>310,172</b>	<b>333,473</b>	<b>356,332</b>

<b>NEW INITIATIVES</b>				
706-480	Banner Analysis Project			58,000
<b>TOTAL</b>				<b>58,000</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**707- Financial Services**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
707-140	Professional Staff - Full Time	135,855	139,604	142,801
707-150	Professional Staff - Part Time	0	18,378	18,792
707-160	Support Staff - Full Time	215,223	283,496	262,119
707-170	Support Staff - Part Time	20,277	25,590	37,473
707-180	Support Staff - Overtime	24,090	14,000	15,327
707-225	Equipment Office/Classroom	3,475	0	0
707-420	Supplies/Office & Other	2,784	0	2,548
707-480	Professional/Other	6,419	6,500	6,500
707-520	Repairs & Maintenance	1,398	0	0
707-533	Credit Card Fees	66,928	75,000	75,000
<b>NET</b>		<b>476,448</b>	<b>562,568</b>	<b>560,560</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**708 - Marketing**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
708-140	Professional Staff - Full Time	186,797	251,798	268,214
708-160	Support Staff - Full Time	56,297	52,610	55,484
708-180	Support Staff - Overtime	0	250	250
708-225	Equipment Office/Classroom	1,395	1,000	0
708-420	Supplies/Office & Other	853	2,160	1,869
708-425	Software	0	1,000	0
708-430	Printing	2,580	25,000	10,000
708-440	Subscriptions & Periodicals	1,713	500	1,000
708-480	Professional/Other	96,875	190,097	110,143
708-530	Advertising	297,267	280,000	272,200
<b>NET</b>		<b>643,776</b>	<b>804,415</b>	<b>719,160</b>



**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**709 - Diversity Office**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
709-140	Professional Staff - Full Time	75,750	71,575	73,185
709-420	Supplies/Office & Other	351	0	85
709-440	Subscriptions & Periodicals	0	1,500	0
709-470	Travel/Other	1,093	4,000	1,975
709-480	Professional/Other	0	20,000	5,000
709-490	Dues & Memberships	0	500	500
709-730	Professional Development	0	1,000	2,000
<b>NET</b>		<b>77,194</b>	<b>98,575</b>	<b>82,745</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**710 - College Services**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
710-160	Support Staff - Full Time	103,036	97,151	97,869
710-420	Supplies/Office & Other	977	1,250	1,062
710-520	Repairs & Maintenance	0	1,000	857
<b>NET</b>		<b>104,013</b>	<b>99,401</b>	<b>99,788</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**750 - Special Facilities Programming**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
750-140	Professional Staff - Full Time	0	7,000	7,000
750-425	Software	2,432	1,100	2,500
750-480	Professional/Other	15,973	5,925	6,000
<b>NET</b>		<b>18,405</b>	<b>14,025</b>	<b>15,500</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**801- Institutional Support**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL 23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
801-110	Teaching Faculty - Full Time	1,402	0	0
801-196	Retirement sick leave payout	0	75,000	75,000
801-225	Equipment Office/Classroom	2,171	0	10,000
801-310	Computer Equipment FA	15,927	0	0
801-313	Maintenance and Grounds FA	132,210	0	0
801-420	Supplies/Office & Other	30,541	52,300	29,732
801-425	Software	0	0	6,743
801-430	Printing	0	2,700	2,700
801-440	Subscriptions & Periodicals	125	3,500	200
801-470	Travel/Other	218	450	3,949
801-480	Professional/Other	68,694	130,000	111,243
801-490	Dues & Memberships	40,575	45,000	45,000
801-510	Rental	36,885	55,000	40,000
801-520	Repairs & Maintenance	175	0	0
801-534	Audit/CPA Services	42,550	67,500	68,500
801-535	Legal Services	113,771	150,000	150,000
801-558	Telephone	27,573	30,000	30,000
801-559	Telecommunications	48,860	45,000	50,000
801-561	Bulk Mail	30,000	60,000	0
801-562	Metered Mail	0	30,000	55,000
801-563	Postage - Other	1,596	0	2,000
801-580	Insurance	293,544	297,000	358,000
801-590	All Other Expenses	28,142	80,000	45,000
801-595	Commencement	11,650	35,000	35,000
801-730	Professional Development	60	40,000	30,000
801-785	Middle States Expense	16,586	15,000	20,000
<b>NET</b>		<b>943,255</b>	<b>1,213,450</b>	<b>1,168,067</b>

**SUNY Schenectady County Community College**  
**2023-24 Budget Request**  
**901 - Employee Benefits**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 22 ACTUAL EXPENSES</b>	<b>FISCAL23 APPROVED BUDGET</b>	<b>FISCAL 24 PROPOSED BUDGET</b>
901-801	NYS Employees' Retirement	686,361	861,175	784,678
901-802	NYS Teachers' Retirement	171,763	252,364	358,537
901-803	TIAA-CREF	499,846	599,211	535,901
901-821	Social Security	839,556	1,043,760	1,052,069
901-831	Workers' Compensation	39,800	262,282	79,499
901-832	Unemployment Insurance	-21,007	88,438	129,499
901-841	Medical Insurance	4,224,131	4,613,382	4,294,739
901-851	Employee Tuition Benefits	6,820	50,000	50,000
901-861	Compensated Absences	10,000	195,000	75,000
<b>NET</b>		<b>6,457,271</b>	<b>7,965,612</b>	<b>7,359,922</b>

**Exhibit 1 2023-24 Chargeback Calculation**

A	Total Budget	\$	27,034,857	
	New Total Budget	\$	27,034,857	
B	Costs Not Allowable			\$0
C	Service Fees	\$1,917,063		
D	Rental Income from Real Property	\$0		
E	Interest Income	\$300		
F	Unclassified Revenues	\$503,214		
G	Total and Offsets			\$2,420,577
H	Total Tuition			\$8,365,224
I	State Aid			\$8,129,854
J	Total Reductions			\$18,915,655
K	Balance to fund	\$	8,119,202	
L	Total FTEs Budgeted			1,963.70
M	Gross per FTE			\$4,135
P	Lowest \$10 < \$0			\$4,130
Q	# of Non-resident FTEs			883.7
R	Total Estimated Chargeback Revenues			\$3,649,536

**Exhibit 2: Fee Schedule**

# SUNY SCHENECTADY COUNTY COMMUNITY COLLEGE

## STATE UNIVERSITY OF NEW YORK SCHENECTADY COUNTY COMMUNITY COLLEGE TUITION AND FEE SCHEDULE

2023-24

<b>TUITION</b>	New York State residents who present a Certificate(s) of Residence from their home county or Schenectady County residents who submit a signed affidavit of residency:	
	Full-Time (per semester):	\$ 2,412.00
	Full-Time (per academic year):	\$ 4,824.00
	Part-Time (per semester credit hour or equivalent):	*\$ 201.00
	Full-Time Excelsior (per semester)	\$ 2,412.00

\*Part-time tuition for students enrolled through the College in the High School Program is \$67.00 per credit hour.

<b>TUITION</b>	Non-New York State residents and residents who do not present a Certificate(s) of Residence:	
	Full-Time (per semester)	\$ 3,618.00
	Full-Time (per academic year):	\$ 7,236.00
	Part-Time (per semester credit hour or equivalent):	\$ 302.00

STUDENT SERVICE FEE	CHARGE	PER	SERVICE RENDERED
100.00	Full-Time	Semester	Student Activity Fee (Required)
9.00	Part-Time	Credit Hour	Student Activity Fee (Required)
360.00	Full-Time	Semester	Technology Fee (Required)
30.00	Part-Time	Credit Hour	Technology Fee (Required)
90.00	Full-Time	Semester	Transportation Fee (Required)
10.00	Part-Time	Credit Hour	Transportation Fee (Required)
10.00	FT/FT	Credit Hour	Capital Facilities Fee up to a maximum of \$300/year (Required for Non-NYS Residents)

<b>STUDENT SERVICE FEE</b>	<b>CHARGE</b>	<b>PER</b>	<b>SERVICE RENDERED</b>
**2,567.28	FT/PT	Annual	International Student/Scholar Health Insurance – Inbound
**1,076.45	FT/PT	Fall Semester	International Student/Scholar Health Insurance - Inbound
**1,062.45	FT/PT	Spring Semester	International Student/Scholar Health Insurance - Inbound
**647.07	FT/PT	Summer	International Student/Scholar Health Insurance - Inbound
**213.94	FT/PT	Monthly	International Student/Scholar Health Insurance - Inbound
**113.11	FT/PT	Short Term	International Student/Scholar Health Insurance – Inbound, Up to 16 days
**993.04	FT/PT	Annual	International Student/Scholar Health Insurance – Outbound, Study Abroad
**418.60	FT/PT	Fall Semester	International Student/Scholar Health Insurance – Outbound, Study Abroad
**413.60	FT/PT	Spring Semester	International Student/Scholar Health Insurance – Outbound, Study Abroad
**251.76	FT/PT	Summer	International Student/Scholar Health Insurance – Outbound, Study Abroad
**83.26	FT/PT	Monthly	International Student/Scholar Health Insurance – Outbound, Study Abroad
**44.26	FT/PT	Short Term rate	International Student/Scholar Health Insurance – Outbound, Study Abroad, Up to 16 days
**90.00	FT/PT	Annual	International Student/Scholar Health Insurance – Medical Evaluation/Repatriation Policy Only
**45.00	FT/PT	6 Months	International Student/Scholar Health Insurance – Medical Evaluation/Repatriation Policy Only
**7.50	FT/PT	Monthly	International Student/Scholar Health Insurance – Medical Evaluation/Repatriation Policy Only

\*\* Fees shown for International Student/Scholar Health Insurance are based on the 2022-23 school year, and are subject to change.



<b>STUDENT SERVICE FEE</b>	<b>CHARGE</b>	<b>PER</b>	<b>SERVICE RENDERED</b>
40.00	FT/PT	Course	Course Fee – Level A <sup>1</sup>
60.00	FT/PT	Course	Course Fee – Level B <sup>2</sup>
85.00	FT/PT	Course	Course Fee – Level C <sup>3</sup>
105.00	FT/PT	Course	Course Fee – Level D <sup>4</sup>
135.00	FT/PT	Course	Course Fee – Level E <sup>5</sup>
255.00	FT/PT	Course	Course Fee – Level F <sup>6</sup>
145.00	FT/PT	Course	BPA 101, BPA 201
45.00	FT/PT	Course	HOT 276
45.00	FT/PT	Course	HOT 277, HOT 218
140.00	FT/PT	Course	HOT 112, HOT 225, HOT 226, HOT 255, HOT 256, HOT 257, HOT 258, HOT 269
200.00	FT/PT	Course	ART 115
500.00	FT/PT	Course	Music Lesson Fee (MUS 135, 136, 163, 164, 263, 264)
14,955.00	FT/PT	Course	Flight Laboratory Fee (AER101)***
13,182.00	FT/PT	Course	Flight Laboratory Fee (AER141)***
12,896.00	FT/PT	Course	Flight Laboratory Fee (AER228)***
11,968.00	FT/PT	Course	Flight Laboratory Fee (AER229)***
3,700.00	FT/PT	Course	Air Traffic Control Fee (ATC101)
2,500.00	FT/PT	Course	Air Traffic Control Fee (ATC141)
3,500.00	FT/PT	Course	Air Traffic Control Fee (ATC140)
2,000.00	FT/PT	Course	Air Traffic Control Fee (ATC205)
2,500.00	FT/PT	Course	Air Traffic Control Fee (ATC255)
5,400.00	FT/PT	Course	Air Traffic Control Fee (ATC280)
25.00	Full-Time	Semester	Late Registration Fee
10.00	Part-Time	Course	Late Registration Fee (Maximum \$25.00)
20.00	FT/PT	Each	Return Check Fee
8.00	FT/PT	Each	Online Ordered Transcript Fee
10.00	FT/PT	Each	In-Person Ordered Transcript Fee
12.00	FT/PT	Each	In-Person Same Day Transcript Fee

STUDENT SERVICE FEE	CHARGE	PER	SERVICE RENDERED
8.00	FT/PT	Each	Mailed (Standard USPS) Transcript Fee
13.25	FT/PT	Each	Mailed (USPS International) Transcript Fee
38.00	FT/PT	Each	Overnight (Domestic) Delivery Transcript Fee
63.00	FT/PT	Each	Overnight (International) Delivery Transcript Fee
20.00	FT/PT	Each	Diploma Re-Print Fee
5.00	FT/PT	Each	Enrollment Verification Letter
10.00	FT/PT	Each	Apostille or Authentication Fee
55.00	FT/PT	Exam	Credit by Examination (Challenge)
30.00	FT/PT	Credit	Credit for Previous Experience
50.00	FT/PT	Each	Graduation Cap & Gown
15.00	FT/PT	Each	Graduation Cap & Gown Late Fee
10.00	FT/PT		Parking Fine (First Offense)
20.00	FT/PT		Parking Fine (Additional Offense)
50.00	FT/PT		Parking Fine (Unauthorized parking in Disabled parking area)

Fees are non-refundable with the exception of Flight Laboratory fees where refund options may apply.

\*\*\* Additional Third-Party Fees May Apply for Aviation Courses for Textbooks, Charts, Examinations & Exams.

Ranging from \$ 217 to \$ 1,607, depending on the course.

Aviation students may elect to purchase additional flight hours, if they so choose.

CIS 261, ELT 110, ELT 121, ELT 231, ELT 261, GEO 143, PHY 153, PHY 154, PHY 221, PHY 222, PHY 223; and All Language Lab Courses: FRE 111, FRE 121, FRE 122, FRE 222, FRE 224, ITA 121, ITA 122, ITA 222, ITA 224, SPA 115, SPA 116, SPA 121, SPA 122, SPA 222, SPA 224

BIO 111, BIO 112, BIO 141, BIO 142, BIO 203, BIO 234, BIO 241, BIO 273, BMT 104, CHM 112, CHM 113, CHM 121, CHM 122, CHM 200, CIS 110, CIS 111, CIS 137, CIS 235, CIS 256, CIS 257, SCI 115, ELT 256, NMT 252, NMT 225, NMT 280

BMT 102, CBB 102, CHM 140, CHM 228, CHM 229, DST 104

BIO 170, BIO 171, BIO 172, BIO 174, BIO 261, BIO 263, BIO 264

HOT 111, HOT 119, HOT 125, HOT 220, HOT 238, HOT 251, HOT 253, HOT 259, HOT 260, HOT 268, ART 127, ART 128, MFS 101

MFS 102, MFS 103



# 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: June 30, 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  
Wednesday, July 5, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsor</b>
HHHS 16	A RESOLUTION ACCEPTING MONIES FROM THE HEALTH RESEARCH INC. /NYS DEPARTMENT OF HEALTH AND TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Ostrelich	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Health, Housing and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 16

**Title of Proposed Resolution:**

A RESOLUTION ACCEPTING MONIES FROM THE HEALTH RESEARCH INC. /NYS DEPARTMENT OF HEALTH AND TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES

**Purpose and General Idea:**

Provides Authorization to enter into a Multi-Year Agreement with the Center of Disease Control and Eliminate and Create Positions in Public Health Services.

**Summary of Specific Provisions:**

Authorization to enter into a multi-year agreement with the Centers of Disease Control (CDC) and the acceptance of funding in the amount of \$720,603 to support various Public Health Services, Programs, and Administration Costs. The grant terms are from December 1, 2022, and end on November 30, 2027.

Authorization to create four (4) positions of Public Health Assistant (CSEA Grade 9) and eliminate three (3) positions of Public Health Aide (CSEA Grade 7). Only one position will be funded by the CDC grant the other three will be funded through other grants.

**Effects Upon Present Law:**

The County of Schenectady’s Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding and expenses within Public Health.

The County of Schenectady’s Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding and expenses within Public Health.

Establish and Increase Appropriation Code By:

A514012.111	Personnel Services – Public Health Assistant (Gr 9-1)	<u>\$ 17,649</u>
A544012.415352	Contractual – CDC Infrastructure, Workforce, and Data	<u>\$104,893</u>

Establish and Increase Revenue Code By:

A44012.440107	CDC Infrastructure, Workforce, and Data Grant	<u>\$155,931</u>
---------------	---	------------------

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

Establish and Increase Appropriation Code By:

A514012.111	Personnel Services – Public Health Assistant (Gr 9-1)	<u>\$ 17,649</u>
A544012.415352	Contractual – CDC Infrastructure, Workforce, and Data	<u>\$104,893</u>

Establish and Increase Revenue Code By:

A44012.440107	CDC Infrastructure, Workforce, and Data Grant	<u>\$155,931</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Keith Brown, Public Health Director, indicates, this grant aims to strengthen the public health workforce. Specifically, this will be done by restructuring positions, supporting staff retention, and providing public health training. As well as support an existing Epidemeologist position, and in-office upgrades.

**Sponsor: Legislator Ostrelch**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



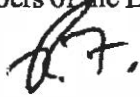
RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

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

**Date:** June 30, 2023

**RE:** Authorization to Enter into a Multi-Year Agreement with the Center of Disease Control and to Eliminate and Create Positions in Public Health Services

---

Attached is a memorandum from Keith Brown, Public Health Director, requesting authorization to enter into a multi-year agreement with the Center of Disease Control to receive funding that aims to strengthen the public health workforce. Specifically, this will be done through restructuring positions, supporting staff retention, making upgrades to the workplace, and providing public health training. This funding, which is in the amount of accept \$720,603 has a term starting December 1, 2022 and ending November 30, 2027.

As Years 1 and 2 have already started, the Schenectady County Public Health Service plans to utilize these funds to support an existing Epidemiologist position, supporting professional development for Public Health staff, and investing in office upgrades.

As part of this initiative, Mr. Brown is also requesting to eliminate three (3) positions of Public Health Aide (CSEA Grade 7) and create four (4) positions of Public Health Assistant (CSEA Grade 9). Only one of the Public Health Assistant positions will be funded through this CDC grant. The other three of the Public Health Assistant positions will be funded through other grants.

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

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 - July 2023 Legislative Meeting

Requesting Legislative Approval to accept CDC funding through Health Research Inc. (HRI) to strengthen public health workforce and foundational capabilities.

**CC:** Shane Bargy, Deputy County Manager  
Jaclyn Falotico, Commissioner of Finance

**DATE:** 6/15/23

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Dear Rory,

The CDC awarded \$3.2 billion to help state, local, and territorial jurisdictions across the United States strengthen their public health workforce and infrastructure. Schenectady County Public Health Services (SCPHS) has been awarded \$720,603 over 5 years (December 1, 2022 through November 30, 2027). SCPHS has elected to accept an annual distribution of \$144,121. This funding will support SCPHS to strengthen the public health workforce through the hiring/reclassifying of public health positions, supporting retention of current staff, making upgrades to the workplace to increase employee satisfaction, and providing public health training.

SCPHS would like to reclassify the Public Health Aide title (grade 7) to a Public Health Assistant title (grade 9). SCPHS currently employs 3 Public Health Aides, who would be reclassified as Public Health Assistants and fully funded through other sources. In addition, SCPHS is requesting to create one additional Public Health Assistant position funded by this CDC grant.

SCPHS plans to deploy the remainder of Year 1 & 2 funds to:

- Support the work of our full-time Epidemiologist, whose current sources of funding will be ending during the Infrastructure period.
- Support professional development, training, and conference attendance for existing staff.
- Invest in office upgrades to increase employee satisfaction with the workplace environment

These efforts will assist with recruitment and retention, and allow our Epidemiologist to do work to support the department as a whole, as opposed to being limited to grant funded projects.

I am requesting Legislative approval to do the following:

- Accept these grant funds.
- Reclassify the PH Aide title to a PH Assistant title.
- Move 3 current PH Aides into the PH Assistant title once reclassification occurs.
- Add an additional PH Assistant position.

Sincerely,

Keith Brown, MPH  
Public Health Director

From: doh.sm.NYSPHEP <[NYSPHEP@health.ny.gov](mailto:NYSPHEP@health.ny.gov)>  
Sent: Thursday, February 23, 2023 3:38 PM  
Subject: Funding Announcement

Dear Public Health Partners,

We are pleased to inform you that Health Research Inc. / New York State Department of Health (HRI/NYSDOH) is awarding funding totaling \$43.1M to strengthen public health workforce and foundational capabilities. This funding is supported by a CDC sponsored grant titled *Strengthening U.S. Public Health Infrastructure, Workforce and Data Systems*, CFDA# 93.967.

**Funding Details:**

- 5-Year grant period: December 1, 2022 through November 30, 2027.
- See attached *PH Infrastructure, 5-Year LHD Allocation* for the list of individual LHD awards. Awards are based on county populations with an adjustment for community vulnerability, based on the Census Bureau's Community Resilience Estimate (CRE).
- See attached *LHD Deliverables* document for the funding purpose, requirements, allowable costs, etc.
- The budget template and instructions will follow.

**We respectfully request your county's responses to the questions below by email reply to [NYSPHEP@health.ny.gov](mailto:NYSPHEP@health.ny.gov) no later than March 10, 2023.**

1. Please confirm your county plans to accept these funds, select option A, B or C:
  - A. Accept the funds through a contractual agreement with Health Research, Inc. (HRI).
  - B. Not accept the funds through a contractual agreement with Health Research, Inc. (HRI), but be provided with Direct Assistance (DA) to:
    - Request the funding be deployed in support of Regional Office staff to serve the needs of the LHD (for example, an epidemiologist or data analyst assigned to work with one or more LHD);
    - Request the funding be deployed toward augmented training opportunities specific to the LHD;
    - Request OPH to hire staff through a contract on the LHD's behalf.
  - C. A combination of one or more of the above Option A and B, or other (please specify).
2. How would your county like to receive these funds: annually or one lump sum?
3. If known at this time, how does your county plan to deploy these funds? Choose from the list of allowable costs in the attached *LHD Deliverables* or describe specific activities.
4. Also, if known at this time, recognizing the intention of CDC to strengthen the public health infrastructure AND Improve health outcomes in health among socially and economically marginalized communities, please describe how your county's use of these funds will contribute to improvements in health in socially and economically marginalized communities within the jurisdiction?
  - Drawing from your jurisdiction's Community Health Assessment and Health Improvement Plan, please briefly describe the communities with greatest need and describe how strengthening the local public health Infrastructure will improve the LHD's ability to address health inequities in the community.

Thank you,

**Bridget E. Pardo**

Grants Administration, Office of Public Health  
New York State Department of Health  
Riverview Center, 150 Broadway, Suite 516  
Menands, NY 12204-2719  
Phone: (518) 408-5939 Fax: (518) 408-5280  
Email: [bridget.pardo@health.ny.gov](mailto:bridget.pardo@health.ny.gov)



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



# Memo

**TO:** Rory Fluman, County Manager

**FROM:** Kimberly Scheuer, Deputy Commissioner of Finance *KMS*

**DATE:** June 26, 2023

**SUBJECT:** Budget Amendment – Public Health Services  
Acceptance of CDC Grant – Strengthening Public Health Workforce, Data,  
and Infrastructure

---

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding and expenses within Public Health.

Establish and Increase Appropriation Code By:

A514012.111	Personnel Services – Public Health Assistant (Gr 9-1)	<u>\$ 17,649</u>
A544012.415352	Contractual – CDC Infrastructure, Workforce, and Data	<u>\$104,893</u>

Establish and Increase Revenue Code By:

A44012.440107	CDC Infrastructure, Workforce, and Data Grant	<u>\$155,931</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

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

County Finance

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Kimberly Scheuer, Deputy Commissioner of Finance *KMS*  
**DATE:** June 26, 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:

A514012.111	Personnel Services – Public Health Assistant (Gr 9-1)	<u>\$17,649</u>
A514090.111	Personnel Services – Public Health Assistant (Gr 9-1)	<u>\$17,649</u>
A514090.111	Personnel Services – Public Health Assistant (Gr 9-1)	<u>\$17,649</u>

Decrease Appropriation Code By:

A514012.111	Personnel Services – Public Health Aide (Gr 7-1)	<u>\$15,286</u>
A514090.111	Personnel Services – Public Health Aide (Gr 7-1)	<u>\$15,286</u>
A514090.111	Personnel Services – Public Health Aide (Gr 7-1)	<u>\$15,286</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: June 29, 2023  
Re: Elimination and Creation of Positions in Public Health Services

---

The Office of Public Health Services has requested the reclassification of the position Public Health Aide to the new title Public Health Assistant.

I recommend the reclassification of the positions and the creation of the title Public Health Assistant at a CSEA Grade 9.

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

Thank you.



# 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: June 30, 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  
Wednesday, July 5, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsor</b>
LCS	8 A RESOLUTION CREATING AND ELIMINATING CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Frisoni	
LCS	9 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF SENIOR AND LONG-TERM CARE SERVICES	Legislator Frisoni	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Labor and Civil Service  
**Dual Reference:** Ways and Means  
**Initiative:** LCS 8

**Title of Proposed Resolution:**

A RESOLUTION CREATING AND ELIMINATING CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY

**Purpose and General Idea:**

Provides Authorization to Eliminate and Create Positions at the County Public Library.

**Summary of Specific Provisions:**

Authorization to eliminate the position of Librarian III (CSEA Grade 18) and create the position of Public Services Manager (JC-8)

**Effects Upon Present Law:**

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

Establish and Increase Appropriation Code By:

L517410.111	Personnel Services – Public Services Manager	<u>\$72,150</u>
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Decrease Appropriation Code By:

L517410.111	Personnel Services – Librarian III	<u>\$66,210</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Charity Thorne, Executive Director of Schenectady County Public Library, indicates, this position change has been identified as a need for supervision that supports the library's circulation and technical services as well as creates a more unified team that can better oversee the entire materials handling process.

**Sponsor: Legislator Frisoni**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



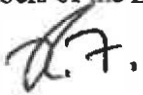
RORY FLUMAN  
COUNTY MANAGER

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  
Charity Thorne, Executive Director of Schenectady County Public Library  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** June 30, 2023

**RE:** Authorization to Eliminate and Create Positions at the Schenectady County Public Library

---

Attached is a memorandum from Charity Thorne, Executive Director of Schenectady County Public Library, requesting authorization to eliminate the positions of Librarian III (CSEA Grade 18) and create the position of Public Services Manager (JC-8). As Mr. Thorne indicates, the library has identified a need for a supervisory position that will oversee the Library's circulation and technical services, and to create a more unified team that can better oversee the entire materials handling processes.

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

I recommend your approval.



## Memo

**Date:** June 16, 2023

**To:** Rory Fluman, County Manager

**From:** Charity Thorne, Executive Director of Schenectady County Public Library

**Re:** Budget Amendment Request

**Request:** Convert full-time Librarian III position (Grade 18, RTF4273-22) into full-time Public Services Manager position (MGMT JC8).

**Justification:** After careful consideration of the library's overall personnel needs including a classification review project conducted by Civil Service and conversations with long-tenured employees familiar with the work formerly assigned to the vacant Librarian III position, the most pressing need that has risen to the top as a priority for this vacancy is the conversion to a Public Services Manager position that will oversee the library's circulation and technical services. A supervisory position overseeing these areas has become increasingly common in libraries as it combines oversight of all the materials handling processes from start to finish, with similar positions existing at area neighbors Clifton-Park Halfmoon Public Library, Glens Falls Public Library, and Saratoga Springs Public Library. Creating a unified team will allow us improved opportunities for cross-training and succession planning of critical tasks that enable materials to make it to our shelves for the public as well as designate a branch manager at the appropriate grade to oversee all branch libraries, a position that has been lacking in our organizational structure for many years and a responsibility currently assigned to senior library clerks who receive out of class pay for taking on that assignment.

99 Clinton Street • Schenectady, NY 12305  
518.388.4500 • [www.scpl.org](http://www.scpl.org)



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



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** June 30, 2023  
**SUBJECT:** Budget Amendment – Schenectady County Public Library  
Creation and Elimination of Various Positions

---

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

Establish and Increase Appropriation Code By:

L517410.111	Personnel Services -- Public Services Manager	<u>\$72,150</u>
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Decrease Appropriation Code By:

L517410.111	Personnel Services – Librarian III	<u>\$66,210</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: June 26, 2023  
Re: Elimination and Creation of Positions in the County Library System

---

The Schenectady County Library System has requested the elimination of the position Librarian III and the creation of the position Public Services Manager.

I recommend the creation of the Public Services Manager position at a JC8.

All necessary Civil Service Commission action will occur at the July 18 Commission Meeting.

Thank you.

**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Labor and Civil Service  
**Dual Reference:** Ways and Means  
**Initiative:** LCS 9

**Title of Proposed Resolution:**

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF SENIOR AND LONG-TERM CARE SERVICES

**Purpose and General Idea:**

Provides Authorization to Eliminate and Create Positions at the Department of Social Services/Office of Senior and Long-Term Care Services.

**Summary of Specific Provisions:**

Provides authorization to amend the 2023 Operating Budget for the Department of Social Services/Office of Senior and Long-Term Care Services and the Creation and Elimination of Various Positions.

**Effects Upon Present Law:**

The County of Schenectady’s Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Social Services and the Office of Senior and Long Term Care Services.

Establish and Increase Appropriation Code By:

A 516773.111	Personnel Services – Community Health Nurse (2)	<u>\$133,974</u>
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Decrease Appropriation Code By:

A 516010.111	Personnel Services – Public Health Nurse	<u>\$56,617</u>
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A 516773.111	Personnel Services – Public Health Nurse	<u>\$60,764</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Adrienne Silva, SLTCS Department Manager, indicates, this amendment to the 2023 Operating Budget will allow for staffing changes within the Department of Social Services and the Office of Senior and Long-Term Care Services. These positions are paid through an Interdepartmental Reimbursement from DSS via MOU, as these nurses provide services for seniors receiving Medicare and Medicaid together or Medicaid health insurance. Therefore, these nurses are paid by Medicaid funding.

**Sponsor: Legislator Frisoni**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



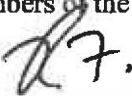
RORY FLUMAN  
COUNTY MANAGER

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  
Adrienne Silva, Senior and Long Term Care Services Manager  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** June 30, 2023

**RE:** Authorization to Eliminate Positions at the Department of Social Services and Create Positions at Senior and Long Term Care Services

---

Attached is a memorandum from Adrienne Silva, Senior and Long Term Care Services Manager, requesting authorization to eliminate two (2) positions of Public Health Nurse and create two (2) positions of Community Health Nurse (CSEA Grade 15). As Ms. Silva indicates, the existing Public Health Nurses are staff at the Department of Social Services, but operate out of Senior and Long Term Care Services, providing assistance to seniors receiving Medicaid health insurance or both Medicare and Medicaid. Because of this, these positions are and will continue to be funded by Medicaid. This position change would better align with the needs of Senior and Long Term Care Services

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

I recommend your approval.



**SCHENECTADY COUNTY  
DEPARTMENT OF  
SENIOR AND LONG TERM CARE SERVICES**



107 Nott Terrace, Suite 305  
Schenectady, NY 12308-3170  
Tel: (518) 382-8481  
Fax: (518) 382-0194

Manager: Adrienne Silva

To: Rory Fluman, County Manager

From: Adrienne Silva, SLTCS Department Manager

CC: Jaclyn Falotico, Commissioner of Finance  
Christopher Gardner, County Attorney  
Jennifer Nelson, Director, Management & Budget  
Michelle Cohen, Coordinator Family Support & LTC  
Mary Forman, SLTC Planner  
Marylou Riddle, Executive Secretary

Re: Budget Amendment – Department of Social Services/Office of Senior and Long Term Care Services – Creation and Elimination of Various Positions

Date: June 27, 2023

We are requesting that two Public Health Nurse positions be eliminated and two Community Health Nurse positions be created under Senior and Long-Term Care Services. These positions are part of our Long Term Care Services. These positions are paid through an Interdepartmental Reimbursement from DSS via MOU, as these nurses provide services for seniors receiving Medicare and Medicaid together or Medicaid health insurance. Therefore, these nurses are paid by Medicaid funding. This Amendment to the 2023 Operating Budget will allow for staffing changes within the Department of Social Services and the Office of Senior and Long Term Care Services.

We are requesting that this budget amendment be presented to the Schenectady County Legislature Committee Meeting for consideration on Wednesday, July 5, 2023.

*The mission of the Schenectady County Department of Senior and Long Term Care Services is to promote the long term health and well-being of Schenectady County residents and assure that they receive the necessary community-based services that they are entitled to in order to remain safely in the community. These services are provided without regard to race, color, sex, (including gender identity or expression), national origin, sexual orientation, military status,*

*age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.*

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

County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** June 30, 2023

**SUBJECT:** Budget Amendment – Department of Social Services/Office of Senior and Long Term Care 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 the Department of Social Services and the Office of Senior and Long Term Care Services.

Establish and Increase Appropriation Code By:

A516773.111	Personnel Services – Community Health Nurse (2)	<u>\$133,974</u>
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Decrease Appropriation Code By:

A516010.111	Personnel Services – Public Health Nurse	<u>\$56,617</u>
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A516773.111	Personnel Services – Public Health Nurse	<u>\$60,764</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:** June 27, 2023  
**Re:** Elimination and Creation of Positions in Senior and Long-Term Care Services

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The Office of Senior and Long-Term Care has requested the elimination of the position Public Health Nurse, and the creation of two Community Health Nurse Positions.

I recommend the creation of the position of the Community Health Nurse as a CSEA Grade 15.

No additional action is needed by the Schenectady County 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: June 30, 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  
Wednesday, June 5, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsor</b>
NR	2 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CAPITAL REGION LAND BANK AND THE SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY FOR THE DEMOLITION OF VARIOUS BUILDINGS IN THE CITY OF SCHENECTADY	Legislator Ruzzo	

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**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Neighborhood Revitalization  
**Dual Reference:**  
**Initiative:** NR 2

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CAPITAL REGION LAND BANK AND THE SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY FOR THE DEMOLITION OF VARIOUS BUILDINGS IN THE CITY OF SCHENECTADY

**Purpose and General Idea:**

Provides authorization to enter into an agreement with the Schenectady Metroplex Development Authority and the Capital District Land Bank for the purposes of Demolition Work.

**Summary of Specific Provisions:**

Provides authorization to enter into an agreement with the Schenectady Metroplex Development Authority and the Capital District Land Bank for the demolition of various properties in the lower State Street area.

139 Erie Blvd	232 South Ferry	4 Fuller Street
141 Erie Blvd	230 South Ferry	133 South Church Street
254 South Ferry	228 South Ferry	
234 South Ferry	104 Fuller Street	

**Effects Upon Present Law:**

None.

**Justification:**

Ray Gillen, Commissioner of Economic Development and Planning, indicates this collaboration involves ten (10) County-owned properties on lower State Street within the City of Schenectady that were previously purchased to improve the neighborhoods, remove blight as well as accommodate SUNY Schenectady and its future expansion into the area. The cost of demolition is approximately \$800,000 and will be split amongst the Metroplex Development Authority, the Land Bank, and Schenectady County Industrial Development Authority.

**Sponsor: Legislator Ruzzo**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

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

**Date:** June 30, 2023

**Re:** Authorization to Enter into an Agreement with the Schenectady Metroplex Development Authority and the Capital District Land Bank for Demolition Work

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Attached is a memorandum from Ray Gillen, Commissioner of Economic Development and Planning, requesting authorization to enter into an agreement with the Schenectady Metroplex Development Authority and the Capital District Land Bank for the demolition of various properties in the Lower State Street area. The County purchased these blighted and underutilized properties to accommodate SUNY Schenectady and its future expansion into the area. The cost of the demolition is approximately \$800,000 and will be split amongst the Metroplex Development Authority, the Land Bank, and the Schenectady County Industrial Development Authority.

As Mr. Gillen indicates, these demolitions would boost the area's redevelopment efforts and prepare it for SUNY Schenectady's expansion.

I recommend your approval.



*County of Schenectady*  
NEW YORK

**Ray Gillen**  
*Commissioner*

**DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING**  
(518) 386-2225  
Schaffer Heights, 107 Nott Terrace, Suite 303  
Schenectady, New York 12308

## Memo

**To:** Rory Fluman  
**From:** Ray Gillen  
**Date:** June 20, 2023  
**Re:** Pre-Agenda Item Demolition Work

The County Legislature previously approved a series of real estate acquisitions of blighted and underutilized properties in the Lower State Street area for SUNY Schenectady as the college is landlocked and cannot expand toward the Mohawk River.

At the July meeting of the County Legislature, we are asking the County to enter into an agreement with Metroplex and the Capital District Land Bank to demolish these buildings. The cost of demolition, nearly \$800,000 will be split between Metroplex, the County IDA and the Land Bank.

Clearing these properties will boost redevelopment efforts downtown while creating a shovel-ready site for future development by the College.

The following properties would be demolished this summer following approval by the Legislature:

139 Erie Boulevard

141 Erie Boulevard

254 South Ferry Street

234 South Ferry Street

232 South Ferry Street

230 South Ferry Street

228 South Ferry Street

104 Fuller Street

4 Fuller Street

133 South Church Street

Please let me know if you need additional information.

cc: Dr. Steady Moono, SUNY Schenectady  
Patrick Ryan, SUNY Schenectady  
Chris Gardner  
Frank Salamone



# 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: June 30, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Public Facilities  
Honorable Patierne, Chair  
Wednesday, July 5, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	18 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH SCHINDLER ELEVATOR CORPORATION FOR MAINTENANCE OF ELEVATORS AT THE GLENDALE NURSING HOME	Legislator Patierne	
PFTI	19 A RESOLUTION REGARDING CAPITAL BUDGETARY AMENDMENTS FOR THE COURTHOUSE ACCESSIBLE RESTROOM RENOVATION PROJECT	Legislator Patierne	
PFTI	20 A RESOLUTION AUTHORIZING THE COUNTY OF SCHENECTADY TO ENTER INTO A LICENSE AGREEMENT WITH NATIONAL GRID REGARDING THE ALPLAUS SIDEWALK PROJECT	Legislator Patierne	

Item	Title	Sponsor	Co-Sponsors
PFTI	21 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO A GRANT OF EASEMENT WITH HIGHBRIDGE BROADWAY, LLC	Legislator Frisoni	

## LEGISLATIVE INITIATIVE FORM

**Date:** 6/30/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:**  
**Initiative:** PFTI 18

### **Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH SCHINDLER ELEVATOR CORPORATION FOR MAINTENANCE OF ELEVATORS AT THE GLENDALE NURSING HOME

### **Purpose and General Idea:**

Provides Authorization to enter into a Multi-Year Agreement with Schindler Elevator for Elevator Maintenance at the Glendale Nursing Home.

### **Summary of Specific Provisions:**

Authorization to enter a three-year (3) agreement with Schindler Elevator for maintenance on five (5) elevators at the Glendale Nursing Home. The period of this agreement begins on April 1, 2023, and ends on March 1, 2026

### **Effects Upon Present Law:**

none

### **Justification:**

Todd Zbytnniewski, Nursing Home Administrator, stated that the current service agreement expired in 2023, and as part of the renewal process, our director of maintenance obtained quotes from multiple vendors. Schindler Elevator provided the most comprehensive maintenance agreement for Glendale's 5 elevators at the lowest price, of \$9,228 with any annual price adjustments being capped at 5%.

**Sponsor: Legislator Patierne**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Todd Zbytniewski, Nursing Home Administrator  
Jaclyn Falotico, Commissioner of Finance

**Date:** June 30, 2023

**Re:** Authorization to Enter into a Multi-Year Agreement with Schindler Elevator for Elevator Maintenance at the Glendale Home

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Attached is a memorandum from Todd Zbytniewski, Nursing Home Administrator, requesting authorization to enter into a multi-year agreement with Schindler Elevator for maintenance of the 5 elevators at the Glendale Nursing Home. The period of this agreement begins on April 1, 2023 and ends March 31, 2026. Having procured three quotes for this service, their quote was the lowest priced, with annual pricing being \$9,228 with any annual price adjustments being capped at 5%.

I recommend your approval.





# County of Schenectady

NEW YORK

Todd Zbytniewski  
Administrator

Glendale Home  
59 Hetcheltown Road  
Scotia New York 12302  
Tel: (518) 384-3600 Fax: (518) 384-1615  
Website: [www.schenectadycounty.com](http://www.schenectadycounty.com)

**TO:** Rory Fluman, County Manager

**FROM:** Todd Zbytniewski *TMZ*

**DATE:** June 16, 2023

**RE:** Schindler Elevator Corporation

Glendale Home's current elevator contract with Schindler Elevator expired in 2023. As part of the renewal process, our Director of Maintenance obtained quotes from additional elevator companies. After reviewing 3 proposals it was determined that Schindler Elevator provided the most comprehensive maintenance agreement for Glendale's 5 elevators at the lowest price.

Schindler has been providing service to Glendale's elevators for several years. Schindler is requesting a 3-year contract, which is consistent with previous Schindler contracts. The 3-year contract includes full coverage for service call backs, repairs, and parts replacement, except for those parts which are no longer manufactured.

I am requesting that we enter into a 3-year agreement with Schindler Elevator.

Thank you for your consideration, please let me know if you have any questions.

## Vendor Quote Form

Req. #: \_\_\_\_\_ Date: May 2023  
 Prepared By: Tony Leonardi  
 Description: \_\_\_\_\_

	Vendor #1	Vendor#2	Vendor #3
<b>Vendor Name<sup>1</sup></b>	Schindler Plus Schindler Elevator Corporation	Otis Otis Signature Service	Simmons
<b>Contact Name</b>	Kim Anderson Charles Laurezano	Tom Salzberg	Debbie Zelker
<b>Phone #</b>			
<b>Parts Cost Per Contract</b>	All parts are covered under warranty unless they are no longer manufactured	Only parts replacement covered are small parts that do not require disassembly	Does not include any parts Quote is for month, will not provide annual contract
<b>E-Mail:</b>			
<b>Price Quote (attached<sup>2</sup>)</b>	\$9,228.00 first year Annual price adjustment capped at 5%	\$11,400 first year	\$10,845.00
<b>Shipping/ Handling Cost</b>	NA		
<b>Total Price</b>	Annual Cost, \$9,228.00	Annual Cost, \$11,400	Annual Cost, \$10,845

<sup>1</sup> If this is a NEW vendor, please request a W9 and submit with your quotes to [requesupport@schuectadycounty.com](mailto:requesupport@schuectadycounty.com).

<sup>2</sup> Purchasing Policy allows for VERBAL quotes up to \$2000, however, it is typically in the best interest of the department to have the vendor provide a written quote that clearly details what is included. This is dependent upon the nature of the purchase (commodity based vs. services). At \$2000 or greater, purchasing policy states that written quotes on company letterhead are required. An email with company logo will be accepted as a written quote. In all instances, the vendor must include all costs FOB Destination, whether it is shipping/handling/freight/fuel/etc. In the event that shipping is a pass through cost, the vendor must provide an estimated shipping cost and declare it estimated in their quote.)

CONTRACT APPROVAL / SIGNATURE FORM

DEPARTMENT: Glendale Home

NEW  AMENDMENT/SUPPLEMENTAL/CHANGE ORDER   
ORIGINAL CONTRACT NUMBER: \_\_\_\_\_

TWO ORIGINALS ATTACHED

Schenectady County's Standard Provisions must be attached as an Exhibit to all  
Professional Service and Standard Service Agreements

NAME of PROJECT: \_\_\_\_\_

CONTRACTOR/VENDOR: Schindler Elevator

VENDOR NUMBER FROM MUNIS: 1467

IF VENDOR IS NOT IN MUNIS: W9 ATTACHED:

VENDOR SIGNATURE ON CONTRACT:  YES  NO

IF NO, RETURN TO VENDOR FOR SIGNATURE

CAPITAL BUDGET  OPERATING BUDGET  GRANT

CONTRACT AMOUNT: \$9,228.00 (1<sup>st</sup> Year)

EXPENDITURE ACCOUNT CODE: 6548220 400068

REVENUE ACCOUNT CODE: \_\_\_\_\_

IS THIS A MULTI-YEAR AGREEMENT?  YES  NO

IF YES, LEGISLATURE RESOLUTION NUMBER: \_\_\_\_\_

DATE RANGE OF CONTRACT: 4/1/23 - 3/31/24 (1<sup>st</sup> Year)

DEPARTMENT HEAD INITIAL: [Signature]

DATE SENT TO MANAGER: 6/14/23



## Schindler Plus

**Date: May 19, 2023**

**Prepared For:**

**Glendale Home  
59 Hetcheltown Rd  
Glenville, NY 12302**



**Date:** May 19, 2023

**Estimate Number:** KANN-CQ7JK8 (2023.3.1)

**To:**  
 Glendale Home  
 59 Hetcheltown Rd  
 Glenville, NY 12302  
 Attn: Anthony Leonardi

**Building Name:**  
 Glendale Home

**From:**  
 12 Walker Way  
 Albany, NY 12205-4946  
 Phone: 5187820744 x 4166  
 Fax: 518-782-0949

**EQUIPMENT DESCRIPTION**

Qty Install#	Manufacturer	Equipment	Application	Description	Rise/Length		Capacity	Speed
					Openings			
Glendale Home 59 Hetcheltown Rd Glenville, NY 12302								
1	Schindler	Hydraulic	Passenger	Elev 1	4F/0R	5000	125	86926641
1	Schindler	Hydraulic	Passenger	Elev 2	4F/0R	5000	125	86926652
1	Schindler	Hydraulic	Passenger	Elev 3	3F/0R	4000	100	86887529
1	Schindler	Hydraulic	Passenger	Elev 4	3F/0R	4000	100	86887535
1	Schindler	Hydraulic	Passenger	Elev 5	2F/1R	4500	100	86887786

**SCHINDLER ELEVATOR CORPORATION** ("Schindler", "we", "us") and **GLENDALÉ HOME** ("you") agree as follows:

**PREVENTIVE MAINTENANCE PROGRAM**

Schindler shall furnish Preventative Maintenance at a frequency either determined by the applicable Authority Having Jurisdiction (AHJ) for this location at the time of original commencement, or if no such local requirements exist, in accordance with ASME A17.1. Schindler has developed Maintenance Control Programs (MCPs) for each relevant Equipment type, which meet and exceed ASME code requirements. Our MCPs incorporate tasks, task description, relevant ASME A17.1 code references, and planned performance intervals. These tasks will be completed by a trained Schindler technician. All completed tasks are recorded digitally and are accessible to you, for reference purposes, on our Schindler ActionBoard (web portal).

We will examine, lubricate, and adjust, the Covered Components listed below:

**HYDRAULIC ELEVATORS**

**Basic components:**

- **Controller Equipment**
  - Resistors, timers, fuses, overload switches, minor contacts, wiring, and coils
- **Car Equipment**
  - Guide shoe inserts or roller assemblies, loadweighing devices, and car safety devices
- **Door Equipment**
  - Door operating devices, door protection devices, hangers, closers, interlocks, contacts, and gibs
- **Hoistway and Pit Equipment**
  - Limit switches and buffer(s)
- **Signals and Accessories**



- Car operating panels, hall stations, in-car and hall lanterns, and their applicable buttons, keyswitches, and bells; signal lamps shall be replaced during regular visits only unless a service request is initiated, in which case that request shall be billable at our standard billing rates

**Major components:**

- **Controller Equipment**
  - Solid state devices, contactors, and PC boards
- **Hydraulic System Equipment**
  - Exposed piping and connections, pumps, motors, and valves
- **Hoistway and Pit Equipment**
  - Exposed piping and connections, above ground hydraulic cylinders, and packings
- **Additional Items**
  - Travelling cables and other miscellaneous wiring

**CLEANING**

As conditions or ASME code dictate, Schindler shall clean the machine room, car top, and pit of debris related to our work in these areas.

**CALLBACK COVERAGE**

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24/7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician.

Schindler shall provide emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

**REPAIRS**

As conditions, usage, or as ASME code dictate, Schindler shall repair or replace the Covered Components. Replacements for the Covered Components are available either at a local Schindler location, at our national Service Distribution Center, or within our network of Schindler approved third-party suppliers.

**TESTING OF SAFETY DEVICES**

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.



## HOURS OF SERVICE

Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.

## SCHINDLER AHEAD

Schindler Ahead is a digital closed-loop system which, via a dedicated wireless cellular signal, provides remote connectivity between your Equipment and Schindler, allowing us to be notified 24/7 if any connected component or function is operating outside established parameters. Schindler Ahead can help improve your Equipment reliability, provide you with deeper insights, superior convenience, and greater cost control.

Your contract includes the above features as well as the following Core package:

This Agreement does not include Schindler Ahead.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

**Connect** – The Connect package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms.

**Enhanced** – The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours related to the following situations: Elevator or Escalator Running in normal operation or running under any of the following special services modes: Independent service, Fireman's service (Phase I or Phase II), or Inspection operation. All other callbacks will be billed as outlined in the agreement.

**Premium** – The premium package is our top tier, and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

The following digital services are also available:

**SafeCall** – The Schindler Ahead In-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary In-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

\_\_\_\_\_ Initial Here to add SafeCall for \$25 per unit, per month in addition to the subscription price shown in the Price section below



**Visual Alarm Module (VAM) Monitoring** – In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement is in supplement to the elevator's In-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present.

\_\_\_\_\_ Initial Here to add VAM Monitoring for \$15 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

#### **EXCLUSIONS**

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; below ground or unexposed plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; replacement and disposal of hydraulic oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment. In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)
- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.





**TERM**

This Agreement commences on April 01, 2023, and continues until March 31, 2026, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

**PRICE**

In consideration of the services provided hereunder, you agree to pay us the sum of \$769.00 per month, payable annually in advance (\$9,228.00 per installment), exclusive of applicable taxes, unless another payment option is accepted below:

Payment Option	Revised Monthly Price	Acceptance (Initial)
Annual In Advance	\$769.00	
Semi-Annual in Advance	\$784.38	
Quarterly In Advance	\$799.76	
Monthly in Advance	\$815.14	

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

- Upgrade to the Connect Package - \$10 per unit, per month addition.
- Upgrade to the Enhance Package - \$20 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

The standard method of invoice delivery shall be by email. Please provide the applicable email address in the Bill To section of the Customer Information section in this document. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Method of payment shall be by check, unless another option is selected below:

- Direct Debit (Attach copy of voided check)
- Credit Card (Complete "Other" section within included Customer Information Sheet)

**PRICE ADJUSTMENT**

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.



The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

**SPECIAL TERMS AND PRICING**

**Annual Price Adjustment Capped at 5%.**



The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

Accepted:

Kim Anderson

\_\_\_\_\_

By: Kim Anderson

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

For: Schindler Elevator Corporation

For: Glendale Home

Title: Sales Representative

Title: County Manager

Date: May 19, 2023

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

Approved:

\_\_\_\_\_

By: John Metke

Title: General Manager

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



**CUSTOMER INFORMATION**

**Owner / Manager Information**

Legal Name of Company: Schenectady County DBA Glendale Home		
Address: 59 Hetchetown Road		
City: Scotia	State: NY	Zip: 12302
Federal Tax ID #: 14 602431	Tax Exempt? <input checked="" type="radio"/> (If Yes, provide Certificate)	

Primary Contact Name: Tony Leonardi	Title: Director of Maintenance
Email: anthony.leonardi@schenectadycounty.ny.gov	Phone: 518-848-5110

**Bill To Information**

Legal Name of Company: Schenectady County DBA Glendale Home		
Address: 59 Hetchetown Road		
City: Scotia	State: NY	Zip: 12302
Purchase Order? (if Yes, provide applicable Number)		
Bill To Email #1 (required): Anne.Grandy@schenectadycounty.ny.gov		
Bill To Email #2 (optional): Mackenzie.Ferguson@schenectadycounty.ny.gov		

Accounts Payable Contact Name: Anne Grandy	
Email: Same as above	Phone: 518-384-3611

**Other (if applicable)**

Credit Card:	<input type="checkbox"/> VISA	<input type="checkbox"/> MC	<input type="checkbox"/> AMEX
Name:			
Number:			
Expiration:		Billing Zip:	
Signature:			



## TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property. In compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed preventative repairs or upgrades (including any such repairs or upgrades proposed during the first 90 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquakes, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one-half of the remaining amount due under this Agreement.

In the event you decline the automatic renewal, this Agreement shall continue on a month-to-month basis following the termination date, unless terminated by either party in accordance with the above provisions. Schindler will not be responsible for the repair or replacement of any Covered Major Components during renewal periods of less than twelve (12) months.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 50 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

- (a) Interest on past due amounts at 1½% per month or the highest legal rate available;
- (b) Termination of the Agreement on ten (10) days prior written notice; and
- (c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement prior to account for additional costs incurred by Schindler.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.



**Schindler**

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line (if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgments, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
- (c) Auto Liability - \$5,000,000 CSL.
- (d) Employer's Liability - \$5,000,000 Each Accident/Employer Policy Limit.

**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:** Ways and Means  
**Initiative:** PFTI 19

**Title of Proposed Resolution:**

A RESOLUTION REGARDING CAPITAL BUDGETARY AMENDMENTS FOR THE COURTHOUSE ACCESSIBLE RESTROOM RENOVATION PROJECT

**Purpose and General Idea:**

Provides authorization to amend the 2023 Operating Budget for the Courthouse Accessible Restroom Renovation Project

**Summary of Specific Provisions:**

Authorizes amendments to the 2023 Capital Budget in the amount of \$150,000 for the Courthouse Accessible Restroom Renovation Project.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate funding for the Courthouse Handicap Accessible Restroom Renovation project in the Office of Facilities.

Increase Revenue Code By:

A31620.33021	Court Facilities Reimbursement	<u>\$150,000</u>
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Increase Appropriation Code By:

A541620.460004	Repairs and Maintenance – Court Facilities	<u>\$150,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Steve Luciano, Director of Facilities, and Scott Tomlinson, Facilities Engineer, have indicated that this action request would address the lack of handicap-accessible restrooms in the County Court House by installing accessible doors and fixtures. The lowest bid for this project came in at \$121,700 and the NYS Court System is expected to fully reimburse the County for this project.

**Sponsor: Legislator Patierne**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Steve Luciano, Director of Facilities  
Scott Tomlinson, Facilities Engineer  
Jaclyn Falotico, Commissioner of Finance

**Date:** June 30, 2023

**Re:** Authorization to Amend the 2023 Operating Budget for the Courthouse  
Accessible Restroom Renovation Project

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Attached is a memorandum from Steve Luciano, Director of Facilities, and Scott Tomlinson, Facilities Engineer, requesting authorization to amend the 2023 Capital Budget in the amount of \$150,000 for the Courthouse Accessible Restroom Renovation project. This project would address the lack of handicap accessible restrooms in the Schenectady County Courthouse by installing handicap accessible doors and fixtures.

The lowest bid for this project came in at \$121,700. As Mr. Luciano and Mr. Tomlinson indicate, the NYS Court System is expected to fully reimburse the County for this project.

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

I recommend your approval.



COUNTY *of* SCHENECTADY  
INTER-DEPARTMENT

# MEMORANDUM

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**To:** Rory Fluman, County Manager  
Jaclyn Falotico, Commissioner of Finance

**From:** Scott Tomlinson, Facilities Engineer  
Steve Luciano, Director of Facilities

**Date:** June 27, 2023

**Subject:** Courthouse Handicap Accessible Restrooms

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On May 25<sup>th</sup>, 2023, bids were opened for the Courthouse Accessible Restroom Renovation project which includes installation of handicap accessible doors and fixtures in the Schenectady County Courthouse. Currently there are no accessible restrooms in the building and this renovation would provide a much-needed upgrade to the aging facility. The low bid was Iron Sword Enterprises with a bid of \$121,700. These funds are expected to be fully reimbursed by the State Court System but need to be budgeted in our 2023 operating budget.

The Office of Facilities is requesting that the current operating budget (1620460004) be amended to add an expense of \$150,000 to cover the cost of this contract and other associated costs for this project and \$150,000 to be reimbursed.

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

County Finance

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** June 30, 2023  
**SUBJECT:** Budget Amendment – Courthouse Handicap Accessible Restroom –  
Office of Facilities

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The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate funding for the Courthouse Handicap Accessible Restroom Renovation project in the Office of Facilities.

Increase Revenue Code By:

A31620.33021	Court Facilities Reimbursement	<u>\$150,000</u>
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Increase Appropriation Code By:

A541620.460004	Repairs and Maintenance – Court Facilities	<u>\$150,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

## LEGISLATIVE INITIATIVE FORM

**Date:** 6/30/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:**  
**Initiative:** PFTI 20

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY OF SCHENECTADY TO ENTER INTO A LICENSE AGREEMENT WITH NATIONAL GRID REGARDING THE ALPLAUS SIDEWALK PROJECT

**Purpose and General Idea:**

Provides Authorization to enter into an Agreement with National Grid for the Alplaus Avenue Sidewalk Project

**Summary of Specific Provisions:**

Authorization to enter into an agreement with National Grid for the Alplaus Avenue Sidewalk Project

**Effects Upon Present Law:**

none

**Justification:**

Paul Sheldon, Director of Engineering, indicates, that National Grid is offering the County a license agreement that will enable the project to proceed on time. This agreement states that National Grid will waive the \$2,000 application fee, but they will charge an annual licensing fee of \$100 for the use of their property. Through a comprehensive review of the available options, this option remains the most viable.

**Sponsor: Legislator Patierne**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



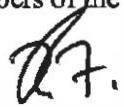
RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Paul Sheldon, Director of Public Works

**Date:** June 30, 2023

**Re:** Authorization to Enter into an Agreement with National Grid for the Alplaus Avenue Sidewalk Project

---

Attached is a memorandum from Paul Sheldon, Director of Public Works, requesting authorization to enter into an agreement with National Grid for the License Agreement for the Alplaus Avenue Sidewalk Project. Due to a New York State Public Service Law that prohibits entities from buying land from a utility without the consent of the Public Service Commission, National Grid is offering the County a License Agreement which will enable the project to proceed on time. This Agreement states that National Grid will waive the \$2,000 application fee, but they will charge an annual licensing fee of \$100 for the use of their property. Through a comprehensive review of the available options, this option remains the most viable.

I recommend your approval.

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

**DATE:** June 19, 2023

**TO:** Rory Fluman, County Manager

**FROM:** Paul Sheldon, P.E., Director of Public Works

**COPIES:** File

**SUBJECT:** National Grid License Agreement for Alplaus Avenue Sidewalk Project

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As you are aware, we have made progress in acquiring the necessary land parcels for the construction of the Alplaus Avenue Sidewalk project with two of the three land acquisitions nearly completed. The third land acquisition needed is from National Grid.

National Grid has notified us that New York Public Service Law prohibits entities from purchasing land from a utility without the approval of the Public Service Commission. National Grid has offered a license agreement to allow our project to proceed across their land and remain on schedule. To ensure the timely completion of the project we carefully reviewed the available options and have determined that entering into the license agreement with National Grid for the construction of the sidewalk on their property would be the most viable solution.

We have reached an agreement with National Grid where they will waive the \$2,000.00 application fee, however, they will require an \$100.00 annual licensing fee for the use of their property. This decision to proceed with the license agreement aligns with our commitment to the timely completion of the project and the safety and convenience of the residents. By securing this agreement, we will be able to complete construction during the current summer season.

We kindly request your approval of the license agreement.

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made as of this \_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date") by and between **Niagara Mohawk Power Corporation**, a New York corporation having a place of business at 300 Erie Boulevard West, Syracuse, NY 13202 (hereinafter referred to as "NMPC") and **Schenectady County Public works and Engineering**, (hereinafter referred to as "Schenectady County") having an office at 100 Keller Avenue, Rotterdam NY 12306.

**WHEREAS**, NMPC is the fee owner of a certain parcel of land located in the Schenectady County, State of New York, more particularly described in a deed from Schenectady Railway Company and recorded with the Schenectady County Clerk in Book 421, Page 230, on 11/15/1943 (hereinafter referred to as the "NMPC Property"); and

**WHEREAS**, MUNI, has requested NMPC's permission to enter upon, access and use certain portions of the NMPC Property ("Licensed Premises") as shown on Exhibit A, prepared by FoitAlbert Associates, entitled, "Alplaus Ave. Sidewalk Project in The Area of Snyder Lane" dated 06/07/23 (hereinafter, the "Site Plan") attached hereto and made a part thereof, for the sole purposes of construction and public use of a sidewalk adjacent to Alplaus Ave as shown on Exhibit A; and

**WHEREAS**, the Parties have reached an agreement as to the terms and conditions under which NMPC is willing to grant such permission to Schenectady County, and desire to memorialize their agreement regarding the same.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- (1) Definitions. For purposes of this Agreement:
  - 1.1 The term "Schenectady County" hereinafter means Schenectady County, its guests, employees, volunteers, invitees, visitors, licensees, permittees, agents, officers, affiliates, attorneys, consultants, contractors, subcontractors, suppliers, executors, administrators, and patrons.
  - 1.2 The term "NMPC" means the Niagara Mohawk Power Corporation and, where the context permits, its employees, agents, directors, officers, affiliates, parent corporation, subsidiary corporations, attorneys, consultants, contractors, and subcontractors.
  - 1.3 The term "Hazardous Materials" shall include petroleum products, pesticides, chemicals labeled as toxic, oil, hazardous waste, hazardous substance, pollutant, waste or material which is defined, determined or otherwise regulated as toxic, hazardous, unsafe or harmful to human health, safety, public welfare or the environment under any applicable law, rule or regulation, including, without limitation, the Rules and Regulations

of the Department of Environmental Protection of the State of New York, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et seq., the minimum standards for the management of hazardous and extremely hazardous waste as specified in Title 40 of the Code of Federal Regulations, Department of Transportation Title 49 of the Code of Federal Regulations and the requirements for hazardous materials release response plans and inventory law, Title 68 of the Code of Federal Regulations, and the "Fire Protection Guide on Hazardous Materials" as published by the National Fire Protection Association, or any material which an agent of local, state or federal agency has a reasonable basis for believing would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

- (2) Access and Activity. NMPC hereby grants to SCHENECTADY COUNTY, subject to the terms and conditions of this Agreement, a non-exclusive license to enter with vehicles, equipment, materials and workers as necessary upon the Licensed Premises for the sole purposes of constructing, operating and maintaining the Public Sidewalk, at Schenectady County's sole cost, expense and risk, and for no other use or purposes. Additional activities not specified in this Agreement shall require NMPC's prior written approval, which approval may be withheld in NMPC's sole discretion.
- (3) Term. 3.1 This Agreement shall commence on the Effective Date and shall automatically renew on a year-to-year basis unless cancelled, terminated, or revoked as expressly provided for herein or until the Public Sidewalk
- (4) is no longer needed by the Licensee, whichever is sooner. If Schenectady County desires to cancel this Agreement, it may do so by delivering written notice to NMPC at least ninety (90) days in advance.

3.2 Notwithstanding anything herein contained to the contrary, in the event that NMPC determines, in its sole discretion, that it desires to use the Licensed Premises in connection with the present and/or future business activities of NMPC or its affiliates, NMPC reserves the right to terminate this Agreement at any time by giving to Licensee a written notice of termination at least twelve (12) months prior to the effective date of said termination ("Termination Notice"). During such twelve (12) month period prior to the effective date of termination of this Agreement, NMPC shall endeavor to find an alternate location within NMPC's Property in which to relocate the Public Sidewalk, however, NMPC shall not be obligated to make available an alternate location if NMPC deems the presence of the Public Sidewalk is incompatible with NMPC's business operations. Upon the effective date of termination, this Agreement shall be of no further force and effect, except as to Licensee's liabilities or obligations hereunder, actual or contingent, as shall have arisen on or prior to such date of termination or which by their terms survive the termination of this Agreement.

3.3 If NMPC is unable to find an alternate location with NMPC's Property within said twelve (12) month period and Schenectady County desires not to relocate all or any part or parts of the Public Sidewalk, Schenectady County may request, in writing, not later than thirty (30) days following NMPC's delivery of the Termination Notice, NMPC's consent to leave in place all or any part or parts of the Public Sidewalk. NMPC shall have the right, but not the obligation, to permit all or any part of the Public Sidewalk to remain in place, subject to the imposition of any conditions which NMPC may deem necessary in its sole discretion and, in any case, subject to Schenectady County's delivery of a written agreement and financial assurance, satisfactory to NMPC in its sole discretion, that Schenectady County will reimburse NMPC for any and all increases in cost which NMPC may incur due to the need to alter its design and/or associated increases in the cost of construction, reconstruction or installation of its facilities, or any and all increases in cost which NMPC may otherwise incur in conducting its business (whether routine operations or otherwise) as a result of such accommodation to Schenectady County . If additional right-of-way is reasonably required to accommodate NMPC's requirements, Schenectady County shall be responsible for obtaining, at its sole cost and expense, such additional right-of-way on behalf of NMPC subject to NMPC's right-of-way standards. Notwithstanding the foregoing, in the event NMPC determines at any time, in its sole discretion, that relocation of the Public Sidewalk, or any part or parts thereof, to a suitable alternate location within the NMPC Property is not feasible, Schenectady County shall, at its sole cost and expense, as soon as practicable, but in any event not later than one hundred eighty (180) days following written notice from NMPC, remove all or any part or parts of the Public Sidewalk as required by NMPC ("Removal Notice"), upon which this Agreement shall be deemed terminated and become null and void with respect to that part of the Public Sidewalk removed pursuant to such Removal Notice.

- (5) License Fee. Schenectady County agrees to pay NMPC an annual license fee of One hundred Dollars (\$100.00).
- (6) Use of Licensed Premises.

5.1 Schenectady County covenants and agrees that Schenectady County shall not use the Licensed Premises for any purpose except for: (i) the construction, operation, maintenance, and repair of the Public Sidewalk; (ii) maintenance of the ground surface above the Public Sidewalk by means of mowing and brush/tree cutting as necessary to provide accessibility to Licensed Premises, and (iii) to take any necessary action to ensure NMPC's facilities are protected. Schenectady County covenants and agrees that no soil or sediment material lifted from adjacent properties shall be stockpiled on NMPC's Property nor shall any soil or sediment material lifted from the ground on NMPC's Property be removed from NMPC's Property, except to a location approved by NMPC prior to said removal. Schenectady County must ensure that appropriate erosion and sediment controls are used during construction and that all disturbed



areas on NMPC's Property are stabilized and revegetated upon the completion of construction.

5.2 Schenectady County covenants and agrees that at all times, NMPC shall have the right, but not the obligation, to have an engineer or other employee or agent present at the NMPC Property, including the Licensed Premises, to observe the installation, operation or maintenance of the Public Sidewalk and to take any necessary action, and to require Schenectady County to take any action or refrain from any activity, to ensure NMPC's facilities are protected. Regardless of whether NMPC's engineer, employee, or agent observes the installation, operation or maintenance of the Public Sidewalk as set forth herein, NMPC shall not be liable for injuries, damage, liabilities or claims hereunder, and Schenectady County shall not be released from any liability or obligation hereunder.

5.3 NMPC is under no obligation to restore, repair, renovate, alter, or maintain the Licensed Premises or to render the Licensed Premises serviceable for access or passage or any other purpose in any respect, and specifically, without limitation, NMPC will have no obligation to remove accumulated debris, water, ice or snow from the Licensed Premises. NMPC makes no warranty with respect to the condition, safety, title, or fitness of the Licensed Premises, including, without limitation the suitability or fitness of the Licensed Premises for the purposes permitted herein, the environmental condition of the Licensed Premises, lateral support to the Licensed Premises, or rights of others held in and to the Licensed Premises, and Schenectady County shall enter upon and use the Licensed Premises at its sole risk. Schenectady County has inspected the Licensed Premises and Schenectady County shall accept the Licensed Premises "AS IS", "WHERE IS", and "WITH ALL FAULTS". Schenectady County shall be solely responsible for coordinating its permitted use hereunder with any other existing occupants of the Licensed Premises.

5.4 Schenectady County covenants and agrees that it shall at all times, at its sole cost, be obligated to perform such maintenance and renewal of the Licensed Premises as may be required for the safety, maintenance, and appearance of the NMPC Property, and shall perform all work in connection with the maintenance and repair of the Licensed Premises in a good and workmanlike manner. Schenectady County shall keep the Licensed Premises in a clean, safe, and attractive condition, free from snow, trash, debris, refuse, and other pollution. However, if necessary to protect the NMPC Property, or traffic, patrons, or employees of NMPC, or its employees, agents, directors, officers, affiliates, parent corporations, subsidiary corporations, attorneys, consultants, contractors and subcontractors, or any other person from damage or injury, NMPC may at any time, with or without notice to Schenectady County, make such repairs, renewals, or removal thereto and furnish such material therefore as NMPC deems adequate and necessary, all at the sole cost and expense of Schenectady County. Schenectady County shall reimburse any costs incurred by NMPC pursuant to this paragraph within thirty (30) days of demand.

5.6 Notwithstanding anything to the contrary described above or as shown on Exhibit A, Schenectady County shall not stockpile, either temporarily or permanently, or otherwise accumulate any earth, materials, snow, trailers, storage containers, or supplies, or store any equipment or vehicles upon the Licensed Premises or NMPC Property, except that during the initial installation of the Public Sidewalk, SCHENECTADY COUNTY may temporarily (no longer than 48 hours) place spoils on the Licensed Premises. If SCHENECTADY COUNTY fails to remove any earth, materials, snow, trailers, storage containers, supplies, vehicles or equipment stored or stockpiled on the Licensed Premises or the NMPC Property in violation of this paragraph, NMPC has the right, but not the obligation, to remove the same without any liability to SCHENECTADY COUNTY, and SCHENECTADY COUNTY shall reimburse NMPC for all indirect and direct costs associated therewith upon demand.

5.7 SCHENECTADY COUNTY covenants and agrees that SCHENECTADY COUNTY shall not use or operate or permit to be used or operated on or in the Licensed Premises, any vehicles or equipment (which shall include any extending apparatus) within twenty-five feet (25') of any cables, conduits, structures, guys, anchors, grounds, counterpoises, culverts, access roads and/or any other utility facility or equipment. Additionally, SCHENECTADY COUNTY shall not conduct any activity closer than twenty-five feet (25') from any of NMPC's structures or facilities, including without limitation, cables and conduits.

5.8 SCHENECTADY COUNTY covenants and agrees that upon the cancellation or revocation of this Agreement, at the request of NMPC, SCHENECTADY COUNTY shall cease its use of the Licensed Area and restore the Licensed Premises to its original condition and grade within ninety (90) days thereafter.

5.9 SCHENECTADY COUNTY agrees that it, or any other person or persons claiming through or under SCHENECTADY COUNTY, (i) shall not permit any use of the Licensed Premises which shall create a fire hazard or be unlawful or which constitutes a legal nuisance or that is contrary to any law, rule, regulation or requirement of any governmental authority; (ii) shall not injure, overload, deface or commit waste at the Licensed Premises; (iii) shall comply with all federal, state, or local statutes, laws, regulations, ordinances, orders or other requirements affecting the Licensed Premises; and (iv) shall obtain all necessary federal, state and local permits, licenses, and other approvals, in its name, which are required for SCHENECTADY COUNTY'S use of the Licensed Premises and the installation and maintenance of the PUBLIC SIDEWALK on the Licensed Premises.

5.10 SCHENECTADY COUNTY expressly acknowledges that the NMPC Property is improved with the electric transmission lines. Accordingly, SCHENECTADY COUNTY covenants and agrees that, with respect to the conduct of any activities contemplated herein, SCHENECTADY COUNTY

shall, at its sole cost and expense, at all times comply with the terms and conditions of this Agreement including but not limited to the guidelines set forth in Exhibit B, attached hereto and made a part hereof entitled "Conditions for Activities within Electric Transmission Line Rights of Way", in Exhibit C attached hereto and made a part hereof entitled "Specification for Work by others on and/or Near NMPC Rights-of-Ways Containing Gas Facilities", in Exhibit D attached hereto and made a part hereof entitled "Conditions for Third Party Activities and Occupations Adjacent to NMPC Distribution Electric Facilities" and in Exhibit E, attached hereto and made a part hereof entitled "Standard Environmental Conditions"

(7) Reserved and Existing Rights.

6.1 NMPC expressly reserves the right to enter upon the Licensed Premises at any time upon prior notice to SCHENECTADY COUNTY (except in, the event of an emergency, in which case no notice is required) for any purpose whatsoever and, without limiting the generality of the foregoing, specifically reserves the right to enter upon the Licensed Premises for any and all maintenance, construction or other activity in connection with its present or future operations; to pass and repass with vehicles and equipment; and to install, construct or maintain any transmission, distribution or communication lines and facilities or other additional facilities. SCHENECTADY COUNTY covenants and agrees that it, its affiliates, employees, tenants, agents, licensees and contractors will not hinder or interfere with any of the rights reserved by NMPC herein. In the event of a breakdown of NMPC's facilities or any other contingency requiring immediate maintenance or repairs, SCHENECTADY COUNTY agrees, upon receiving either written or oral notification, to use its best efforts to remove any vehicle or other obstruction that may be present within the Licensed Premises, at its sole cost and expense, so as to give NMPC immediate access to its facilities. Neither NMPC nor its affiliates, or any officers, directors, shareholders, employees or agent of any of them, shall be liable to SCHENECTADY COUNTY, its employees, tenants, agents, servants, contractors, visitors and invitees with respect to any claim or cause of action or right to payment for any personal injury or property damage (including, without limitation, damage to the PUBLIC SIDEWALK on the Licensed Premises) resulting from or in any way connected with the rights reserved in this paragraph.

6.2 This Agreement is subject to all existing rights, restrictions, easements, encumbrances, licenses, takings, or covenants affecting the NMPC Property ("Existing Rights"). In particular, this Agreement is subject to and subordinate to all security interests, trust indentures, chattel mortgages and other mortgages which may now or hereafter affect the Licensed Premises and to all renewals, supplements, modifications, consolidations, replacements and extensions thereof and advances thereunder (hereinafter "Mortgage Indenture"). This paragraph shall be self-operative, and no further instrument of subordination shall be required by any secured party, mortgagee or trustee. In confirmation of

such subordination SCHENECTADY COUNTY agrees, at NMPC's request to execute and deliver promptly any certificate or other instrument which NMPC may request subordinating this Agreement and all rights of the trust under this Agreement to any mortgage indenture and to all advances made under any such Mortgage Indenture.

6.3 The limited revocable license granted herein shall not be construed as creating or vesting in SCHENECTADY COUNTY any easement, estate or property interest in the NMPC Property, and shall not be considered a release or transfer of any ownership interest in or to the NMPC Property.

(8) Safety and Additional Conditions

7.1 All of NMPC's facilities will be required to be located and marked prior to the commencement of work on NMPC Property. These locations and markings shall be maintained throughout the construction duration.

7.2 NMPC Property must be returned to original condition or better upon completion of the work.

7.3 When working on NMPC Property and near transmission facilities, all equipment must be grounded at all times.

7.3 SCHENECTADY COUNTY will be responsible for protecting its facilities and equipment at its sole cost and expense if NMPC, its agents or contractors, are performing work on the property owned by NMPC.

7.5 SCHENECTADY COUNTY must call DIG SAFELY 811 prior to any excavation.

7.6 As-built location, including depth of cover, of the PUBLIC SIDEWALK is required, with GPS coordinates (State Plane), and ties to the nearest structure. Marker posts are required where the utility enters, bends and exits on the property owned by NMPC.

7.7 An electrically qualified spotter will be required when working on NMPC Property with motorized equipment. The electrically qualified spotter is defined as one who is knowledgeable in the construction and operation of the electric power generation, transmission, and distribution equipment involved in his or her job, along with the associated hazards.

7.8 All activities conducted by SCHENECTADY COUNTY shall comply with all applicable federal, state, and local laws, statutes, rules, regulations, and codes. In particular, the requirements of the following statutes, regulations, and safety codes and guidelines, appropriate for the

voltage(s) of the transmission line(s) within the right-of-way, must be met:

- National Electrical Safety Code
- Part 57 of the New York State Industrial Codes Rules (also known as the “High-Voltage Proximity Act”)  
<http://www.labor.ny.gov/workerprotection/safetyhealth/sh57.shtm>

7.9 SCHENECTADY COUNTY shall not at any time, block or impede access to or along the right-of-way of the transmission facilities owned by NMPC.

7.10 Upon termination of this agreement, NMPC, in its sole discretion, will decide whether the PUBLIC SIDEWALK will be abandoned or removed. If the PUBLIC SIDEWALK is to be removed, SCHENECTADY COUNTY will be responsible for doing so at its sole cost and expense within ninety (90) days after termination of this Agreement. If SCHENECTADY COUNTY does not remove the PUBLIC SIDEWALK, at NMPC’s request, within ninety (90) days, NMPC may do so at SCHENECTADY COUNTY ’s sole cost and expense.

7.11 SCHENECTADY COUNTY will notify and obtain the approval of this Public Sidewalk al crossing from all others who occupy NMPC Property, including but not limited to, fiber optic facilities.

7.12 SCHENECTADY COUNTY is required to obtain and comply with any and all environmental permits required for work on National Grid’s property and comply with all applicable environmental laws and regulations, deed restrictions, local ordinances, notification requirements, etc.

7.13 SCHENECTADY COUNTY shall not store, mix or load any petroleum products, pesticides, hazardous materials or chemicals labeled toxic on National Grid’s property and no refueling of vehicles or equipment will be allowed on National Grid’s property. The Requester shall conduct all activities in a manner that will prevent a release of said materials to the environment. In the event of a release of oil/hazardous materials to the environment, the Requester shall be responsible for making all required notifications to regulatory agencies in the required time frame and to ensure that the release is properly responded to, including the cleanup and disposal of waste materials, in accordance with all regulatory requirements. The Requester shall notify National Grid’s Environmental Department of any oil spills that occur on National Grid’s property. Call Matthew Root at (518) 227-7508.

7.14 When work is completed SCHENECTADY COUNTY will stabilize and properly restore all disturbed areas on National Grid's property.

7.15 No excavation spoils, soil, construction debris or materials of any kind are to be removed from National Grid's property .

7.16 Backfill on National Grid's property shall include only clean materials from a commercial source with no visual or olfactory evidence of contamination.

(8) Compliance with Laws; Mechanic's Liens; Taxes.

8.1 SCHENECTADY COUNTY shall be responsible for working conditions within the Licensed Premises, including the protection of the health, welfare and safety of all persons and property during SCHENECTADY COUNTY 's access to and use of the Licensed Premises, and in compliance with Public Sidewalk Safety and Health Administration ("OSHA"), and other applicable federal, state and local governmental laws, ordinances, codes, rules and regulations, including but not limited to National Electrical Safety Code Regulations for Working clearances from energized lines. SCHENECTADY COUNTY covenants and agrees that SCHENECTADY COUNTY and its guests, employees, volunteers, invitees, visitors, licensees, permittees, agents, officers, affiliates, attorneys, consultants, contractors, subcontractors, suppliers, executors, administrators, and patrons shall exercise extreme caution within the Licensed Premises.

8.2 The Public Sidewalk shall be maintained, used, and repaired at SCHENECTADY COUNTY 's sole cost and expense in accordance with all deed restrictions (if any), applicable laws, regulations, rules, and orders including, without limitation, those relative to health, safety, noise, environmental protection, waste disposal and water and air quality. In addition to the notice provisions in Paragraph 17 herein, prior to entry upon the Licensed Premises to begin any maintenance, or repair activity, SCHENECTADY COUNTY shall provide plans and specifications, if necessary, to NMPC for NMPC's approval, and obtain and keep current all required permits, licenses and other approvals, and provide copies thereof to NMPC upon request. SCHENECTADY COUNTY further represents and warrants to NMPC that SCHENECTADY COUNTY has obtained all necessary consents or approvals from any person or entity having an interest in the Licensed Premises, and SCHENECTADY COUNTY has delivered true, accurate and complete copies of the same to the NMPC.

8.3 SCHENECTADY COUNTY agrees that it shall not cause or permit any liens or encumbrances to be placed on the NMPC Property, including without limitation, any mechanics' or materialmens' liens or similar liens for labor and material furnished to SCHENECTADY COUNTY or claimed to have

been furnished to SCHENECTADY COUNTY in connection with the PUBLIC SIDEWALK.

8.4 SCHENECTADY COUNTY agrees to pay any increase in taxes, betterments and assessments levied against the Licensed Premises attributable to SCHENECTADY COUNTY 's use of the Licensed Premises, provided such amounts can be clearly determined.

(9) Indemnification, Release and Damages.

9.1 SCHENECTADY COUNTY agrees, to the extent permitted by law to pay on demand and to protect, defend (with counsel reasonably satisfactory to NMPC), indemnify, and hold harmless NMPC from and against any and all liabilities, losses, damages (to persons and property), costs, expenses (including any and all attorneys' fees and expenses of NMPC), causes of action, suits, claims, obligations, or demands for judgment, of any nature whatsoever (collectively "Costs and Claims") caused by, arising out of, or in any way related to SCHENECTADY COUNTY 's access to or use of the Licensed Premises under this Agreement, or any act or omission to act done in, on, about or within the Licensed Premises, or any part thereof, by or on behalf of SCHENECTADY COUNTY , including, without limitation, Costs and Claims arising from:

(a) injury to, or the death of, any person or damage to property within the Licensed Premises or upon adjoining property (including damage to the environment or natural resources), including such injury, death or damage resulting from the condition of the Licensed Premises;

(b) violation by SCHENECTADY COUNTY, or its employees, licensees, permittees, agents, officers, affiliates, attorneys, consultants, contractors, subcontractors, suppliers, executors, or administrators of SCHENECTADY COUNTY, of any covenant, agreement, representation or condition of this Agreement;

(c) violation by SCHENECTADY COUNTY , or its employees, licensees, permittees, agents, officers, affiliates, attorneys, consultants, contractors, subcontractors, suppliers, executors, or administrators of SCHENECTADY COUNTY , of any applicable federal, state or local statutes, laws, codes, ordinances, by-laws, rules, regulations or other requirements affecting the Licensed Premises, or the occupancy or use thereof by SCHENECTADY COUNTY ; and

(d) interference with Existing Rights.

(e) all risk of loss, damage or injury (including death) to persons or property occasioned by negligence or otherwise and arising out of or in any way connected with the design, construction, maintenance, renewal, repair, operation, use, existence or removal of the PUBLIC

**SIDEWALK.** SCHENECTADY COUNTY hereby expressly agrees to indemnify, defend and save harmless NMPC from and against any and all such loss, damage or injury, whether resulting or accruing to NMPC or to any other person or persons, and from all claims arising out of such loss, damage or injury, and from all costs and expenses connected therewith (including, but not limited to, attorneys' fees and disbursements incurred by NMPC in any actions or proceedings related thereto).

The foregoing indemnification shall not include injury or damage to the extent directly caused by the willful misconduct or negligence of NMPC as set forth in a final judgment rendered by a court of competent jurisdiction.

9.2 SCHENECTADY COUNTY hereby releases, to the extent permitted by law, NMPC from and against any and all liabilities, losses, damages (to persons and property), costs, expenses (including attorneys' fees), causes of action, suits, claims, obligations and/or demands for judgment whatsoever caused by, arising out of or in any way related to: (a) SCHENECTADY COUNTY 'S exercise of its rights under this Agreement; (b) condition of the NMPC Property; (c) Existing Rights; and (d) NMPC's reservation of rights under this Agreement, including, without limitation, Paragraph 6 herein. Moreover, SCHENECTADY COUNTY understands that the existence of NMPC's utilities on the NMPC Property involves some risk, and SCHENECTADY COUNTY, as part of the consideration for this Agreement, hereby releases and waives any right to ask for or demand damages for on account of loss or injury.

9.3 GRANTEE covenants and agrees to pay NMPC on demand any and all actual costs incurred by NMPC which, based upon documentary evidence, are necessitated by or related to the GRANTEE's exercise of this Agreement, including, but not limited to any and all costs for repairs of, or modifications to, any structure, guys, anchors, grounds, counterpoises, culverts, access roads or any other utility facility or equipment located on NMPC's Property (including without limitation buried underground wires) upon receipt of invoices and documentation from NMPC.

(10) Hazardous Materials.

10.1 SCHENECTADY COUNTY covenants and agrees with NMPC that neither SCHENECTADY COUNTY nor any person claiming under SCHENECTADY COUNTY, nor its respective employees, licensees, permittees, agents, officers, affiliates, attorneys, consultants, contractors, subcontractors, suppliers, executors, administrators, or patrons or any such person shall refuel any vehicles or equipment or bring onto, store, generate or permit to be stored or generated on the Licensed Premises or on NMPC's Property, any Hazardous Materials. SCHENECTADY COUNTY shall conduct all activities in a manner that will prevent a release of said materials to the environment. In the event of a release of oil/hazardous materials to the environment, SCHENECTADY COUNTY shall be responsible for making all required notifications to regulatory



agencies in the required time frame and to ensure that the release is properly responded to, including the cleanup and disposal of waste materials, in accordance with all regulatory requirements. SCHENECTADY COUNTY shall notify NMPC of any oil spills that occur on NMPC's Property. SCHENECTADY COUNTY shall indemnify and hold NMPC harmless from and against any and all losses arising out of or related to a breach of any of the covenants or agreements of this paragraph.

10.2 SCHENECTADY COUNTY shall indemnify NMPC with respect to any and all reasonable costs and expenses for environmental assessment, remediation or response activities, including attorneys' fees, which NMPC may incur as a result of existing conditions on the NMPC Property that are discovered as a result of the activities of SCHENECTADY COUNTY or the guests, employees, volunteers, invitees, visitors, licensees, permittees, agents, officers, affiliates, attorneys, consultants, contractors, subcontractors, suppliers, executors, administrators, or patrons of SCHENECTADY COUNTY while on the Licensed Premises or in connection with the Improvements.

- (11) Insurance. SCHENECTADY COUNTY shall maintain insurance covering the Licensed Premises with coverages and amounts satisfactory to NMPC in its sole discretion and in accordance with the insurance requirements set forth in Exhibit F attached hereto and made part hereof.
- (12) Survival of Indemnification and Restoration Provisions. All of the covenants and indemnities of this Agreement, including, but not limited to, Paragraphs 6, 8 and 9 hereof, shall be continuing obligations of SCHENECTADY COUNTY and its successors or assigns and shall survive the expiration, revocation or earlier termination of this Agreement.
- (13) Complete Agreement and Modification. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing and understandings between the parties relating to the Licensed Premises, and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may not be modified or amended unless mutually agreed upon in writing by the parties with reference made to this Agreement.
- (14) Due Authority. SCHENECTADY COUNTY hereto represents and warrants to NMPC that this Agreement has been duly authorized and all required action on its part has been taken, and that SCHENECTADY COUNTY has full power and authority to perform this Agreement in strict accordance with its terms. In addition, the person whose signature appears below is duly authorized and empowered, on behalf of SCHENECTADY COUNTY, to execute and deliver this Agreement as a binding instrument under seal, and the signature of no other party is required in order to bind SCHENECTADY COUNTY.

- (15) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- (16) Material Breach. SCHENECTADY COUNTY agrees to cure any breach of this Agreement within thirty (30) days after notice of such breach by NMPC. Should SCHENECTADY COUNTY fail to cure such breach within the foregoing period, NMPC may, at its sole option, terminate this Agreement or pursue the appropriate legal remedy to enforce the terms of this Agreement. SCHENECTADY COUNTY shall be obligated to reimburse NMPC for the costs, including attorneys' fees, reasonably incurred by NMPC in seeking a court order obligating SCHENECTADY COUNTY to cure such breach.
- (17) Notices.

17.1 Construction Notice. SCHENECTADY COUNTY shall notify NMPC's Departments as follows at least one (1) week in advance of any construction, maintenance, or repair of the PUBLIC SIDEWALK utilizing the Licensed Premises for said activities.

- Grantor's Real Estate Department@ 315-428-6107. Message only relaying project name, project location, project start date, project contact information.
- Grantor's Engineer Manager, Electric Planning and Design, Kim Weatherwax - [kim.weatherwax@nationalgrid.com](mailto:kim.weatherwax@nationalgrid.com) 518-761-5804, or her successor as designated by Grantor, in writing.
- Grantee covenants and agrees to notify Grantor's Environmental Scientist, Meredith Mathias – [meredithmathias@nationalgrid.com](mailto:meredithmathias@nationalgrid.com) 518-521-8700, or her successor as designated by Grantor, in writing.
- Grantor's Engineer Manager, Gas Asset Engineering, Mohammad Islam - [mohammad.islam@nationalgrid.com](mailto:mohammad.islam@nationalgrid.com) 631-770-3519, or her successor as designated by Grantor, in writing.

17.2 Any notice or other communication in connection with this Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted). Such notice shall be in writing and either delivered in hand or mailed: (a) by registered or certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other overnight mail carrier furnishing evidence of receipt, to NMPC c/o National Grid, 300 Erie Boulevard West, Syracuse, NY, 13202, Attention: Right-of-Way, with a copy to National Grid, 40 Sylvan Road, Waltham, Massachusetts, 02451, Attention: Legal Department (Assistant General Counsel – Real Estate), and to SCHENECTADY COUNTY at the address as set forth on the first page of this Agreement. Any party may change the address at which it is to receive notices by giving notice as hereinabove set forth.

(18) Waiver and Severability.

18.1 Failure of NMPC to complain of any act or omission on the part of SCHENECTADY COUNTY, no matter how long the same may continue, shall not be deemed to be a waiver by NMPC of any of its rights hereunder. No waiver by NMPC at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to any subsequent breach of the same or any other provision. If any action by SCHENECTADY COUNTY shall require NMPC's consent or approval, such consent or approval on any particular occasion shall not be deemed a consent or approval of any other action on any subsequent occasion.

18.2 Any and all rights and remedies that NMPC may have under this Agreement or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by NMPC or not, shall be deemed to be in exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

(19) Assignment. SCHENECTADY COUNTY agrees that this Agreement cannot be assigned in whole or in part by SCHENECTADY COUNTY without NMPC's prior written consent, which may not be unreasonably withheld, conditioned or delayed. Any assignment, mortgage or pledge made in contravention of this Paragraph 19 shall be void and shall constitute a default under this Agreement.

(20) General Provisions.

20.1 In the event of any conveyance, grant or other transfer of NMPC's interest in the Licensed Premises, all liabilities and obligations of NMPC under this Agreement arising thereafter shall terminate.

20.2 If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law.

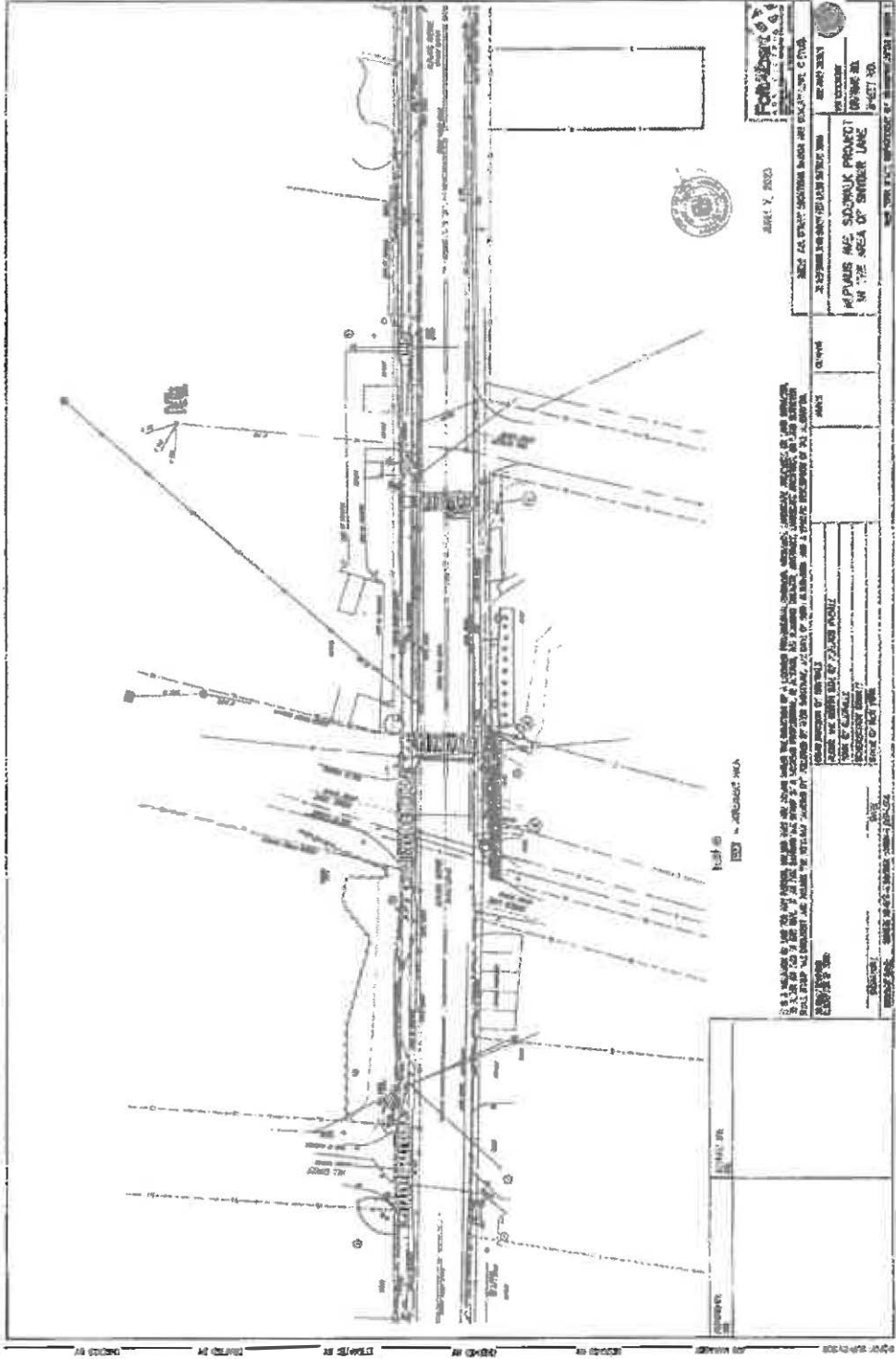
20.3 The paragraph headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

20.4 The parties agree that neither this Agreement nor any notice of this Agreement shall not be recorded at any registry of deeds or land evidence records office and that any such recording by SCHENECTADY COUNTY shall constitute a breach of this Agreement.





**EXHIBIT A**  
**Site plan**



## **EXHIBIT B**

### **Conditions for Activities within Electric Transmission Line Rights-of-Way**

#### **Compliance/Safety**

All activities conducted by SCHENECTADY COUNTY shall comply with all applicable Federal, state, and local laws, statutes, rules, regulations, and codes. In particular, the requirements of the following statutes, regulations, and safety codes and guidelines, appropriate for the voltage(s) of the transmission line(s) within the right-of-way, must be met:

- National Electrical Safety Code
- In New York, Part 57 of the New York State Industrial Codes Rules (also known as the "High-Voltage Proximity Act")  
(<http://www.labor.ny.gov/workerprotection/safetyhealth/sh57.shtml>)
- All OSHA regulations governing working clearances to electric distribution and transmission lines shall be followed. Although regulations 29 CFR 1926 Subpart CC and 29 CFR 1926.1501 may be specific to equipment that can hoist, lower, and horizontally move a suspended load, all equipment operating within a right-of-way shall maintain the clearances specified in these regulations, including but not limited to cranes, backhoes, excavators, forklifts, pile drivers, and drill-rigs.
  - In accordance with 1926.1408, if the Requestor asks to encroach upon the 20-foot clearance requirement and requests voltages of electric lines near the proposed work or activity, the Requestor shall provide an aerial photograph or detailed survey plan delineating the area of work or activity in proximity to electric lines and structures. Requests may be emailed to [TransmissionEngineering@NationalGrid.com](mailto:TransmissionEngineering@NationalGrid.com) or mailed to National Grid c/o Transmission Engineering, 40 Sylvan Road, Waltham, MA 02451.
- SCHENECTADY COUNTY shall not place or store any items within NMPC Property, including construction materials or debris, excavated soil, trailers, equipment, vehicles storage containers.
- SCHENECTADY COUNTY shall not unload or load vehicles or equipment within NMPC Property.
- SCHENECTADY COUNTY shall adequately ground vehicles, equipment, fences and gates, at all times and in accordance with applicable Federal, state, and local laws, statutes, rules, regulations, and design codes, including, but not limited to, those listed above and IEEE Standard 80.

#### **Protection of Transmission Line Facilities**

- SCHENECTADY COUNTY shall, at all times, protect transmission line facilities from damage. In addition to compliance with safety codes as described above, protection of transmission facilities shall, as a minimum, include the following:
- SCHENECTADY COUNTY shall operate equipment and vehicles at least 50 feet horizontally away from any transmission line pole, tower, guy wire, or guy anchor.

- When making a rough-cut during excavation, SCHENECTADY COUNTY shall disturb no earth within an area bounded by a line drawn 25 feet plus 2.5 times the depth of the cut from the nearest transmission line pole, tower leg, guy wire, or guy anchor, but not less than 50 feet. Upon completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than one vertical to five horizontal and stabilized with vegetation or rip-rap. The top of the slope shall be at least 50 feet from the nearest pole, tower leg, guy wire, or guy anchor.
- SCHENECTADY COUNTY shall not store or use explosives within NMPC Property.
- SCHENECTADY COUNTY shall locate all ground wires buried in areas to be excavated and shall protect them against damage. If a buried ground wire is broken, SCHENECTADY COUNTY shall prevent anyone from touching it and shall notify NMPC.

#### **Access to Right-of-way**

- SCHENECTADY COUNTY shall not at any time block or impede access to or along NMPC Property.
- SCHENECTADY COUNTY shall not damage roads or trails used to gain access to or along the right-of-way.
- All underground utilities and all proposed bituminous and/or concrete drive surfaces and underground utilities shall be designed to withstand and meet AASHTO 25 *Standard*.

#### **Preservation of Rights and Future Use**

- NMPC retains all rights granted in the original right-of-way deed. Specifically, NMPC reserves the right to place future structures or relocate existing structures anywhere within the property owned by NMPC and reserve the right to control any vegetation within the property owned by NMPC and the easement area described in the vesting deed of the property owned by NMPC.
- SCHENECTADY COUNTY shall place no above or below ground structures within the property owned by NMPC, including streetlights, signs, sheds, fences, septic systems, and swimming pools other what is licensed in this agreement.
- Improvements shall not continuously occupy more than 100 feet along any line drawn longitudinally along the property owned by NMPC.
- Improvements shall not occupy expected future locations of transmission structures. This includes the bisector of angles on the property owned by NMPC and generally includes areas adjacent to existing structures.



**EXHIBIT C**  
**SPECIFICATION FOR WORK BY OTHERS ON AND/OR NEAR NMPC**  
**RIGHTS-OF-WAYS CONTAINING GAS FACILITIES**

The following is a list of specifications that you will be required to adhere to if National Grid (Niagara Mohawk) grants permission for the construction you have proposed in our right-of-way. This document is not a consent or permission for said construction. No construction work shall commence within the Niagara Mohawk / National Grid (NMPC) right-of-way (ROW) until an Agreement is fully executed by both parties.

1. Final construction drawings must be submitted and approved by NMPC before NMPC will execute an agreement. Any changes to the original approved plans will require resubmittal and approval by NMPC
2. All of NMPC's facilities will be required to be located and marked prior to the commencement of work in the ROW. These locations and markings shall be maintained throughout the construction duration.
3. When working in the general vicinity of said gas facilities, extreme care shall be taken. All excavation within 2 feet plus  $\frac{1}{4}$  the gas pipe diameter distance away from the locators mark-out line of the gas facility on either side of the designated centerline. of the Pipeline/Main shall be done by hand to protect the pipe and its coating.
4. All rules and regulations, included in but not limited to the N.Y.S. Department of Public Service Code 16NYCRR Part 753 as amended 1/4/2012, for the safety and protection of personnel and gas facilities shall be adhered to while work is being performed near NMPC facilities.
5. Random travel across the Pipeline/Main in grass areas with heavy equipment and loaded trucks will not be allowed. Contractors are required to provide detail work plan including the equipment and the travel path to NMPC for review and approval. Travel across the Pipeline/Main will be confined to areas protected by temporary air-bridging and contractor must construct the temporary air-bridge at their cost that is inspected and accepted by NMPC.
6. Any potential vibration level on the gas facility caused by any equipment or construction method must be reviewed with NMPC for approval prior to the start of the work. If needed, Contractor must arrange the vibration monitoring system during the entire period of the construction work.
7. Care shall be taken to avoid damage to natural gas witness posts, test stations and other related natural gas facilities. Any damage of said facilities shall be reported immediately.
8. To establish guidelines for grading and for crossing the pipeline test holes are required and the Pipeline/Main located, and its elevation determined by survey.

A. Cover Over Transmission Pipelines and Distribution Gas Mains:

1. Minimum Cover:
  - a. 24 inches – Distribution Mains; All locations.
  - b. 36 inches - Pipelines; Grass areas.
  - c. 42 inches - Pipelines; Roads
2. Maximum Cover:

a. 72 inches - Pipeline/Main

**B. Clearances for Other Utility Mains, Other Service Laterals and Structures Installed in Proximity to the Pipeline/Main**

1. When installed across the Pipeline, the minimum face-to-face clearance usually 1 foot with the space in between filled with sand and necessary protective layers such as Neoprene, FRP, rock shield. After internal reviewing, this clearance could increase based on the project scope.
2. No manhole or utility structure shall be installed within NMPC ROW.
3. No buildings shall be constructed within the ROW.
4. When installed parallel to the pipeline/main, face-to-face clearance is Ten feet. After internal reviewing, this distance may not be acceptable and requires review based on the project scope.

C. When crossing a NMPC Pipeline/Main, all excavation work shall be done by hand and/or vac truck.

D. An inspector from NMPC is required to be on site when excavation is being done within the ROW and when the gas transmission pipeline is crossed. Exposed pipe must be inspected by NMPC personnel.

9. In areas where fill (permanently or temporarily) is planned to be dumped on the ROW, a proposal shall be submitted in writing to NMPC for prior approval along with a sketch describing the depth and the permanence of this material on our ROW. All drainage patterns shall be returned to their pre-construction condition.
10. Backfill material over or in contact with the Pipeline/Main must be free of sharp rocks, large stones and other debris which may damage the pipe coating. Any damage (however slight) to the coating must be reported to NMPC immediately so that it can be repaired. Any contractor working on an NMPC ROW must provide a certificate of insurance coverage to protect NMPC interests in the project area.
12. When excavating in poor soils (soils of poor bearing qualities or subject to quick conditions) in the proximity of the Pipeline/Main, additional support may be necessary as determined by the NMPC inspector. Such support will be provided by the contractor at his cost.
13. No blasting will be permitted on the ROW without the approval of the Regional Gas Superintendent or the Manager of Gas System Engineering at NMPC.
14. No shrubs or trees shall be allowed to be planted on the ROW.
15. Under no circumstances will NMPC allow the grade of the ROW to be altered until final plans and elevations of proposed drainage, pavement and other construction have been submitted and approved by the proper authorities at NMPC.
16. NMPC reserves the right to excavate anywhere on the Easement/ROW. NMPC shall not be required to restore any pavement, grass areas, etc., excavated within the ROW and shall only be responsible in reestablishing a rough grade in these areas.

**EXHIBIT D**  
**Conditions for Third Party Activities and**  
**Occupations Adjacent to NMPC Distribution Electric Facilities**

*All codes and regulations must be followed that pertain to the situation including National Electric Safety Codes, Minimum approach distance, High Voltage Proximity Act, OSHA and any other codes or regulations that may apply to the site*

**Overhead**

- Ground Penetration requires a Dig Safely Ticket 811
- When digging within 5 ft horizontally from a distribution pole Alert NG by calling 1-800-642-4272, Structure will need to be supported while the work is occurring.
- When working with construction equipment with 10 ft of a distribution overhead facilities, third-party must provide an electrically qualified spotter/observer.  
<https://www.neca-neis.org/powerlinesafety/press-room/detail-page/best-practices/2021/12/30/qualified-observer#:~:text=A%20Qualified%20Observer%20is%20defined,the%20crew%20working%20energized%20conductors>
- Non-Qualified employees must not work within 10' of Distribution lines and must maintain at least a 10' separation (For 15KV and below). Please note the High Voltage Proximity Act.
- For Cranes working in the vicinity, a 10' clearance is still required in addition to a spotter as previously mentioned.
- A typical easement is 5 feet on either side from the centerline of the course of line. Because of this, the best practice would be 6 feet minimum separation of a new occupation and a NG distribution pole.
- Absolutely no boring directly under a distribution pole.
- No grade changes at structures or directly under the conductor
- No storage of any type under the conductor

**Underground**

From a planning perspective the minimum clearances from National Grid's Underground Electric up to 34.5kV to neighboring underground utilities is as follows:

- 24 inches of horizontal clearance for parallel placements.
- 12 inches of vertical clearance for perpendicular crossings.
- In all locations where there is a planned crossing of National Grid Underground Electric, submittals detailing the planned crossing shall be submitted to National Grid for review and comment prior to construction. Installations below National Grid's Underground Electric may require supporting of that infrastructure to be facilitated by the CHPE installer and possible National Grid oversight during that construction
- National Grid would need review a proposed crossing in advance since there may be circumstances where the proposed crossing methodology may need to change.
- National Grid would need advance notice of the construction to determine if oversight will ultimately be needed.

## EXHIBIT E

### Standard Environmental Conditions

- General/Permits:** Requestor is required to obtain and comply with any, and all, environmental permits required for work on National Grid's easement or fee owned premises and comply with all applicable environmental laws and regulations, deed restrictions, local ordinances, notification requirements, and environmental guidance documents etc.
- Oil/Chemicals/Refueling/Spills:** Requester shall not store, mix, perform maintenance (e.g., drain equipment of fluids) or load any petroleum products, pesticides, hazardous materials or chemicals labeled toxic on National Grid's easement or fee owned premises. No refueling of vehicles or equipment will be allowed on National Grid's easement or fee owned premises. The Requester shall conduct all activities in a manner that will prevent a release of said materials to the environment. In the event of a release of oil/hazardous materials to the environment, the Requester shall be responsible for making all required notifications to regulatory agencies in the required time frame and to ensure that the release is properly responded to, including the cleanup and disposal of waste materials, in accordance with all regulatory requirements. The Requester shall notify National Grid's Division Environmental Engineer of all spills regardless of quantity released.
- Erosion and Sediment Control:** When work is complete the Requestor will stabilize and properly restore all disturbed areas on National Grid's easement or fee owned premises.
- Materials Handling:** Backfill on National Grid's property shall include only clean materials from a NYSDOT approved commercial source and shall have no visual or olfactory evidence of contamination.
- Excavation-Derived Spoil:** No excavation spoils, excess soil, construction debris or materials of any kind shall be removed from NG's property without notification and approval from National Grid's Division Environmental Engineer. If off-site removal is required, all excavation spoils, excess soil, construction debris and materials of any kind must be managed in accordance with NYSDEC's solid waste regulations (6 NYCRR 360, 361, and 364).

**EXHIBIT F**  
**INSURANCE REQUIREMENTS**

From the effective date of this Agreement, through expiration, termination or longer where specified below, GRANTEE shall provide and maintain at its own expense, insurance policies that are meant to be primary and non-contributory (*with no right of contribution by any other coverage available to the Company, the Company's affiliates and their respective agents, employees, directors and other parties that the Company may identify*) and issued by reputable insurance companies, acceptable to the Company with an A.M. Best rating of A- or better which meet or exceeds the requirements listed herein. Such policies, where required below shall include Niagara Mohawk Power Corporation, National Grid USA (the "Company"), and its direct parent, subsidiaries, affiliates, successors and assigns" (collectively, the "Insured Entities") as *Additional Insureds*. Waiver of Subrogation, where required below shall be in favor of such *Additional Insureds/Insured Entities* for any loss or damage covered under those policies referenced in this Insurance Exhibit, or for any required coverage that may be self-insured by GRANTEE.

1. **Risk of Loss (Equipment/Materials)** – The GRANTEE shall be responsible for all risk of loss to its personal equipment and materials, and any other equipment and materials owned by its employees or by third parties that may be in their care, custody and control.

2. **Commercial General Liability (CGL) Insurance**, covering all operations, work and/or provision of services performed by or on behalf of GRANTEE under or in connection with this Agreement, at minimum limits of:

\$1,000,000 limit "per occurrence" – Bodily Injury/Property Damage  
\$2,000,000 limit – Product/Completed Operations  
\$2,000,000 limit - General Aggregate  
\$1,000,000 limit- Personal and Advertising Injury  
\$100,000 limit- Damages to Premises Rented to You Limit

Policy shall include coverage for contractual liability (with this Agreement being included under the definition of "Insured Contract"), and products/completed operations coverages. Policy shall not contain a cross-liability or a separation of insureds exclusion. Should coverage for products/completed operations be written on a claims-made form, the retroactive date shall not precede the effective date of this Agreement and coverage shall be maintained continuously for the duration of this Agreement and for at least three (3) years after Final Acceptance. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above. Must use CG 2010 and CG 2037 (or equivalent) for Additional Insured endorsements.*

3. **Automobile Liability Insurance:** Covering owned, non-owned and hired vehicles used in connection with all operations, work and/or provision of services performed by or on behalf of GRANTEE under or in connection with this Agreement at minimum limits of:

\$1,000,000 combined single limit "each accident"

Coverage for non-owned/hired vehicles evidenced through a Commercial General Liability policy would be acceptable upon Company's review and approval. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

4. **Statutory Workers' Compensation and Employer's Liability Insurance**, in the state in which the operations, work and/or provision of services will be performed under this

Agreement. The employer's liability limit shall be at least \$1,000,000 per occurrence for bodily injury, per employee for bodily injury by disease and by bodily injury by disease policy limit.

For work or services being performed on or close to water, policy shall include coverage for the US Longshoreman & Harbor Workers' Compensation Act of 1927 and Jones Act of 1920.

In the event GRANTEE is a Sole Proprietor that is exempt from maintaining Statutory Workers' Compensation/Employer's Liability insurance, Sole Proprietor is required to provide a Letter of Affidavit affirming no employees and are exempt from carrying Workers Compensation and Employer's Liability insurance. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

5. **Umbrella Liability or Excess Liability Insurance**, providing broad "follow form" excess insurance with terms similar to the Commercial General Liability, Automobile Liability and Employer's Liability coverages outlined within this Agreement, at minimum limits of:

\$4,000,000 limit – Per Occurrence/Aggregate

Such insurance coverage shall include a drop-down provision in the event of exhaustion of underlying limits or aggregates. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

**In addition to above, Sections 6-10 is applicable to Commercial GRANTEE performing work in the capacity as a Contractor or is hiring Contractor(s) to do work on their behalf**

6. **Contractor's Pollution Liability ("CPL") Insurance: (if applicable)** – Should GRANTEE acting in the capacity as a Contractor or hires a Contractor to complete work and/or services on their behalf, the Contractor shall maintain CPL insurance to cover any sudden and gradual pollution incidents that may arise out of, under, or in connection with this Agreement including any and all Work and/or Services to be performed by or on behalf of Contractor, including but not limited to: (a) bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; (b) property damage including physical injury or destruction of tangible property including resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not be physically injured or destroyed; and (c) defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages. There should be no exclusions for asbestos, lead paint, silica or mold/fungus/legionella. This coverage shall carry a minimum limit of:

\$1,000,000 limit - "Per Incident/Aggregate"

*Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

7. **Professional Liability Insurance, (if applicable)**, providing coverage for negligent acts, errors, and omissions (including when applicable, Technology errors and omissions), in an amount of \$1,000,000 "per claim" or equal to the value of the contract, whichever is greater, to protect the Company from losses arising out of the use of Contractor's or its subcontractor's product or failure to render services.

Should coverage be written on a "Claims Made" form, Contractor or its subcontractors shall maintain such coverage for a period of not less than three (3) years post completion of work, with the retroactive date in place prior to and held constant with the date of this contract. *Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

8. **Third (3<sup>rd</sup>) Party Crime Insurance, (if applicable),** covering theft of the Company's property by electronic means and for any dishonest acts that may be committed by a Consultant's employee(s) against the Company, in an amount no less than \$1,000,000 "per occurrence". *Loss Payee status required from this policy for the Insured Entities outlined above.*

9. **Unmanned Aerial Systems/Vehicles (UAS/UAV)/Drone Insurance: (if equipment will be used in course of agreement),** covering third-party liability for bodily injury and property damage arising out of the use of Unmanned Aerial Systems (UAS)/Vehicles (UAV) aka drones on Grantor's property, at minimum limits of \$10,000,000 "per occurrence". Such requirement could also be met outlining the same terms under an endorsed Aircraft Liability policy. *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

10. **Protection & Indemnity/Commercial Watercraft Insurance: (if equipment will be used in course of agreement),** providing Protection & Indemnity coverage for third-party liability related to bodily injury and property damage arising out of the use of such vessel while on Grantor's property, at minimum limits of \$1,000,000 "per occurrence". *Additional Insured and Waiver of Subrogation required from this policy for the Insured Entities outlined above.*

11. **For Tenants/Licensees/Lesseees of Real Property (if applicable):** Evidence to Insured Entities a Commercial Property "All Risk" or Business Owners (BOP) policy covering all personal property of every description, owned or brought into or onto the premises by GRANTEE, its employees, agents, contractors, tenants, subtenants or assignees. In addition, policy shall include coverage(s) for business interruption/extra expense equal to at least 12 months' rent or business income. It is understood that such insurance shall include, but not be limited to coverage for improvement/betterments, fixtures, fittings, furniture, inventory, equipment, and other personal property (collectively, \_\_\_\_\_ Property), in an amount not less than one hundred percent (100%) of full replacement cost.

- Such policy shall include an endorsement outlining Insured Entities as a Loss Payee on the policy;
- For any leases involving construction related work Grantor reserves the right to request additional insurance to cover the course of construction (i.e., Builders Risk policy) which will be required under separate insurance requirements;
- Deductibles: Deductibles on all GRANTEE'S insurances in excess of Fifty Thousand Dollars (\$50,000) shall be subject to Grantor approval (not to be unreasonably withheld or delayed).

12. **Self-Insurance:** If approved in advance by the Company's representative, proof as a qualified self-insurer will be acceptable in lieu of securing or maintaining one or more of the coverages required in this Insurance Exhibit. Such proof shall come in the form of a signed

self-insurance letter on GRANTEE'S letterhead, in a format provided by the Company and shall become part of this insurance provision by reference herein.

With respect to Workers' Compensation, such evidence shall consist of a current self-insured certification form approved by the State in which the terms of this Agreement will be executed.

13. **Other Coverage(s)/Compliance:** These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, GRANTEE shall comply with any governmental site-specific insurance requirements even if not stated herein. This includes providing evidence of insurance and additional insured status, if necessary, to any third-party property owner on which GRANTEE's work activities associated with this Agreement may be taking place as required by law or permit.
14. **Subcontractors.** In the event that GRANTEE uses a subcontractor(s) in connection with providing any services as outlined under this Agreement, the GRANTEE shall require all such subcontractor(s) to provide the required coverages and protections as outlined under Paragraphs 1-10 of this insurance exhibit.
15. **Homeowners:** In the event GRANTEE is a homeowner, Articles 1-10 outlined above would not apply. However, a copy of the Homeowner's insurance policy evidencing Personal Liability coverage, at a minimum limit of \$500,000, would be acceptable. In the event homeowner hires a Contractor, to complete work and/or services on their behalf, for which permission must be granted by Licensor to access/use easement right-of-way, then such hired Contractor shall meet the requirements as outlined in this exhibit (as Grantor determines applicable).
16. **Subrogation Rights:** To the extent GRANTEE's insurance carriers will not waive their right of subrogation against the Insured Entities as required in the outset of these requirements, the GRANTEE agrees, to the extent permitted by law, to indemnify the Insured Entities for any subrogation activities pursued against them by the GRANTEE insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Entities or their employees, subcontractors or agents.
17. **Certificate(s) of Insurance.** Prior to providing any services, GRANTEE (and when applicable, its Contractors) shall promptly issue to the Company certificate(s) of insurance and any requested endorsements (include any renewal thereof), evidencing all coverages and required protections (Additional Insured and Waiver of Subrogation where applicable) utilizing the address outlined by the Company in this Agreement, with digital copies only being emailed to the Company's Risk and Insurance Department at: [RiskandInsurance@nationalgrid.com](mailto:RiskandInsurance@nationalgrid.com). Failure to furnish the required certificate(s) of insurance and endorsements would not relieve GRANTEE from any liability obligations or to carry insurance outlined under this Agreement.

Policies shall be endorsed, and certificate(s) of insurance shall clearly outline that at least 30-days prior written notice will be provided to the Company in the event of any cancellation, non-renewal or material change in coverage(s). Certificates shall declare applicable deductibles or self-insured retentions which shall be for the account of GRANTEE. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by the Company's Risk & Insurance Department.



18. **Reservation of Rights.** Should any policy(ies) be canceled at any time during the term of this Agreement and GRANTEE fails immediately to procure other insurance as specified, the Company reserves the right to procure such insurance and to invoice GRANTEE or void this Agreement.
19. **Accident Reports.** GRANTEE shall furnish the Company's Risk & Insurance Department with copies of any accident report(s) sent to GRANTEE'S insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.
20. **Full Policy Limits.** GRANTEE represents that it has full policy limits available and shall notify the Company's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or conditional change to policies.
21. **No Limitation.** Nothing contained in these insurance requirements is to be construed as limiting the extent of GRANTEE'S responsibility for payment of damages or its indemnification obligations under this Agreement.

**LEGISLATIVE INITIATIVE FORM**

**Date:** 6/30/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:**  
**Initiative:** PFTI 21

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO AN AMENDMENT TO A GRANT OF EASEMENT WITH HIGHBRIDGE BROADWAY, LLC

**Purpose and General Idea:**

Provides Authorization to Amend the Grant of Easement with Highbridge Broadway, LLC for the Relocation of Parking Spaces at 388 Broadway.

**Summary of Specific Provisions:**

Authorization to amend the Grant of Easement with Highbridge Broadway, LLC for the relocation of parking spaces at 388 Broadway. The County will relocate twenty (20) parking spaces closer to 388 Broadway, improving the parking situation at this location.

**Effects Upon Present Law:**

none

**Justification:**

Christopher Gardner, County Attorney, indicates, that this relocation will make enforcement of the County's 2004 Parking Law easier, and at the same time, our Department of Facilities will be issuing new parking stickers to our DSS and Probation department employees who work there. These actions are also in response to CSEA's request at a labor-management meeting to improve the parking situation at 388 Broadway.

**Sponsor: Legislator Frisoni**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Christopher Gardner, County Attorney

**Date:** June 30, 2023

**Re:** Authorization to Amend the Grant of Easement with Highbridge Broadway, LLC  
for the Relocation of Parking Spaces at 388 Broadway

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Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to amend the Grant of Easement with Highbridge Broadway, LLC for the relocation of parking spaces at 388 Broadway in the City of Schenectady. As r. Gardner indicates, his amendment would allow the County to relocate twenty (20) parking spaces closer to 388 Broadway, improving the parking situation at that location.

I recommend your approval.

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

**To:** Rory Fluman, County Manager

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

**Dated:** June 29, 2023

**Re:** Amendment to the Grant of Easement –  
Relocation of 20 Parking Spaces at 388 Broadway

**Copies to:** Geoffrey Hall, Clerk of the Legislature  
M. Joe Landry, Counsel to the Legislature  
Stephen Luciano, Director of Facilities  
Paul Romano, Director of Real Property Tax Service Agency  
Ray Gillen, Commissioner of Economic Development and Planning  
Shane Barge, Deputy County Manager  
Frank Salamone, First Deputy County Clerk  
Sarah Petraccione, Deputy County Clerk  
Charlie Davidson, Sustainability Coordinator  
Marylou Riddle, Executive Secretary to the County Manager

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When the County of Schenectady purchased 388 Broadway in 2020, as part of the purchase, we entered into a Parking and Access Easement Agreement with the seller, Highbridge Broadway, LLC to secure permanent parking for the building.

The County recent reached an Agreement with Highbridge Broadway, LLC to relocate twenty (20) of the original parking spaces closer to our building at 388 Broadway

The number of spaces that are subject to the “Amendment of the Grant of Easement, Relocation of Parking Spaces” will remain unchanged at twenty (20).

This relocation will make enforcement of the County’s 2004 Parking Law easier. At the same time, our Department of Facilities will be issuing new parking stickers to our DSS and Probation Department employees who work there. These actions also are responsible to CSEA requests at a labor- management meeting to improve our parking situation at 388 Broadway.

I request that you forward this Agreement to the County Legislature for its consideration at the July 5<sup>th</sup> meeting of the County Legislature. Copies of both the original “Parking and Access Easement Agreement” and the “Amendment to the Grant of Easement – Relocation of Parking Spaces” are attached.

CHG/kah  
Enclosure

**AMENDMENT TO THE GRANT OF EASEMENT  
Relocation of Parking Spaces**

This Amendment is made to the Grant of Easement (hereinafter "Amendment") and is made the \_\_\_\_ day of June 2023 by and between

**THE COUNTY OF SCHENECTADY**, a New York Municipal Corporation with its office for the transaction of business at 611 State Street, Schenectady NY, 12305 (hereinafter referred to as "Schenectady County") and

**HIGHBRIDGE BROADWAY, LLC**, New York limited liability company, having an office at 376 Broadway, Third Floor, Schenectady NY, 12305 (hereinafter referred to as "Highbridge")

**RECITALS**

**WHEREAS**, Highbridge sold to Schenectady County certain lands situate in the City of Schenectady, County of Schenectady, State of New York, commonly known as 380 Broadway ("Schenectady County Property") and more particularly described in that certain deed dated July 2, 2020 and recorded in the Schenectady County Clerk's office on July 2, 2020 in Deed Book 2037 at Page 392, and which conveyance abuts property owned by Highbridge at Tax Parcel No. 49.23-2-4.3 n/k/a 49.23-2-4.31 ("Highbridge Property"); and

**WHEREAS**, simultaneous with the above sale, Highbridge entered into two Easements with Schenectady County, namely:

(1) a "Parking and Access Easement Agreement" with Schenectady County, the Indenture of Easement dated July 2, 2020 and recorded in the Schenectady County Clerk's office on July 2, 2020 in Deed Book 2037 at Page 399 a copy of which is attached as Exhibit A. This "Parking and Access Easement Agreement" granted to the County (i) the right to use exclusively 20 parking spaces on Highbridge Property, and (ii) to access non-exclusively certain lands of Highbridge for the purposes of access, ingress and egress purposes as defined in the Original Easement. The terms and conditions of this Amendment will modify this "Parking and Access Easement Agreement" by changing the location of the 20 parking spaces; and

(2) an "Access Easement Agreement" with Schenectady County, the Indenture of Easement dated July 2, 2020 and recorded with the Schenectady County Clerk's office on July 2, 2020 in Deed Book 2037 at Page 417. This "Access Easement Agreement" granted to the County the right to access non-exclusively certain lands of Highbridge for the purposes of access, ingress and egress purposes as defined in the "Access Easement Agreement", and will not be modified by this Amendment.

**WHEREAS**, the "Parking and Access Easement Agreement" contains 2 drawings identifying the location of the 20 parking spaces [Exhibit C of the "Parking and Access Easement Agreement"] and the Ingress/Egress access area to the 20 parking spaces [Exhibit D of the "Parking and Access Easement Agreement"]; and

**WHEREAS**, by this Amendment, the parties to the "Parking and Access Easement Agreement" will amend the parking spaces of the easement to move and relocate the placement of Schenectady County's 20 exclusive parking spaces and move and relocate the placement of Schenectady County's non-exclusive access now identified and, in the future, as set forth in the 2 drawings attached as Exhibit A-1 and A-2 to this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained in this document, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged under seal, Schenectady County and Highbridge agree as follows:

**1. Relocation of 20 Parking Spaces Easement from Original Easement.**

1.1. The (i) 20-space parking easement granted by Highbridge to Schenectady County for exclusive use as described in the "Parking and Access Easement Agreement"; and (ii) the non-exclusive ingress/egress access to the 20 parking spaces described in the "Parking and Access Easement Agreement", are hereby modified, moved and relocated in placement only; and (iii) this amendment affect only location of the parking spaces, but not the number of parking spaces, which will remain at 20.

1.2. After the relocation, (i) the new location of the 20-parking spaces are described in the amended location drawing attached as Exhibit A-1 and (ii) the description of the non-exclusive ingress/egress access to the 20 parking spaces are described in the amended location drawing attached as Exhibit A-2.

**2. Conflicts of Terms.** In the event of any inconsistencies between the terms and conditions of the "Parking and Access Easement Agreement" and this Amendment to the Grant of Easement, the terms of this Amendment shall control the conflict. Except as amended by the terms of this Amendment, all non-conflicting terms and conditions in the "Parking and Access Easement Agreement" shall remain in full force and effect. As this Amendment does not modify in any capacity the "Access Easement Agreement", that easement will continue in full force and effect and is confirmed by the parties.

**3. Miscellaneous.**

3.1. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties may execute this Amendment by signing any such counterpart.

3.2. Attached to this Amendment are (i) Exhibit B which is the original "Parking and Access Easement Agreement"; (ii) Exhibit A-1 which is the new location of the exclusive 20 parking spaces; and (iii) Exhibit A-2 which is the new location of the non-exclusive access to the 20 parking spaces.

IN WITNESS WHEREOF, the parties have executed this Amendment under seal on the date indicated in the below jurat.

**THE COUNTY OF SCHENECTADY**

**HIGHBRIDGE BROADWAY, LLC**

\_\_\_\_\_  
By: Rory Fluman, County Manager

\_\_\_\_\_  
By: John Roth, Member

APPROVED as to form and content this

\_\_\_\_ day of June 2023

\_\_\_\_\_  
By: Christopher H. Gardner, County Attorney

STATE OF NEW YORK            )  
COUNTY OF SCHENECTADY    )ss..

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

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Notary Public

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

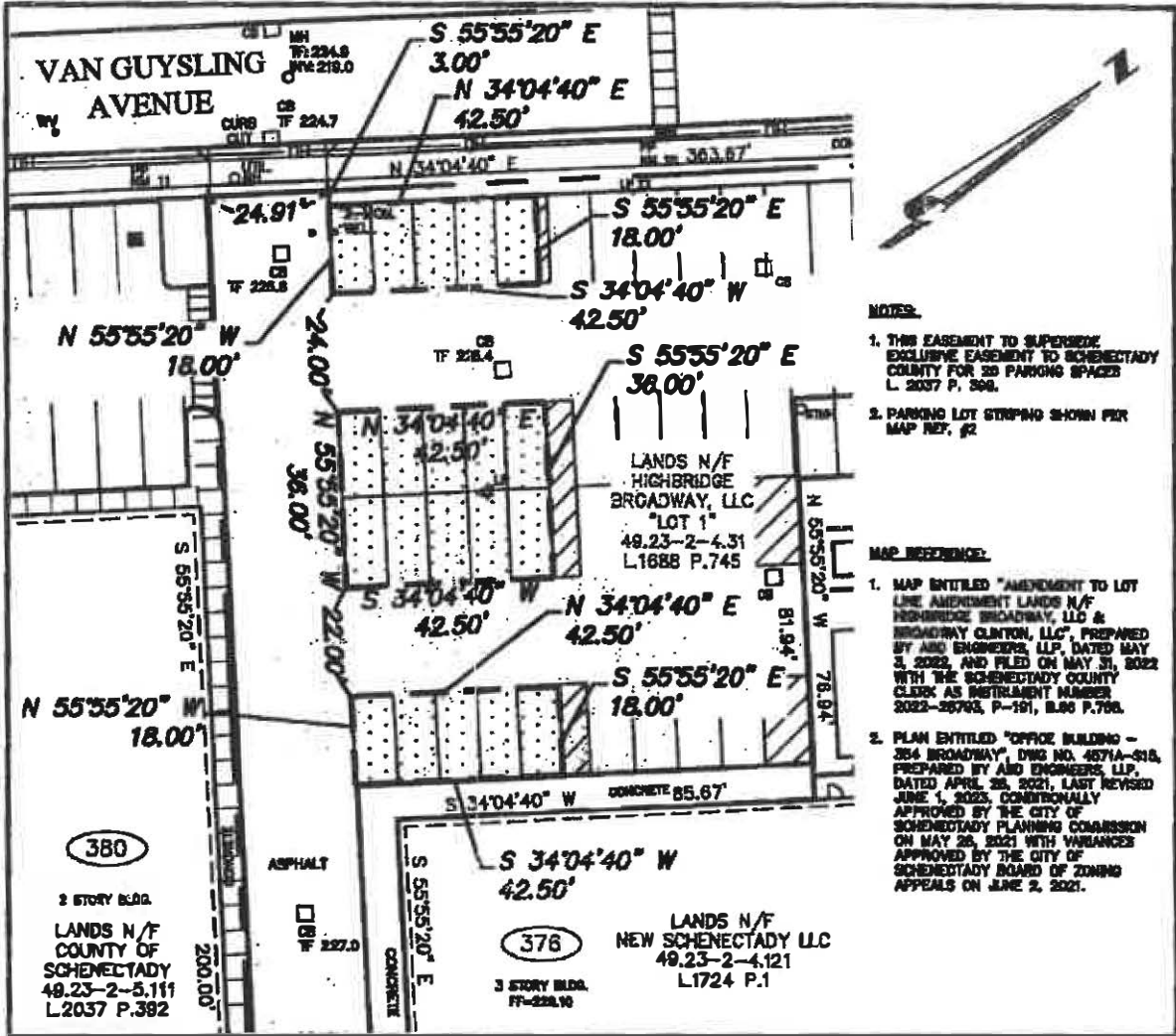
On this \_\_\_ day of June 2023 before me the undersigned, personally appeared JOHN ROTH, a Member of Highbridge Broadway, LLC personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that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

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Notary Public

**EXHIBIT A-1**  
**New Location 20 Parking Spaces**





- NOTES:**
1. THIS EASEMENT TO SUPERSEDE EXCLUSIVE EASEMENT TO SCHENECTADY COUNTY FOR 20 PARKING SPACES L. 2037 P. 308.
  2. PARKING LOT STRIPING SHOWN PER MAP REF. #2

- MAP REFERENCE:**
1. MAP ENTITLED "AMENDMENT TO LOT LINE AMENDMENT LANDS N/F HIGHBRIDGE BROADWAY, LLC & HIGHWAY CLINTON, LLC", PREPARED BY A&D ENGINEERS, LLP, DATED MAY 3, 2022, AND FILED ON MAY 31, 2022 WITH THE SCHENECTADY COUNTY CLERK AS INSTRUMENT NUMBER 2022-25793, P-191, B.60 P.768.
  2. PLAN ENTITLED "OFFICE BUILDING - 376 BROADWAY", DWG NO. 4571A-518, PREPARED BY A&D ENGINEERS, LLP, DATED APRIL 26, 2021, LAST REVISED JUNE 1, 2023, CONDITIONALLY APPROVED BY THE CITY OF SCHENECTADY PLANNING COMMISSION ON MAY 26, 2021 WITH VARIANCES APPROVED BY THE CITY OF SCHENECTADY BOARD OF ZONING APPEALS ON JUNE 2, 2021.

UNWARRANTED ALTERATIONS OR ADDITIONS TO THIS SURVEY MAP IS A VIOLATION OF SECTION 2005 OF THE REAL PROPERTY LAW. COPIES OF THIS EASEMENT MAP NOT BEING THE LAND OWNER'S REGISTERED SEAL SHALL NOT BE CONSIDERED TO BE VALID COPIES.  
 CERTIFICATIONS DEMONSTRATED OR APPLIED HEREIN SHALL ONLY RUN TO THE PARTY FOR WHOM THE SURVEY WAS PREPARED, & IS NOT BINDING TO THE SURVEYOR. FURTHER LEGAL OPINIONS, GUARANTEES ARE NOT TRANSFERABLE TO ANY OTHER PARTY OR SUBSEQUENT OWNERS NOT LISTED HEREON.

## EXCLUSIVE EASEMENT TO SCHENECTADY COUNTY FOR 20 PARKING SPACES 376 BROADWAY

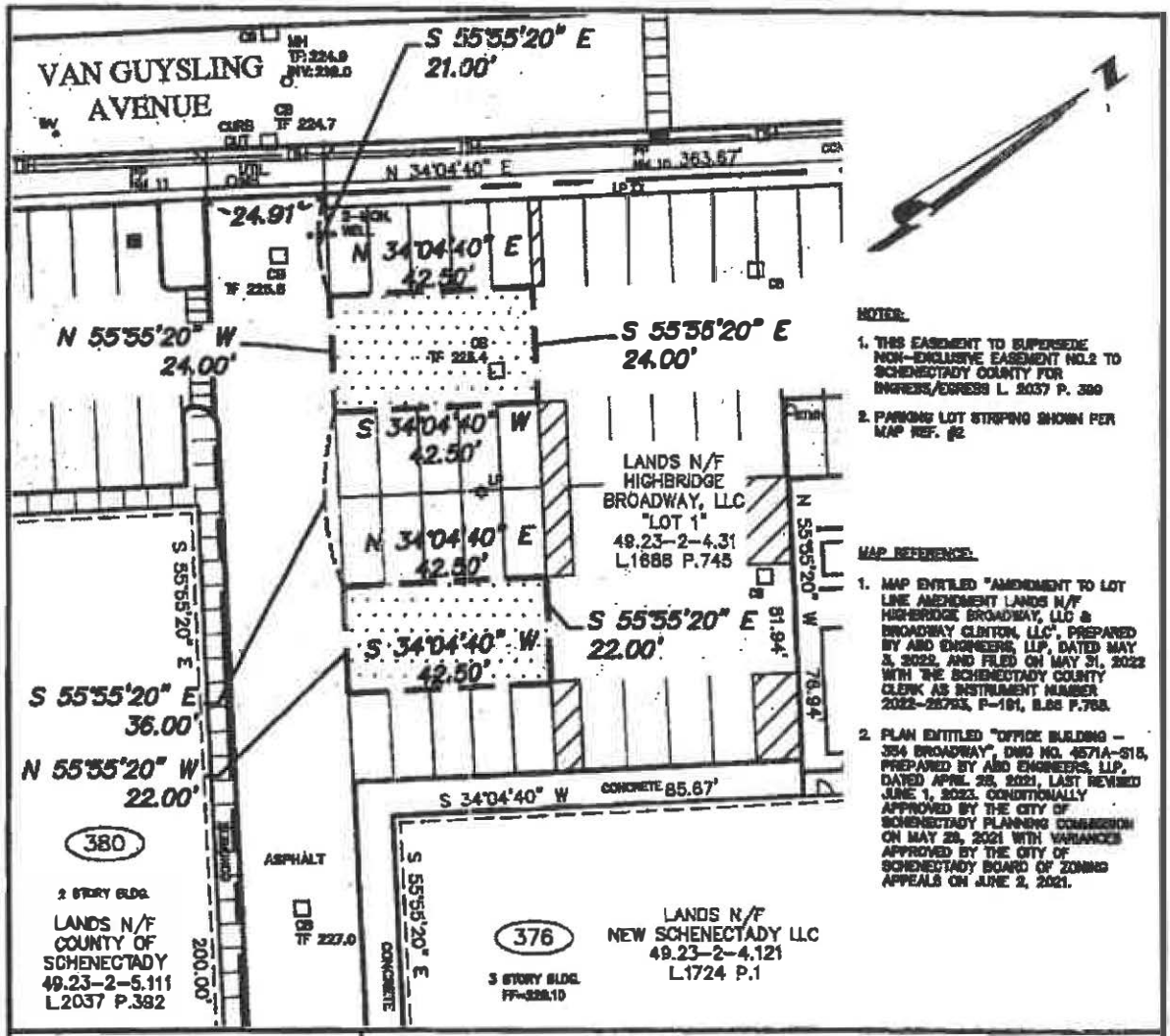
CITY OF SCHENECTADY      COUNTY OF SCHENECTADY  
STATE OF NEW YORK

**A&D ENGINEERS**  
**SURVEYORS**  
 411 Union St Schenectady, N.Y. 12305  
 518-377-0315 Fax 518-377-0379  
 www.abdeng.com

ROBERT D. DAVIS, JR., P.L.S.  
 N.Y.S. LICENSE NO. 51060

DATE: JUNE 1, 2023	SCALE: 1" = 30'	DWG. 4571A-EASE	SHEET OF 1 1
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**EXHIBIT A-2**  
**New Location Access to 20 Parking Spaces**



- NOTES:**
1. THIS EASEMENT TO SUPERSEDE NON-EXCLUSIVE EASEMENT NO.2 TO SCHENECTADY COUNTY FOR INGRESS/EGRESS L. 2037 P. 380
  2. PARKING LOT STRIPING SHOWN PER MAP REF. #2

- MAP REFERENCE:**
1. MAP ENTITLED "AMENDMENT TO LOT LINE AMENDMENT LANDS N/F HIGHBRIDGE BROADWAY, LLC & BROADWAY CLINTON, LLC", PREPARED BY A&D ENGINEERS, LLP, DATED MAY 3, 2022, AND FILED ON MAY 21, 2022 WITH THE SCHENECTADY COUNTY CLERK AS INSTRUMENT NUMBER 2022-25753, P-181, S.68 P.768.
  2. PLAN ENTITLED "OFFICE BUILDING - 354 BROADWAY", DWG NO. 4571A-015, PREPARED BY A&D ENGINEERS, LLP, DATED APRIL 28, 2021, LAST REVISED JUNE 1, 2022, CONDITIONALLY APPROVED BY THE CITY OF SCHENECTADY PLANNING COMMISSION ON MAY 28, 2021 WITH VARIANCE APPROVED BY THE CITY OF SCHENECTADY BOARD OF ZONING APPEALS ON JUNE 2, 2021.

UNLAWFUL ALTERATION OR ADDITION TO THIS SURVEY MAP IS A VIOLATION OF SECTION 2006 OF THE NEW YORK STATE ENGINEERING LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S EXPIRED SEAL SHALL NOT BE CONSIDERED TO BE VALID COPIES.

DEFINITIONS RELIANT OR APPLIED HEREON SHALL ONLY RUN TO THE PARTY FOR WHOM THIS SURVEY WAS PREPARED, & ON HIS BEHALF TO THE APPLICABLE PARTIES LISTED HEREON. CERTIFICATIONS ARE NOT TRANSFERABLE TO APPLICABLE PARTIES OR SUBSEQUENT OWNERS NOT LISTED HEREON.

# NON-EXCLUSIVE EASEMENT TO SCHENECTADY COUNTY FOR INGRESS/EGRESS 376 BROADWAY

CITY OF SCHENECTADY      COUNTY OF SCHENECTADY  
STATE OF NEW YORK

**A&D ENGINEERS  
SURVEYORS**

411 Union St Schenectady, N.Y. 12305  
518-377-0315 Fax: 518-377-0379  
www.abdeng.com

ROBERT D. DAVIS, JR., P.L.S.  
N.Y.S. LICENSE NO. 81683

DATE: JUNE 7, 2023	SCALE: 1" = 30'	DWG. 4571A-EASE	SHEET OF 1 1
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**EXHIBIT B**  
**Original "Parking and Access Easement Agreement"**

**OFFICE OF THE SCHENECTADY  
COUNTY CLERK**



620 STATE STREET  
SCHENECTADY, NY 12305-2114  
PHONE (518) 388-4220  
FAX (518) 388-4224

Maryellen Brehm

Alicia Godlewski

Jeffrey Morrette

Carla Saglimbeni  
Deputy County Clerks

Cara M. Ackerley  
County Clerk

Instrument Number - 202019028  
Recorded On 7/2/2020 At 12:05:07 PM  
\* Instrument Type - BASEMENT  
\* Book/Page - DEED/2037/399  
\* Total Pages - 18  
Invoice Number - 1050647      User ID: GMS  
\* Document Number - 2020-2219  
\* Grantor - HIGHBRIDGE BROADWAY LLC  
  
\* Grantee - SCHENECTADY COUNTY OF

**\*RETURN DOCUMENT TO:**  
SCHENECTADY COUNTY ATTORNEY  
620 STATE ST  
6TH FLOOR  
SCHENECTADY, NY 12305

<b>* FEES</b>	
NY LAND SUR	\$0.00
NY LAND COMP SUR	\$0.00
CO GENERAL REVENUE	\$0.00
CO LAND SUR	\$0.00
CO LAND COMP SUR	\$0.00
TOTAL PAID	\$0.00

**TRANSFER TAX**  
Real Estate Transfer Tax Num - 3853  
Transfer Tax Amount - \$ 0.00

I hereby CONFIRM that this document is  
Recorded in the Schenectady County Clerk's Office  
in Schenectady, New York

*C. Ackerley*  
Cara M. Ackerley  
Schenectady County Clerk

**THIS IS AN ENDORSEMENT PAGE**

**Do Not Detach**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

**INSTRUMENT NUMBER - 202019028**



**PARKING AND ACCESS EASEMENT AGREEMENT**

**THIS PARKING AND ACCESS EASEMENT AGREEMENT** ("Agreement") is made the 2 day of July, 2020, by **HIGHBRIDGE BROADWAY, LLC**, a New York limited liability company, having an address of 376 Broadway, Third Floor, Schenectady, New York 12305 (the "Grantor") and the **COUNTY OF SCHENECTADY**, a municipal corporation duly organized and existing under the laws of the State of New York, having an address of 620 State Street, Schenectady, New York 12305. (the "Grantee" or the "County") (Grantor and Grantee may be referred to herein as the "Parties" and each individually as a "Party").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of that certain real property located in the City of Schenectady described in Exhibit A attached hereto and identified as parcel number 49.23-2-4.3 on the City of Schenectady Tax Map (the "Grantor's Property"); and

**WHEREAS**, Grantee is the owner of that certain real property located in in the City of Schenectady and described in Exhibit B attached hereto and identified as parcel numbers 49.23-2-5.111, 49.23-2-12.1, and 49.23-2-29.1 on the City of Schenectady Tax Map (the "Grantee's Property"); and

**WHEREAS**, the Parties desire to set forth the rights of the County to utilize (i), exclusively, certain land of the Grantor for parking purposes, as more fully shown on Exhibit C attached hereto and made a part hereof; and (ii) non-exclusively and in common with others, certain land of the Grantor for access, ingress and egress purposes as more fully shown on Exhibit D attached hereto and made a part hereof (collectively, the "Easement Areas").

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Easement**. Grantor hereby grants:
  - a. The Grantee, and its agents, guests, and invitees, a perpetual exclusive easement to twenty (20) parking spaces as particularly identified on Exhibit C (the "Parking Easement Area"), subject to the terms and conditions of this Agreement.
  - b. The Grantee, and its agents, guests, and invitees, a perpetual non-exclusive easement in common with others on, across, and over the portion of Grantor's Property more particularly shown on Exhibit D (the "Access Easement Area") for motor vehicle, and pedestrian, ingress and egress access to the Parking Easement Area, subject to the terms and conditions of this Agreement.
2. **Benefit and Burden**. The Easements created hereby shall forever run with the land and shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors and assigns, including, without limitation, all subsequent owners of the Parcels. Any transferee of Grantee's property or Grantor's Property or any portion thereof

shall automatically be deemed, by acceptance of the title to such parcel or any portion thereof, to have assumed any and all obligations provided herein with respect to the Easement and the real property(ies) affected thereby. Neither party shall grant any additional or alternative easements, licenses or other use or other rights with respect to the Easement Area to any third-party, except that the Grantor enjoys the right to provide non-exclusive easements over the Access Easement Area to as many parties as it, in its sole discretion, deems appropriate. However, at no time may the Grantor take any action related to the Access Easement Area that would infringe upon the Grantee's Access Easement.

3. **Maintenance and Repair.** Grantee shall, at its sole cost and expense, be responsible for the maintenance, repair and replacement (including, without limitation, erecting appropriate signage, plowing, sanding, patching, and resurfacing) of the Parking Easement Area, in a good and workmanlike manner, in compliance with all applicable laws, ordinances, codes, rules and regulations. Grantor shall, at its sole cost and expense, be responsible for the maintenance, repair and replacement (including, without limitation, erecting appropriate signage, plowing, sanding, patching, and resurfacing) of the Access Easement Area, in a good and workmanlike manner, in compliance with all applicable laws, ordinances, codes, rules and regulations.
4. **Future Improvements.** Grantor expressly retains the air rights above the Easement Areas for the purpose of the potential future construction of a parking deck. Grantee agrees to suspend all use of the Easement Area(s) during construction, provided that Grantor arranges for twenty (20) parking spaces, and access thereto, for Grantee's use proximate to the Parking Easement Area. Such construction shall be performed in a good and workmanlike manner and shall be completed within a reasonable time. Upon the completion of such parking deck, the Easement Area(s) shall immediately be returned to Grantee's use. If the construction of the parking deck prevents the use of spaces within the Parking Easement Area, Grantor shall identify alternative spaces proximate to the Parking Easement Area for the Grantee's use. The Grantee shall enjoy the right to approve the replacement spaces, but such approval shall not be unreasonably withheld, conditioned or delayed. If the Easement Area(s) are modified pursuant to this Section 4, the Parties shall cooperate in amending this Agreement pursuant to Section 6 hereof.
5. **Easement Area Modification.** Grantor may (i) subdivide and convey the Parking Easement Area to Grantee, and Grantee agrees to accept same, for the sum of One (\$1.00) Dollar; or (ii) convey a replacement parking area proximate to the Parking Easement Area, and Grantee agrees to accept same, for the sum of One (\$1.00) Dollar. The Grantee shall enjoy the right to approve the replacement area, but such approval shall not be unreasonably withheld, conditioned or delayed. Grantor shall be solely responsible for any costs and expenses related to a modification to the easement area. If the Easement Area is modified pursuant to this Section 5, the Parties shall cooperate in amending this Agreement pursuant to Section 6 hereof.
6. **Amendment.** This Agreement may be modified only by a written agreement executed by the Parties hereto and recorded in the Schenectady County Clerk's Office.

7. **Termination.** This Agreement shall terminate upon the happening of one of the following events:
- a. Should the Grantor convey twenty (20) parking spaces to the Grantee in accordance with the provisions set forth in Paragraph Five (5) of this Agreement and those parking spaces do not require the Grantee to travel across, on or over the lands of the Grantor, the Access Easement and Parking Easement contained in this Agreement shall both terminate.
  - b. Should the Grantor convey twenty (20) parking spaces to the Grantee in accordance with the provisions set forth in Paragraph Five (5) of this Agreement and those parking spaces require the Grantee to travel across, on or over the lands of the Grantor, the Access Easement shall continue in full force and effect and the Parking Easement contained in this Agreement shall terminate.
  - c. Should any Easement contained in this Agreement terminate, the parties shall mutually cooperate in order to record a Termination of Easement in the Office of the Schenectady County Clerk. The Grantee shall be responsible for recording such Termination of Easement.
8. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area, the Grantor's Property or the Grantee's Property to the general public, or for any public use or purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.
9. **Compliance with Laws.** The Easement shall not be used in a manner that violates any federal, state or local laws, regulations, ordinances or the terms of any governmental permits and approvals.
10. **Indemnification.** The Parties, their successors and assigns, shall defend, indemnify and hold each other harmless from any claim, loss or liability (including reasonable attorneys' fees related thereto) arising out of or in any way connected with the Parties' employees, contractors or agents use of the Easement Area, or exercise of any rights granted herein, except for the indemnified party's negligence or willful, wrongful acts.
11. **Eminent Domain.** If the Easement is extinguished, in full or in part, by eminent domain or other legal proceedings, the proceeds from such extinguishment shall be allocated between Grantor and Grantee in proportion to the value of their respective rights in the property interests being extinguished at that time. If the Parties cannot agree on the relative values of their respective rights, such value shall be determined by an independent and qualified real estate appraiser selected by mutual consent of the Parties. The cost of the appraisal shall be paid by Grantor and Grantee in equal shares.



12. **Enforcement of Easement Terms.** If either Party determines that the terms of this Agreement have been violated by the other Party, it shall provide the other Party with written notice of the violation by certified mail, return-receipt requested. If the violation is not corrected within 30 days from the date the notice was sent, the notifying Party shall be entitled to any and all appropriate legal remedies at law or in equity, including damages and injunctive relief.
13. **Notice.** Any notices required under this Agreement shall be deemed duly given when made in writing and mailed by certified mail return-receipt requested to the party at the addresses first set forth above (or to such other address as that party may give notice of from time to time):
14. **Entire Agreement.** This Agreement including all exhibits hereto constitutes the entire agreement between the Parties with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the Parties hereto with respect to the matters addressed herein.
15. **Governing Law.** This Agreement shall be governed and construed by the laws of the State of New York, and any dispute arising hereunder shall be litigated in the Supreme Court, Schenectady County, New York. **THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE AND OF THE EASEMENT AREA.**
16. **Waiver.** The waiver of a breach of one covenant or condition of this Agreement shall not be deemed a waiver of the breach of others, or of subsequent breach of a covenant previously waived. The Parties hereby waive the defense of laches to any breach of any covenant or provision of this Agreement.
17. **Negotiated Agreement.** All of the parties to this Agreement have participated in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.
18. **Joint Venture.** The parties hereto shall not be deemed, in any way or for any purpose, to have become, by the execution of this Agreement, or any action taken under this Agreement, partners, partners in business or otherwise, or a member of any joint enterprises with one another. Further, nothing in this Agreement shall be construed to create any joint venture between the parties.
19. **Captions.** The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement, or construed as in any manner limiting or amplifying the terms and provision to which they relate.
20. **Invalidity.** Should any provision of this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.


21. Recording Easement. This Agreement shall be recorded by Grantee in the Schoenectady County Clerk's Office. The Grantor shall cooperate in executing any necessary documents or forms necessary to effectuate recording.
22. Counterparts. This Agreement may be executed in separate counterparts by each of the Parties and the executed counterparts shall be deemed one agreement.


SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this Agreement as of the day and year first above written.

Grantor  
HIGHBRIDGE BROADWAY, LLC


Grantee:  
COUNTY OF SCHENECTADY

By:   
Name: James R. Hart  
Title: President

By:   
Name: Rory Fluman  
Title: County Manager

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


On the 2<sup>nd</sup> day of July in the year 2020, before me, the undersigned, a notary public in and for said State, personally appeared John P. [unclear], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

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

ROBERT M. GACH  
Notary Public, State of New York  
Qualified in Schenectady County  
No. 02845059-028  
Commission Expires May 31, 20 21

On the 2 day of July in the year 2020, before me, the undersigned, a notary public in and for said State, personally appeared Rory Fluman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

FRANK S. BALAMONE  
Notary Public, State of New York  
Qualified in Schenectady County  
No. 02846224-102  
Commission Expires June 28, 2021

**Exhibit A**  
**(Parcel Number 49.23-2-13)**

4E21-044B-2753, v. 1

(Tax Id. 49.23-2-4.3)

ALL that certain piece or parcel of land situate and being in the City of Schenectady, County of Schenectady, and State of New York, bounded and described as follows:

BBEGINNING at a point located in the westerly line of Broadway, said point being located North  $34^{\circ}04'40''$  West, 398.75 feet from the intersection formed by said westerly line of Broadway with the northerly line of Edison Street; thence in a westerly direction and through the lands of Highbridge Broadway, LLC, North  $55^{\circ}55'20''$  West, 200.00 feet to a point; thence in a northerly direction and along the easterly line of Van Chyaling Avenue, North  $34^{\circ}04'40''$  East, 286.25 feet to a point; thence in an easterly direction and through the aforesaid lands of Highbridge Broadway, LLC, South  $55^{\circ}55'20''$  East, 128.67 feet to a point; thence in a southerly direction and continuing through the aforesaid lands of Highbridge Broadway, LLC, South  $34^{\circ}04'40''$  West, 253.25 feet to point; thence in an easterly direction, South  $55^{\circ}55'20''$  East, 71.33 feet to a point; thence in a southerly direction and along the said westerly line of Broadway, South  $34^{\circ}04'40''$  West, 33.00 feet to the point or place of beginning.

**Exhibit B**  
**(Parcel Numbers 49.23-2-5.111, 49.23-2-12.1, and 49.23-2-29.1)**

484-0448-2753, v. 1

**Parcel 1**  
(Tax Id. 49.23-2-5.111)

ALL that certain piece or parcel of land situate and being in the City of Schenectady, County of Schenectady, and State of New York, bounded and described as follows:

BEGINNING at a point located in the westerly line of Broadway, said point being located North 34°04'40" West, 160.00 feet from the intersection formed by said westerly line of Broadway with the northerly line of Edison Avenue, thence in a westerly direction and along said northerly line of the lands now or formerly of Stewart (Book 1530, Page 960), North 55°55'20" West, 1 00.00 feet to a point; thence in a northerly direction and along the lands of Quality Roofing Supply North 34°04'40" East, 75.00 feet to a point; thence in a westerly direction and along the north line of said lands of Quality Roofing Supply, North 55°55'20" West, 100.00 feet to a point in the easterly line of Van Gyuysling Avenue; thence in a northerly direction and along the easterly line of Van Gyuysling Avenue, North 34°04'40" East, 163.75 feet to a point; thence in an easterly direction and through the lands of Highbridge Broadway, LLC, South 55°55'20" East, 200.00 feet to a point in the westerly line of Broadway; thence in a southerly direction and along the said westerly line of Broadway, South 34°04' 40" West, 238.75 feet to the point or place of beginning.

**Parcel 2**  
(Tax Id. 49.23-2-12.1)

ALL THAT CERTAIN, PIECE OR PARCEL OF LAND, situate in the city of Schenectady, County of Schenectady and State of New York, on the westerly side of Center Street (now Broadway) in the 5<sup>th</sup> Ward of the City of Schenectady, N.Y., known and distinguished on a "Map of Building Lots belonging to Col. R. Furman, 5<sup>th</sup> Ward, City of Schenectady, made by Wm. Gifford, City Surveyor, and filed in the Schenectady County Clerk's office July 20<sup>th</sup>, 1890" as lot number thirty-one (31) and more particularly described as follows:

northerly by lot thirty (30) as designated on said map, one hundred (100) feet along the same; westerly by lot number forty-three (43) as designated on said map twenty-five (25) feet along the same; southerly by lot number thirty-two (32) as designated on said map, one hundred (100) feet along the same; easterly by center street as designated on said map, twenty-five (25) feet along the same.

ALSO, ALL THAT CERTAIN, PIECE OR PARCEL OF LAND, with the buildings thereon, commonly known as 416 Broadway, Schenectady, New York, located in the City and County of Schenectady, State of New York on the westerly side of Broadway therein known and designated as Lot #32 and more fully described as follows: On the westerly side of Broadway (formerly known as South Center Street) in the fifth ward of the City of Schenectady, known and designated as Lot No. 32 on a map of building lots belonging to Col. R. Furman in the fifth ward of the City of Schenectady, made by Wm. Gifford, City Surveyor, dated June 1888 and filed July 20, 1890 in the office of the Schenectady County Clerk, said parcel being more particularly bounded and described (in reference to said map) northerly by Lot No. 31, about 100 feet; easterly by South

Center Street 25 feet more or less; southerly by Lot No. 33, about 100 feet and westerly by Lot No. 42, about 25 feet or less.

ALL THOSE PARCELS AND LOTS OF LAND, situate on the westerly side of Broadway (formerly South Centre Street) known and distinguished as Lots #33 and 34 on a map of building lots belonging to Col. R. Furman filed in the Schenectady County Clerk's Office June 20, 1890 and more particularly bounded and described as follows: Lot No. 33; easterly and in front by South Centre Street, 25 feet along the same, southerly by Lot No. 32 as shown on said map 100 feet along the same; westerly by Lot 41 and a part of Lot No. 42 as shown on said map, 25 feet along the same; southerly by Lot No. 35 as shown on said map, 100 feet along the same; and Lot No. 34; northerly by Lot No. 33 as designated on said map 100 feet along the same; easterly by Centre Street as designated on said map, 25 feet along the same; southerly by Lot No. 35 as designated on said map 100 feet along the same; westerly by Lot No. 38 as designated on said map, 25 feet along the same.

ALSO, ALL THAT CERTAIN, PIECE OR PARCEL OF LAND, situate in the City of Schenectady, County of Schenectady and State of New York, with the buildings thereon, lying and being on the westerly side of South Center Street, in the Fifth Ward (recently renamed Broadway) known and distinguished as lot No. 35 on a map entitled "Map No. \_\_\_ of Building Lots belonging to Col. R. Furman, Fifth Ward, City of Schenectady, made by William Gifford, City Surveyor," and filed in the Office of the Clerk of Schenectady County, July 20, 1890, and thereon bounded and described as follows: Southeastery and in front by Center Street, twenty-five (25) feet along the same; Northeastery by Lot No. 34, as shown on said map, one hundred (100) feet along the same; Northwestery by Lot No. 38, as shown on said map, twenty-five (25) feet along the same and Southwestery by Lot No. 36, as shown on said map, one hundred (100) feet along the same; being a lot twenty-five (25) feet in width, front and rear and one hundred (100) feet in depth, as shown on said map, fifty (50) feet Northeastery from Edison Avenue and about thirty-five (35) feet Northeastery from Edison Avenue as Edison Avenue was widened by the City subsequent to the filing of said map.

Parcel 3  
(Tax Id. 49.23-2-29.1)

ALL THAT CERTAIN, PIECE OR PARCEL OF LAND, with the buildings thereon, situate, lying and being in the City and County of Schenectady, State of New York, more particularly bounded and described as follows:

Beginning at a point in the northwesterly side of Van Goyaling Avenue distant northeasterly 689.33 feet measured along the said side of Van Goyaling Avenue from its intersection with the northwesterly side of Edison Avenue; thence northwesterly in a line at right angles to the said side of Van Goyaling Avenue 159.26 feet to a corner at a point southeasterly 15 feet measured at right angles from a point in the center line of the most southeasterly track of the railroad of the Delaware and Hudson Railroad Corporation; thence southwestery parallel with the said center line of track and distant southeasterly 15 feet measured at right angles therefrom a distance of 301.90 feet plus or minus to a corner; thence southeasterly in a line at right angles to the said northwesterly side of



Van Gyuysling Avenue a distance of 88 feet plus or minus to a point in the center line of Mill Creek as it flows northerly; thence southwesterly along the approximate center line of Mill Creek a distance of 164.09 feet to a point; thence southeasterly in a line at right angles to the said side of Van Gyuysling Avenue a distance of 130 feet plus or minus to a point or pipe in the said side of Van Gyuysling Avenue forming a 90° angle with the same; thence continuing northeasterly along the said northwesterly line of Van Gyuysling Avenue to the point or place of beginning; all of the aforesaid dimensions being more or less.

**EXCEPTING AND RESERVING THEREFROM, ALL THAT CERTAIN PIECE OR PARCEL OF LAND,** situate, lying and being in the City of Schenectady, in the County of Schenectady and State of New York; bounded and described as follows:

**BEGINNING** at a point located in the westerly line of Van Gyuysling Avenue, said point of beginning being further located North 34 degrees 04 minutes 40 seconds East, 229.75 feet as measured along Van Gyuysling Avenue from the north line of Edson Street; thence in a westerly direction, North 55 degrees 55 minutes 20 seconds West, 151.80 feet to a point located in the east line of lands now or formerly of the Delaware & Hudson Railroad; thence in a northerly, westerly and northerly direction and along said lands of D & H Railroad, the following three courses and distances to a point: 1) North 42 degrees 45 minutes 38 seconds East, 164.26 feet to a point; 2) North 56 degrees 21 minutes 20 seconds West, 90.50 feet to a point and 3) North 40 degrees 34 minutes 06 seconds East, 69.00 feet to a point thence in an easterly direction, South 55 degrees 55 minutes 20 seconds East, 209.70 feet to a point located in the aforesaid westerly line of Van Gyuysling Avenue; thence in a southerly direction and along said westerly line of Van Gyuysling Avenue, South 34 degrees 04 minutes 40 seconds West, 230.25 feet to the point or place of beginning.

Said premises are more modernly described as follows:

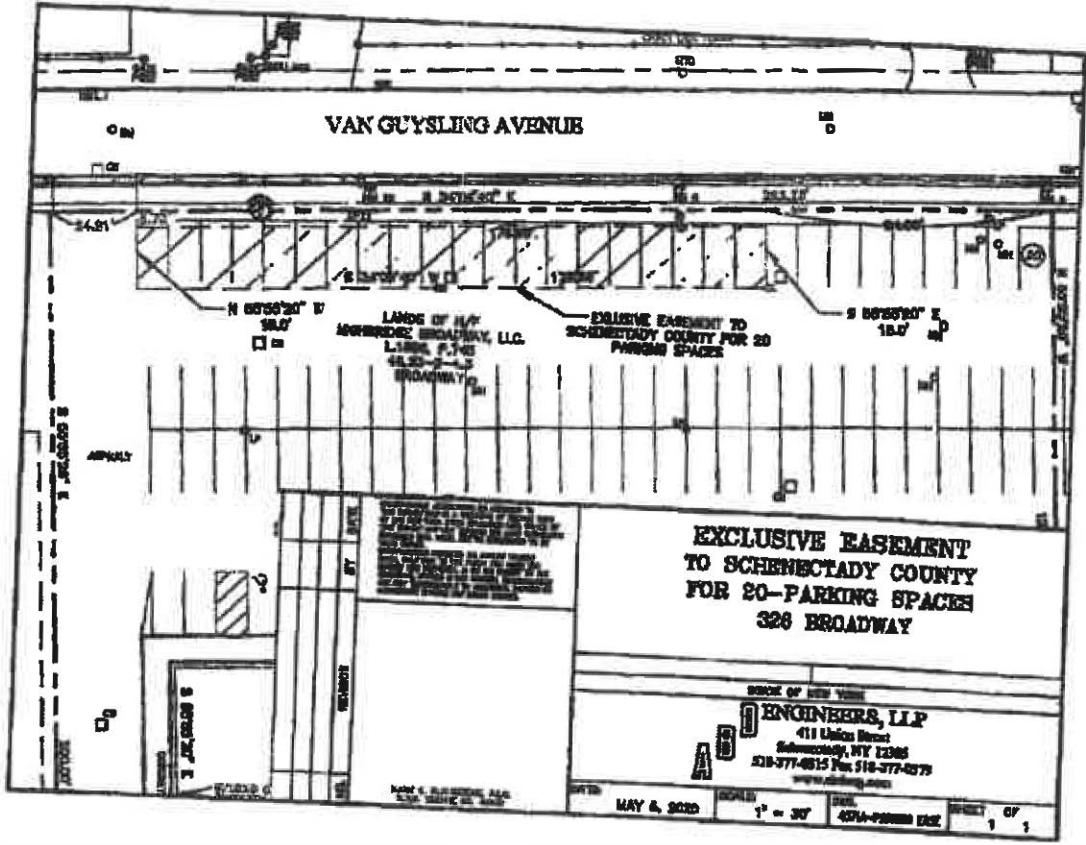
All that piece or parcel of land situate in the City of Schenectady, County of Schenectady and State of New York, bounded and described as follows:

Beginning at a point located along the westerly line of Van Gyuysling Avenue, said point being the intersection formed by said westerly line of Van Gyuysling Avenue with the division line between the lands now or formerly of Schenectady Urban Renewal Agency (Book 1851, Page 554) on the north and the lands of Highbridge BW, LLC (Book 1988, Page 773) on the south, said point of beginning being located North 34°04'40" East, 689 feet from the northerly line of Edson Avenue; thence from said point of beginning and along said Van Gyuysling Avenue, South 34°04'40" West, 229.00 feet to a point; thence along the lands now or formerly of Van Gyuysling Properties, LLC (Book 1800, Page 14), North 55°55'20" West, 209.70 feet to a point; thence along the lands now or formerly of the Norfolk Southern Railway Corporation (Book 1922, Page 931), North 46°29'45" East, 234.52 feet to a point; thence along the lands now or formerly of Schenectady Urban Renewal Agency (Book 1851, Page 554), South 55°54'40" East, 159.27 feet to the point or place of beginning.

427-448-278 v. 1

**Exhibit C**  
**(Easement Areas – Exclusive certain land of the Grantor for parking purposes)**

4821-0448-2753, v.1



**EXCLUSIVE EASEMENT  
TO SCHENECTADY COUNTY  
FOR 20-PARKING SPACES  
326 BROADWAY**

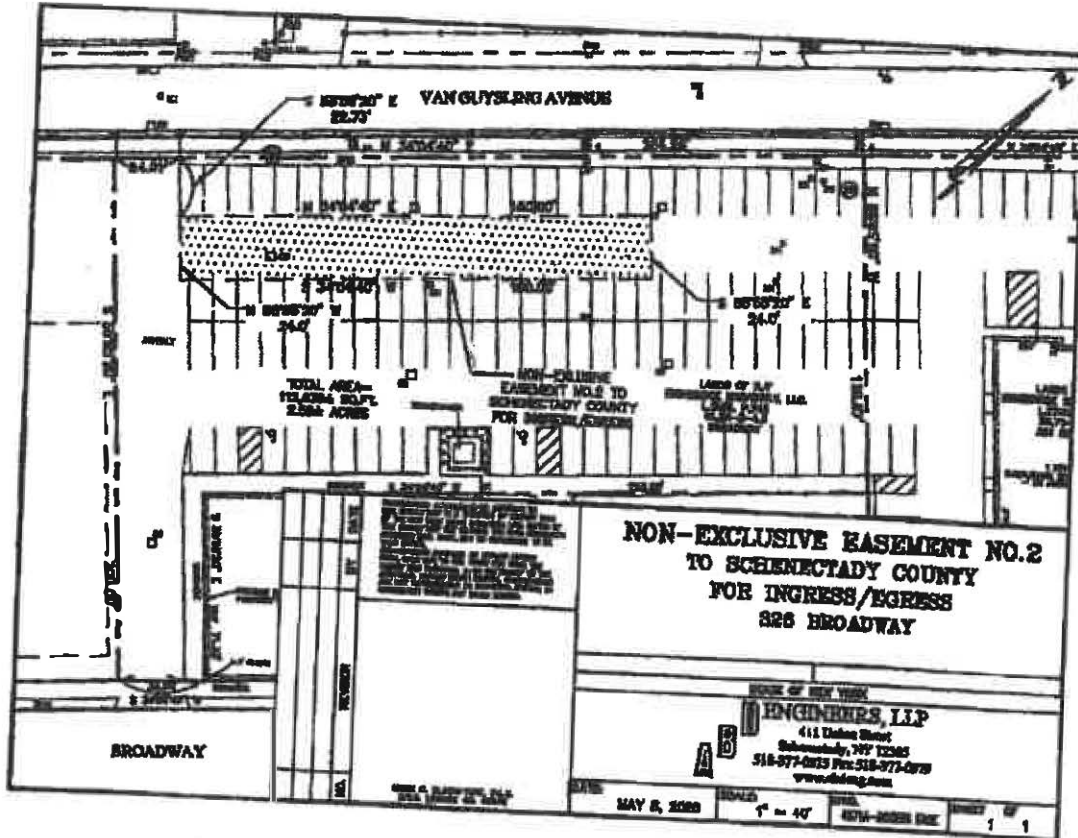
STATE OF NEW YORK  
**ENGINEERS, LLP**  
 411 Union Street  
 Schenectady, NY 12305  
 518-377-0515 Fax 518-377-0575  
 www.dinling.com

DRAWN: MAY 6, 2020 SCALE: 1" = 30' SHEET: 420A-PARKING EASE. SHEET 1 OF 1

**Exhibit D**  
**(Easement Areas – Non-Exclusive and in common with others, certain land of the Grantor  
for access, ingress and egress purposes)**

4821-0448-2753, v. 1

DEED Book 2037 Pg 414  
 Loc No 2020-2219



TOGETHER with a Non-Exclusive Ingress-Egress Easement to access Twenty Parking Spaces:

ALL THAT TRACT, PIECE OR PARCEL OF LAND, lying, situate and being in the City of Schenectady, County of Schenectady and State of New York, being a non-exclusive easement for ingress-egress granted by Highbridge Broadway, LLC to Schenectady County, running parallel to the southeasterly side of Van Goyensing Avenue and being more particularly bounded and described as follows:

BEGINNING at the southeasterly corner of the exclusive easement for twenty parking spaces, said point being N 34°04'40" E 24.91', measured along the southeasterly side of Van Goyaling Avenue, and S 55°55'20" E 22.73 feet from the intersection of the division line between Highbridge Broadway, LLC (1607/333), on the southwest, and lands of Highbridge Broadway, LLC (1688/745), on the northeast, with the southeasterly side of Van Goyaling Avenue;

THENCE North 34°04'40" East a distance of 180.00 feet along the southeasterly side of the exclusive easement for twenty parking spaces, being parallel to and 22.73 feet distant from the southeasterly side of Van Goyaling Avenue, to a point;

THENCE South 55°55'20" East a distance of 24.00 feet through the lands of Highbridge Broadway, LLC (1688/745), to a point;

THENCE South 34°04'40" West a distance of 180.00 feet through the lands of Highbridge Broadway, LLC (1688/745), to a point on the northeasterly side of non-exclusive ingress-easement no. 1;

THENCE North 55°55'20" West a distance of 24.00 feet along the northeasterly side of non-exclusive ingress-egress easement no. 1, to a point, being the point or place of beginning.



# 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: June 30, 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  
Wednesday, July 5, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
WM	7 A RESOLUTION AMENDING INTERNAL POLICIES AND PROCEDURES FOR THE PROCUREMENT OF BID AND NON-BID GOODS AND SERVICES	Legislator Fields	
PFTI	19 A RESOLUTION REGARDING CAPITAL BUDGETARY AMENDMENTS FOR THE COURTHOUSE ACCESSIBLE RESTROOM RENOVATION PROJECT	Legislator Patierne	
LCS	8 A RESOLUTION CREATING AND ELIMINATING CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Frisoni	

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
LCS	9 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICE OF SENIOR AND LONG-TERM CARE SERVICES	Legislator Frisoni	
HHHS	16 A RESOLUTION ACCEPTING MONIES FROM THE HEALTH RESEARCH INC. /NYS DEPARTMENT OF HEALTH AND TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Ostrellich	
EDP	11 A RESOLUTION ADOPTING LOCAL LAW NO. B OF 2023	Legislator Hughes	
ECREP	13 A RESOLUTION TO ACCEPT MONIES FROM THE NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE MUNICIPAL ZERO EMISSION VEHICLE REBATE PROGRAM	Legislator Pratt	
CJCA	7 A RESOLUTION REGARDING AMENDMENTS TO THE OPERATING BUDGET OF THE SCHENECTADY COUNTY OFFICE OF ASSIGNED COUNSEL	Legislator Frisoni	



## LEGISLATIVE INITIATIVE FORM

**Date:** 6/30/2023  
**Reference:** Ways and Means  
**Dual Reference:** Ways and Means  
**Initiative:** WM 7

**Title of Proposed Resolution:**

A RESOLUTION AMENDING INTERNAL POLICIES AND PROCEDURES FOR THE PROCUREMENT OF BID AND NON-BID GOODS AND SERVICES

**Purpose and General Idea:**

Provides Authorization to Adopt the Schenectady County Purchasing Policy With an Updated Purchasing Manual.

**Summary of Specific Provisions:**

Authorization to adopt the Schenectady County Purchasing Policy With an Updated Purchasing Manual.

**Effects Upon Present Law:**

none

**Justification:**

Thomas Bellick, Purchasing Agent, indicates that this policy would include changes to the purchasing thresholds that departments need to adhere to when procuring supplies or public works projects. Currently, departments need to obtain three quotes when the commodity or public works project is \$300 or more. Under the new changes, this threshold would be increased to \$2,000 for commodities and \$5,000 for public works projects with the purchasing agent or county manager still processing the discretion to approve all requests. This would bring Schenectady County in line with neighboring counties of similar size and General Municipal Law requires all municipalities to periodically review and update their Purchasing Policies and Procedures.

**Sponsor:** Legislator Fields

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



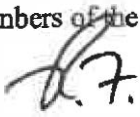
RORY FLUMAN  
COUNTY MANAGER

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

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

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Thomas Bellick, Purchasing Agent

**Date:** June 30, 2023

**Re:** Authorization to Adopt the Schenectady County Purchasing Policy with an Updated Purchasing Manual Threshold

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Attached is a memorandum from Thomas Bellick, Purchasing Agent, requesting authorization to adopt an update version of the Schenectady County Purchasing Policy. This policy would include changes to the purchasing thresholds that departments need to adhere to when procuring supplies or public works projects. Currently, departments need to obtain three quotes when the commodity or public works projects is \$300 or more. Under these new changes, this threshold would be increased to \$2,000 for commodities and \$5,000 for public works projects, with the Purchasing Agent or County Manager still possessing the discretion to approve all requests. This would bring Schenectady County *in-line* with neighboring counties and counties of similar size.

I recommend your approval.



# County of Schenectady

NEW YORK

Thomas Bellick  
Purchasing Agent  
[cole.plows@Schenectadycounty.com](mailto:cole.plows@Schenectadycounty.com)  
(518) 388-4240

**SCHENECTADY COUNTY PURCHASING DEPARTMENT**  
County Office Building  
620 State Street – 2<sup>nd</sup> Floor  
Schenectady, New York 12305  
Website: [www.schenectadycounty.com](http://www.schenectadycounty.com)

**To: Rory Fluman, County Manager**  
**From: Thomas Bellick, Purchasing Agent**  
**Date: June 2, 2023**  
**RE: 2023 Purchasing Policy & Purchasing Manual Threshold Updates**  
**CC: Shane Bargo, Deputy County Manager**  
**Jaclyn Falotico, Commissioner of Finance**  
**Margaret Aragosa, Assistant Purchasing Agent**  
**Cole H. Plows, Purchasing & Specifications Representative**

Dear Rory,

The purchasing thresholds for requiring departments to obtain three (3) quotes is \$300 or more, which is not consistent with current pricing and other neighboring or similar (by population size) counties' threshold policies. We propose for your approval raising the thresholds for commodities to \$2,000 and \$5,000 for public works projects, which would allow the Purchasing Agent and/or County Manager to approve purchases without needing three (3) quotes. Raising the thresholds will alleviate turn around and wait times for supplies and needed projects. Anything over \$2,000 for commodities and \$5,000 for public works projects would require three (3) quotes. Ultimately, the Purchasing Agent and/or County Manager still have discretion to approve all purchases and can request departments to provide three (3) quotes even if prices fall under \$2,000 for commodities and \$5,000 for public works projects. Also, if commodities or public work projects have previously gone through the contract process elsewhere (i.e. NYS Contract, OMNIA, TIPS, etc.) these thresholds would not apply. Please see attached the proposed thresholds for commodities and public works projects from the Purchasing Department.

Thank you for your consideration.

Respectfully,  
**Thomas Bellick**  
*Purchasing Agent*  
County of Schenectady  
620 State St., 2nd Floor  
Schenectady, NY 12305  
(518)-388-4240



**Attachment 1**

**Current Thresholds for Commodities**

Under \$300	Awarded at the discretion of the Purchasing Agent and/or the County Manager
\$300-\$1,999	Minimum 3 Verbal Quotes. Awarded at the discretion of the Purchasing Agent
\$2,000-\$19,999	Minimum 3 Written Quotes via formal quote, email or facsimile. Awarded at the discretion of the Purchasing Agent
\$20,000 & Above	Sealed, public bid per GML §103

**Recommended Thresholds for Commodities (Under \$20,000):**

Under \$2,000	Awarded at the discretion of the Purchasing Agent and/or the County Manager
\$2,000-\$5,000	Minimum 3 Verbal Quotes. Awarded at the discretion of the Purchasing Agent and/or the County Manager
\$5,001-\$19,999	Minimum 3 Written Quotes via formal quote, email or facsimile. Awarded at the discretion of the Purchasing Agent and/or the County Manager
\$20,000 & Above	Sealed, public bid per GML §103

**Attachment 2**

**Current Thresholds for Public Works (Under \$35,000):**

Under \$300	Awarded at the discretion of the Purchasing Agent and/or the County Manager
\$300-\$1,999	Minimum 3 Verbal Quotes. Awarded at the discretion of the Purchasing Agent
\$2,000-\$34,999	Minimum 3 Written Quotes via formal quote, email or facsimile. Awarded at the discretion of the Purchasing Agent
\$35,000 & Above	Sealed, public bid per GML §103

**Recommended Thresholds for Public Works (Under \$35,000):**

Under \$5,000	Awarded at the discretion of the Purchasing Agent and/or the County Manager
\$5,000-\$34,999	Minimum 3 Written Quotes via formal quote, email or facsimile. Awarded at the discretion of the Purchasing Agent and/or the County Manager
\$35,000 & Above	Sealed, public bid per GML §103

## **Schenectady County Purchasing Policy**

### **Purchasing Objectives:**

- 1 To acquire quality goods and services for County departments to use in fulfilling their responsibilities.
- 2 To ensure that these goods and services will be available at the proper time and place, and in the appropriate quantity.
- 3 To maximize the value of taxpayer funds in procuring goods and services.

### **Principles/Standards:**

- Schenectady County conducts its purchasing in accordance with the laws of New York State, the County Charter, and the County Administrative Code. The Purchasing Guidelines follow the legal requirements established in these statutes.
- The County is responsible for providing a purchasing program that ensures fairness and integrity, and guards against favoritism, fraud, and corruption.
- A central Purchasing Agent is responsible for County purchasing. The Agent ensures that procurements are made in compliance with State and County laws and that the purchasing objectives (above) are met.
- The County seeks to fulfill its needs for goods and services through open competitive bidding wherever practical and possible. Information is readily available to potential bidders.
- The County encourages all segments of the business community, including businesses owned by minorities and women, to participate in its purchasing program.
- In order to maximize purchasing power, the County Purchasing Agent negotiates and/or utilizes county-wide and New York State contracts to purchase goods and services whenever possible.

### **Purchasing Rules and Guidelines:**

#### **Schenectady County Purchasing Agent**

In accordance with New York State Law<sup>1</sup>, the following individuals are responsible for purchasing:

- County Manager
- Commissioner of Finance
- Purchasing Agent
- Assistant Purchasing Agent

The Purchasing Agent is responsible for administering the County's purchasing program. The Agent's responsibilities include:

- Providing information and assistance to County departments, vendors, and the public.
- Soliciting, administering, advertising and opening all competitive bids.
- Negotiating and issuing purchase orders for items needed by County departments.
- Negotiating county-wide contracts for goods and services routinely used by County departments (and other municipalities, if applicable).

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<sup>1</sup> General Municipal Law §104-b(2)(f)

- Determining the classification of purchases.
- Establishing, implementing, and monitoring purchasing policies.

In order to promote efficiency and flexibility in the purchasing process, the County Manager and the Purchasing Agent may allow departments to order merchandise directly with vendors approved under County or State contracts, or purchasing consortiums. The Purchasing Agent will provide departments with a listing of such vendors, items, and prices on a regular basis.

**Note: The Purchasing Agent does not handle transactions for the purchase and lease of real property.**

These rules set forth in this policy are based on the requirements of Article 5-A, Section 103 of New York State General Municipal Law, the Schenectady County Charter, and the Schenectady County Administrative Code.

## Purchasing Requirements

### **1. Purchase of Equipment, Materials, Supplies, or Contracting for Public Works**

Commodities are considered to be materials, supplies, and equipment, while Public Works are considered to be services, labor, or construction. If a contract involves both service and equipment, the total character of the contract should be determined based on the primary purpose of the purchase.<sup>2</sup>

#### **For Commodities**

##### *Purchases less than \$2,000*

Purchases less than \$2,000 will be made at the discretion of the County Manager, the Purchasing Agent, or the County Manager's designee.

##### *Purchases of \$2,000-\$5,000*

Departments send a request (requisition) to the Purchasing Agent. At a minimum, three verbal quotes from vendors must be obtained, and a purchase order is issued to the lowest qualified bidder.

##### *Purchases of \$5,001-\$19,999*

Departments send a request (requisition) to Purchasing Agent. At a minimum, three written quotes from vendors must be obtained, and a purchase order is issued to the lowest qualified bidder.

#### **For Public Works**

##### *Purchases less than \$5,000*

Purchases less than \$5,000 will be made at the discretion of the County Manager, the Purchasing Agent, or the County Manager's designee.

##### *Public Works Purchases of \$5,000-\$34,999*

Departments send a request (requisition) to Purchasing Agent. At a minimum, three written quotes from vendors must be obtained, and a purchase order is issued to the lowest qualified bidder.

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<sup>2</sup> See Office of the State Comptroller guidance document "Seeking Competition in Procurement."

## **2. Competitive Bidding**

### *Purchases \$20,000 and above or Public Works Purchases \$35,000 and above<sup>3</sup>*

Materials, supplies, and equipment purchases in aggregate of more than twenty thousand dollars per year, or public works contracts in aggregate of more than thirty-five thousand dollars per year to an individual vendor must be competitively bid. The aforesaid amounts may be increased automatically as provided for in Article 5-A, Section 103 of New York State General Municipal Law. The Purchasing Agent works with the responsible department in developing bid specifications. Requests for bids are advertised in the legal advertising section of the County's official newspaper designated by the County Legislature and are distributed online through a free, public forum.<sup>4</sup> There must be a minimum of five days between the first day of bid publication and the public opening of bids by the Purchasing Agent.<sup>5</sup> The Purchasing Agent and the department will review bid results to determine the award, which is made to the lowest responsible bidder.

### *Open Purchase Orders*

If a vendor will be used repeatedly, it is appropriate to execute a contract or an "open purchase order", so that the procurement/bidding process does not have to be repeated each time an order is placed. "Open purchase orders" may also be used for small purchases from approved vendors for items needed to complete immediate projects where other procurement methods would provide costly delays.

### *Public Posting in Lieu of Quotes*

If three verbal or written quotes cannot be obtained for purchases under the formal bid threshold, but the purchase does not qualify as a sole source, the Purchasing Agent may ensure competitive procurement of the product by publically posting an online solicitation and then making the purchase from the lowest qualified quote.

## **3. Purchase of Services**

### *Professional Services*

The purchase of professional services is initiated by the department in need of the services.<sup>6</sup> Consistent with State General Municipal Law, Article 5A, Section 104-B, professional services must be procured in a manner that assures the prudent and economical use of public monies in the best interest of the taxpayers. The selection method to be used may include (but is not limited to) the following: request for proposals, request for qualifications, recruitment, or open acceptance of proposals. Professional services contracts awarded with State or federal funds must follow any bidding requirements set forth in State, federal or other applicable statutes and guidelines. Once the service provider is selected, the department should work with the County Attorney's Office to prepare a contract, which must be approved by the County Attorney, the Purchasing Agent, the Commissioner of Finance and the County Manager.

### *Maintenance Agreements*

Maintenance agreements for equipment are procured through the Purchasing Agent. The Purchasing Agent administers these contracts and must competitively acquire these services or provide sole source justification.

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<sup>3</sup> General Municipal Law §103(1)

<sup>4</sup> General Municipal Law §103 (2)

<sup>5</sup> General Municipal Law §103(2)

<sup>6</sup> According to OSC Guidance Document "Seeking Competition in Procurement" Issued January 2009, professional services are defined as "requiring specialized or technical skills, expertise or knowledge, the exercise of professional judgment, or a high degree of creativity."



### *Equipment Leases/Rentals*

Equipment leases and rental agreements may only be negotiated and approved by the Purchasing Agent.

### *Specialized Services*

Other services unique to individual departments should be procured using the guidelines for purchases of materials, supplies, and equipment, based on the cost of the service.

## **4. Public Works Construction Contracts Exceeding \$200,000**

Public works construction contracts exceeding \$200,000 may only be awarded to contractors and subcontractors that have an approved apprenticeship program as provided for in Article 23 of the New York State Labor Law and meet State, Federal, or Schenectady County Minority and Women-Owned Business Utilization goals as appropriately apply.<sup>7</sup>

## **5. Exceptions to Competitive Procurement Requirements**

### *Existing State and County Contracts<sup>8</sup>*

Purchases of commodities and Public Work may be made under existing contracts with New York State maintained by the Office of General Services or other counties within New York State. Other county contracts must have a provision extending their use to other local governments. When purchasing off of an existing contract the contract details must be documented on the requisition.

### *Emergency Procurement<sup>9</sup>*

In an emergency situation the Purchasing Agent has the authority to make expenditures below the legal competitive bid threshold (\$20,000 for commodities and \$35,000 for public works) without seeking quotes. The Department head requesting the purchase must explain the emergency situation in writing.<sup>10</sup> If the situation requires purchases or contracts above the legal bid threshold, the County Manager must authorize the expenditure by declaring the emergency situation in writing.

### *Sole Source Procurement*

A purchase may be exempt from competitive procurement if the Purchasing Agent makes a reasonable effort to determine that the item or service required is only available from one source. The Agent must document the reason(s) for sole source procurement. If the procurement is above the legal competitive bid threshold it must be approved by the County Manager.

### *Hospital Purchases<sup>11</sup>*

Purchases of hospital supplies and services may be made without competitive bidding if made under joint contracts with other public or private hospitals or medical facilities.

### *Preferential Vendors<sup>12</sup>*

Purchases from agencies for the disabled (e.g., NYSID) and correctional facilities (e.g., Corcraft) are exempt from competitive bidding. County departments are encouraged to purchase materials, supplies,

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<sup>7</sup> See the Schenectady County Equal Opportunity and Affirmative Action Plan

<sup>8</sup> General Municipal Law §104, §103(3)

<sup>9</sup> General Municipal Law §103(4)

<sup>10</sup> Emergency situations are defined as in General Municipal Law §103(4) as "a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action"

<sup>11</sup> General Municipal Law §103(8); Glendale Nursing Home is considered a municipal hospital under OSC Opinion 89-2.

<sup>12</sup> State Finance Law §162(1),(2)

and equipment from these entities whenever possible after the department has determined the form, function, and utility of preferred source products and services meet the department's requirements.

#### *Cooperatives & Piggyback Contracts*

In lieu of obtaining written quotes for purchases of commodities up to \$20,000; the Director of Purchasing is authorized to make such purchases using established national and regional cooperative purchasing contracts, including, but not limited to, the contracts issued by the following entities: the U.S. General Services Administration (GSA) Schedule 70 Information Technology, Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), U.S. Communities Government Purchasing Cooperative, Western States Contracting Alliance (WSCA), National Joint Powers Alliance (NJPA), or the HGACBuy Cooperative Purchasing Program.<sup>13</sup>

#### **6. Energy Star Purchasing Program**

Consistent with Schenectady County Legislation Resolution 66-08, all agencies and departments must purchase Energy Star-certified products when available unless the Department Head can demonstrate to the County Manager, in writing, that the product is not available competitively, is not available within a reasonable time frame, or does not meet appropriate performance standards.

#### **7. Fraud, Waste and Abuse Prevention Policy Compliance**

All departments must comply with the Schenectady County Fraud, Waste and Abuse Prevention Policy, including referencing the policy in contracts or written agreements for services.

### **Purchasing Procedures**

Detailed departmental and vendor purchasing procedures are available in separate documents, which are available from the County Purchasing Agent.

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<sup>13</sup> General Municipal Law §103 (16)