

County of Schenectady

NEW YORK

ANTHONY JASENSKI

CHAIR OF THE LEGISLATURE

GEOFFREY T. HALL CLERK OF THE LEGISLATURE

SCHENECTADY COUNTY LEGISLATURE

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

JANUARY 2024 COMMITTEE MEETING SCHEDULE

DATE: 29 December 2023

TO: Honorable Schenectady County Legislators FROM: Geoffrey T. Hall; Clerk of the Legislature

SUBJECT: Committee Meetings

Tuesday, January 2, 2024

620 State Street Legislative Chambers Sixth Floor – 7:00 PM

7:00 P.M. Committee on Health, Housing & Human Services page 1

Legislator Ostrelich, Chair

Followed by: Committee on Public Facilities, Transportation & Infrastructure page 7

Legislator Patierne, Chair

Followed by: Committee on Ways & Means page 53

Legislator Fields, Chair



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: December 29, 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 Tuesday, January 2, 2024 at 7:00 p.m Schenectady County Office Building, Legislative Chambers, Sixth Floor

<u>Item</u>		Title	Sponsor	Co-Sponsor
HHHS	1	A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 12/29/2023

Reference: Health, Housing and Human Services

Dual Reference: Wavs and Means

Initiative: HHHS 1

Title of Proposed Resolution:

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

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions at the Schenectady County Public Health Department

Summary of Specific Provisions:

Authorizes the elimination of Accountant (CSEA Grade 14) position and the creation of the position of Principal Account Clerk (CSEA Grade 11) at Schenectady Public Health Services

Effects Upon Present Law:

The County of Schenectady's Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate staffing changes within the Office of Public Health Services.

Establish and Increase Appropriation Code By:

A514310._01263 Personnel Services – Principal Account Clerk \$51,000

Decrease Appropriation Code By:

A514310._01222 Personnel Services – Accountant \$61,018

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

Justification:

Keith Brown, Director of Public Health, indicates, that after an extensive search, the department has been unable to fill the vacant position of Accountant and this new position of Principal Account Clerk would better fit the needs of the department. The clerk would also assist with the department's fiscal and operational resources

Sponsor: Legislator Ostrelich

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To:

Honorable Chairperson and Members of the Legislature

From:

Rory Fluman, County Manager

CC:

Geoffrey T. Hall, Clerk of the Legislature

Alissa Foster, Deputy Clerk of the Legislature Keith Brown, Director of Public Health

Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date:

December 29, 2023

RE:

Authorization to Eliminate and Create Positions at Public Health Services

Attached is a memorandum from Keith Brown, Director of Public Health, requesting authorization to eliminate the position of Accountant (CSEA Grade 14) and create the position of a Principal Account Clerk (CSEA Grade 11). As Mr. Brown indicates, this change would better fit the needs of the department as a Principal Account Clerk would assist with the department's fiscal and operational resources.

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.



TO:

Rory Fluman, County Manager

FROM:

Keith Brown, Public Health Director

RE:

Legislative Action - January 2024 Legislative Meeting

Requesting Legislative Approval to eliminate one Accountant position and create and

additional Principal Account Clerk position

CC:

Jennifer Bargy, Deputy County Manager

Jaclyn Falotico, Commissioner of Finance

DATE:

12/15/2023

Dear Rory,

Schenectady County Public Health Services is requesting that the vacant Accountant position (grade 14) be eliminated, and a Principal Account Clerk position (grade 11) be created in its place. After an extension search, we have been unable to fill the Accountant position. Because Community Services now benefits from the fiscal and operational resources of the overall health department, we believe that a principal account clerk will be sufficient for their needs and will be an easier position to fill.

I am requesting Legislative approval to make this change. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH Public Health Director County of Schenectady 620 State Street, 3rd Floor, Schenectady, N. Y. 12305 (518) 388-4260 (518) 388-4248 Fax



Memo

TO:

Rory Fluman, County Manager

FROM:

Jaclyn Falotico, Commissioner of Finance

DATE:

December 22, 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 2024 Operating Budget to accommodate staffing changes within the Office of Public Health Services.

Establish and Increase Appropriation Code By:

A514310._01263

Personnel Services - Principal Account Clerk

Decrease Appropriation Code By:

A514310._01222

Personnel Services - Accountant

<u>\$61,018</u>

\$51,000

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

Department of Human Resources

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: December 29, 2023

Re: Elimination and Creation of Positions in Public Health Services

The Office of Public Health Services has requested the elimination of the position Accountant and the creation of the position Principal Account Clerk.

I recommend the creation of the position Principal Account Clerk at a CSEA Grade 11.

All necessary Civil Service action will occur at the January 21, 2024 Commission meeting. Thank you.



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:

December 29, 2023

TO:

Honorable Schenectady County Legislators

FROM:

Geoffrey T. Hall, Clerk of the Legislature

SUBJECT: COMMITTEE AGENDA

Committee on Public Facilities Honorable Patierne, Chair

Tuesday, January 2, 2024 at 7:00 p.m Schenectady County Office Building, Legislative Chambers, Sixth Floor

Item		Title	Sponsor	Co-Sponsors
PFTI	1	A RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING OF THE COSTS OF 100% OF THE COSTS OF A TRANSPORTATION PROJECT, WHICH MAY BE ELIGIBLE FOR FEDERAL-AID AND/OR STATE-AID, OR REIMBURSEMENT FROM BRIDGE NY FUNDS	Legislator Patierne	
PFTI	2	A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER A MULTI-YEAR LEASE AT THE SCHENECTADY COUNTY AIRPORT	Legislator Patierne	

LEGISLATIVE INITIATIVE FORM

Date:

12/29/2023

Reference:

Public Facilities, Transportation and Infrastructure

Dual Reference:

Ways and Means

Initiative:

PFTI 1

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING OF THE COSTS OF 100% OF THE COSTS OF A TRANSPORTATION PROJECT, WHICH MAY BE ELIGIBLE FOR FEDERAL-AID AND/OR STATE-AID, OR REIMBURSEMENT FROM BRIDGE NY FUNDS

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYS Department of Transportation through BRIDGE NY.

Summary of Specific Provisions:

Authorizes the acceptance of \$624,625 in funding from BRIDGE NY, a NYS Department of Transportation Federal Aid Local Project Agreement. The funding would provide for the preliminary and final design of the Muselbeck Road Bridge replacement project located in the Town of Princetown.

Effects Upon Present Law:

The Schenectady County Department of Finance provides the following amendment to the County's 2024 Capital Budget to establish a project budget for the preliminary and final design for the Muselbeck Road Bridge Replacement project.

CAPITAL BUDGET

Create Capital Project 5110240076 Muselbeck Road Bridge Replacement Design

Increase Appropriation Code By:

H545110.401000	Capital-Engineering & Public Works	\$657,500

Increase Revenue Code By:

H93333.5710	Obligation Serial Bonds	\$32,875
H43333.4591	Highway Fed-Capital Projects	\$624 625

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

Justification:

Peter Knutson, Director of Engineering, indicates that the existing 72-foot bridge was built in 1978, has reached the end of its useful life and is showing deck deterioration and significant rusting of the steel members. With Sansea Kill and its tributary conjoining just upstream of the bridge, previous scour protection had to be implemented by the County over the decades to help protect the existing structure. The BRIDGE NY program allows off-system bridges such as Muselbeck Road to receive funding they would normally not compete well through other grant programs. This program would cover 95% of the project cost with the remaining 5% paid by the County.

Sponsor: Legislator Patierne

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To:

Honorable Chairperson and Members of the Legislature

From:

Rory Fluman, County Manager

CC:

Geoffrey T. Hall, Clerk of the Legislature Alissa Foster, Deputy Clerk of the Legislature Paul Sheldon, Director of Public Works Jaclyn Falotico, Commissioner of Finance

Date:

December 29, 2023

RE:

Authorization to Accept Funding from NYS Department of Transportation

through BRIDGE NY

Attached is a memorandum from Paul Sheldon, Director of Public Works, requesting authorization to accept funding from BRIDGE NY, a NYS Department of Transportation federal aid local project agreement, in the amount of \$624,625. As Mr. Sheldon indicates, the funding will pay 95% of the amount for the project with a 5% price match from the County. This funding will go towards the preliminary and final design for the Muselbeck Road Bridge Repairment project located in the Town of Princetown. The bridge has reached the end of its useful life and is showing signs of deterioration.

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

I recommend your approval.

Schenectady County Inter-Department Memorandum

DATE:

December 18, 2023

TO:

Rory Fluman, County Manager

FROM:

Paul Sheldon, P.E., Director of Public Works

COPIES:

File

SUBJECT:

Bridge NY Funding - Muselbeck Road over Sandsea Kill Bridge Replacement



PIN 1762.88, D041333 Town of Princetown

Federal Aid Local Project Agreement

I have attached a memorandum from Peter Knutson, Director of Engineering, regarding a New York State Department of Transportation (NYSDOT) federal aid local project agreement that provides funding for preliminary and final design for the Muselbeck Road Bridge Replacement project located in the Town of Princetown. The funding for the project is through the BRIDGE NY program which covers 95% of the project cost with the remaining 5% paid by the County. The BRIDGE NY program allows off-system bridges such as Muselbeck Road to receive funding where they would not normally compete well through other grant programs.

I recommend acceptance of the project funding from NYSDOT.

Thank you for your consideration.

COUNTY OF SCHENECTADY

Memorandum =

DATE: December 11, 2023

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

FROM: Peter Knutson, P.E., Director of Engineering

COPY: File

SUBJECT: Adoption of BridgeNY funding for replacement of Muselbeck Road bridge over

Sansea Kill

We are requesting the legislature accept the grant awarded to the County as part of the Governor's Five-year Capital Program, which has given Schenectady County the opportunity to replace the bridge over the Sansea Kill on Muselbeck Road in Princetown.

The existing 72-foot long bridge was built in 1978 and has reached the end of is useful life and is showing deck deterioration and significant rusting of the steel members. The abutments are not founded on piles and are susceptible to scour failure. With the Sansea Kill and its tributary conjoining just upstream of the bridge, previous scour protection had to be implemented by the county over the decades to help protect the existing structure.

The State agreed with the proposed design cost and has offered the county a sum of \$657,500.00 for Design and Right of Way incidentals.

BridgeNY funding is paid on the basis of 95% Federal and 5% Local shares. The funding breakdown is as follows:

Project	Federal Share	Local Share	Total
Muselbeck Road	\$624,625	\$32,875.00	\$657,500.00

We are recommending the legislature formally accept these funds for the project:

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



Memo

TO:

Rory Fluman, County Manager

FROM:

Jaclyn Falotico, Commissioner of Finance

DATE:

December 28, 2023

SUBJECT:

Capital Budget Amendment - DEPW Muselbeck Road Bridge Replacement

The Schenectady County Department of Finance provides the following amendment to the County's 2024 Capital Budget to establish a project budget for the preliminary and final design for the Muselbeck Road Bridge Replacement project.

CAPITAL BUDGET

<u>Create Capital Project 5110240076 Muselbeck Road Bridge Replacement Design Increase Appropriation Code By:</u>

H545110.401000

Capital-Engineering & Public Works

\$657,500

Increase Revenue Code By:

H93333.5710

Obligation Serial Bonds

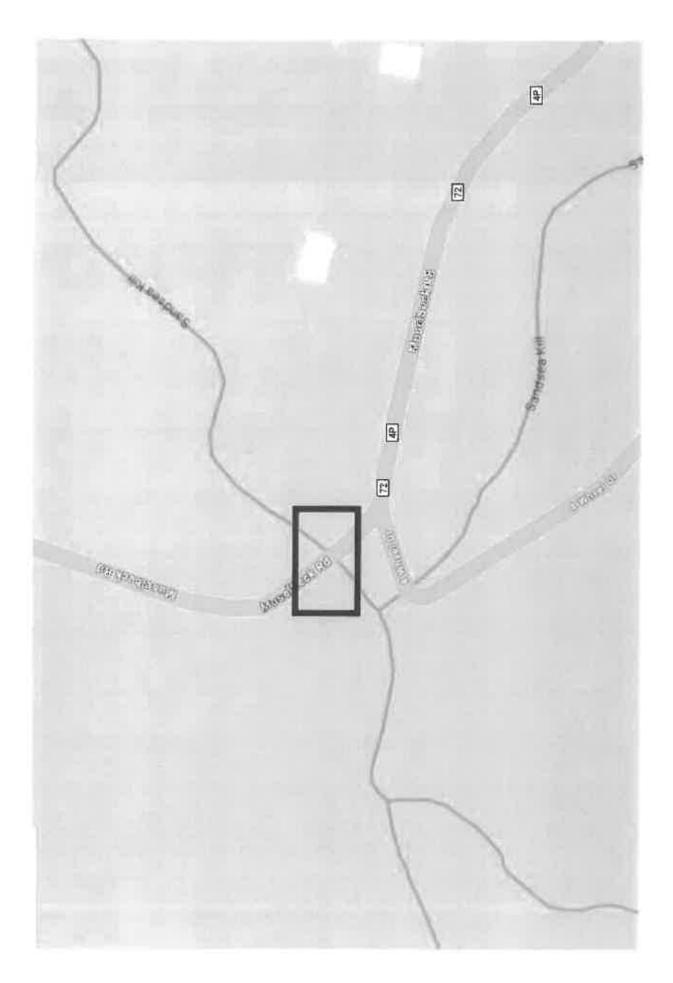
\$32,875

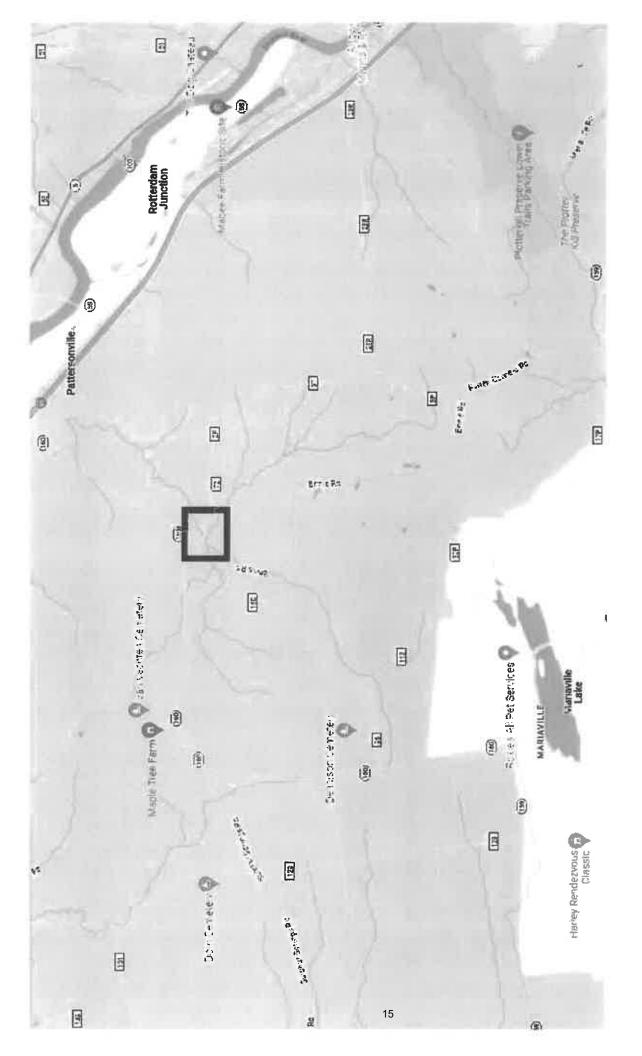
H43333.4591

Highway Fed-Capital Projects

\$624,625

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





SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY (Bridge Project) RESOLUTION NUMBER:

Authorizing the implementation and funding of the costs of 100% of the costs of a transportation project, which may be eligible for federal-aid and/or state-aid, or reimbursement from Bridge NY funds.

WHEREAS, a project for the <u>Bridge NY, Muselbeck Road over Sansea Kill Bridge Replacment</u>, P.I.N. <u>1762.88/D041333.</u>(the Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of <u>95</u>% Federal funds and <u>5</u>% non-federal funds; and

WHEREAS, the County of Schenectady will design, let and construct the Project: and

WHEREAS, the <u>County of Schenectady</u> desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

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

RESOLVE, that the <u>County of Schenectady</u> Board of Supervisor hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the <u>County of Schenectady</u> Board of Supervisor hereby authorizes the <u>County of Schenectady</u> to pay 100% of the cost of Design and Construction phase of work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or relmbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$657,500.00 (six hundred fifty-six thousand seven hundred twenty-six) is hereby

RESOLVED, that the <u>County of Schenectady</u> Board of Super of shall be responsible for all costs of	f the Project which ex	ceed the amount o	f federal-aid, state
aid, or NY Bridge funding awarded to the	of	; and	d it is further
RESOLVED, that in the event the Project costs not covered amount appropriated above, the of excess amount immediately upon the notification by the	shall convene a	is soon as possible	to appropriate said
RESOLVED, that hereby agree twenty-four (24) months after award and the construction months; and it is further.	es that construction on the project of the Project	f the Project shall is shall be completed	begin no later than d within thirty (30
			ha and to
RESOLVED, that the of the	of the	of	ne and is
RESOLVED, that the of the of the of the certifications or reimbursement requests for federal-aid ar	of the of	of all necessa	ry agreements,

RESOLVED, this Resolution shall take effect immediately.

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation

by attaching it to any necessary Agreement in connection with the Project; and it is further

MUNICIPALITY/SPONSOR: Schenectady County PROJECT ID NUMBER: 1762.88 BIN:

CFDA NUMBER: 20.205 PHASE: PER SCHEDULES A

Federal aid Local Project Agreement

COMPTROLLER'S CONTRACT NO **D041333**

This Agreement is by and between:

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

and

the <u>Schenectady County</u> (the "Municipality/Sponsor") acting by and through <u>County Legislature</u> with its office at <u>100 Kellar</u>, <u>Schenectady</u>, <u>New York</u> <u>12306</u>.

This Agreement covers eligible costs incurred on or after / /

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

WITNESSETH:

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

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

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

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

MUNICIPALITY/SPONSOR: Schenectady County PROJECT ID NUMBER: 1762.88 BIN:

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

MUNICIPALITY/SPONSOR: Schenectady County

PROJECT ID NUMBER: 1762.88 BIN:

CFDA NUMBER: 20,205 PHASE: PER SCHEDULES A

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

- 3. Municipal/Sponsor Deposit. Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.
- 4. Payment or Reimbursement of Costs. For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of Marchiselli aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor with Federal aid and, if applicable, Marchiselli ald as described below. NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly for a typical project. In all cases, reimbursement requests must be submitted at least once every six months.
 - 4.1 Federal aid. NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.
 - 4.1.1 Participating Items. NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be located on the Federal Aid Highway System ("FAHS"), except for bridge and safety projects which can be located off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.
- 4.2 Marchiselli Aid (if applicable). NYSDOT will request State Comptroller reimbursement to the Municipality of the upset amount and designated percentage in Schedule A of the non-overmatched non-Federal share of Federal participating cost, (the "State share"), incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. Not all Federal aid-eligible participating costs are eligible for Marchiselli aid. Only "Eligible Project Costs" (as defined in Marchiselli Program instructions issued by NYSDOT) incurred after April 1, 1991 are reimbursable.
 - 4.2.1 Marchiselli Eligible Project Costs. To be eligible for Marchiselli Aid, Project costs must: (a) be eligible for Federal participation as described under 4.1 above; (b) be for work which, when completed, has a certifiable service life of at least 10 years; (c) be for work that relates directly and exclusively to a municipally-owned highway, bridge or highway-railroad crossing located off the State Highway System; and (d) be submitted for reimbursement in accordance with 4.2.2.

- 4.2.2 Marchiselli Reimbursement Requests. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)) which governs fund disbursements from the issuance of tax-exempt bonds. Hence, expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.
- 4.2.3 Marchiselli Extended Records Retention Requirements.
 - 4.2.3.1 To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:
 - Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and
 - b) Documents, if any, evidencing the sale or other disposition of the financed property.
 - 4.2.3.2 The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project cost(s).
 - 4.2.3.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.
- 4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding:
 - (a) the amount stated in Schedule A for the Federal Share; or
 - (b) the amount stated in Schedule A as the State (Marchiselli) share.
- 4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.
- 4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To affect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

MUNICIPALITY/SPONSOR: Schenectady County PROJECT ID NUMBER: 1762,88 BIN:

CFDA NUMBER: 20.205 PHASE: PER SCHEDULES A

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

- 6. State Recovery of Ineligible Reimbursements. NYSDOT shall be entitled to recover from the Municipality/Sponsor any monles paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or Marchiselll Aid hereunder.
- 7. Loss of Federal Participation. In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.
- 8. Municipal/Sponsor Liability.
 - 8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.
 - 8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.
 - 8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

MUNICIPALITY/SPONSOR: Schenectady County PROJECT ID NUMBER: 1762.88 BIN:

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- 8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- 8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- 9. Maintenance. The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.
 - 9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.
 - 9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.
 - 9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.
- 10. Independent Contractor. The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage,

Federal Ald Local Project Agreement (02/19)
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Unemployment Insurance benefits, Social Security or Retirement membership or credit.

- 11. Contract Executory; Required Federal Authorization. It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.
- 12. Assignment or Other Disposition of Agreement. The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.
- 13. Term of Agreement. As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and Marchiselli-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by Itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.
 - 13.1 Time is of the essence (Bridge NY Projects). The Municipality/Sponsor understands and agrees that construction of Bridge NY Projects shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction.
- 14. NYSDOT Obligations. NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.
- 15. Offset Rights. In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds
- 16. Reporting Requirements. The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and

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

17. Notice Requirements.

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

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

New York State Department of Transportation (NYSDOT)

Name: Lorenzo DiStefano, P.E.

Title: RLPL

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

Telephone Number: <u>518-485-1715</u> Facsimile Number: <u>518-457-4640</u>

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

[Municipality/Sponsor] Schenectady County

Name: Josh Hawley,PE

Title: Schenectady County Department of Public Works

Address: 100 Kellar Avenue. Schenectady, NY 12306

Telephone Number: 518-863-1360

Facsimile Number:

E-Mail Address: <u>josh.hawley@schenectadycounty.ny.gov</u>

- 17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.
- 18. Electronic Contract Payments. Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State

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

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

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

- 19. Compliance with Legal Requirements. Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:
 - 19.1 Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), External Programs; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.
 - 19.1.1 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.
 - 19.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.
 - 19.3 28 CFR 35.105, which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition Plan addressing compliance with the Americans with Disabilities Act (ADA).
- 20. Compliance with Procedural Requirements. The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Local Projects Manual (LPM), which, as such, may be amended from time to time. Locally administered Federal aid transportation projects must be constructed in accordance with the current version of NYSDOT Standard Specifications; Construction and Materials, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may

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

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

MUNICIPALITY/SPONSOR: MU	MUNICIPALITY/SPONSOR ATTORNEY:				
Ву: Ву	By: Print Name:				
Print Name: Pri					
Title:					
STATE OF NEW YORK					
COUNTY OF Schenectady)ss.:					
On this day of to mand say that he/she resides at of the Mu	, 20 before me personally came ne known, who, being by me duly sworn did depose ; that he/she is the				
executed the above instrument; (except New Y of said Municipal was duly adopted onan hereof; and that he/she signed his name thereto by li	ork City) that it was executed by order of the I/Sponsor Corporation pursuant to a resolution which d which a certified copy is attached and made a part ke order.				
	Notary Public				
APPROVED FOR NYSDOT:	APPROVED AS TO FORM: STATE OF NEW YORK ATTORNEY GENERAL				
Ву:					
For Commissioner of Transportation	By:Assistant Attorney General				
Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.	COMPTROLLER'S APPROVAL:				
Date:	By: For the New York State Comptroller				
	Pursuant to State Finance Law §112				

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements NYSDOT/ State-Local Agreement - Schedule A for PIN 1762.88

OSC Contra	act #: <u>D041333</u>	Contract Start Date:		t End Date: // (mm/dd/yyyy) If date changed from the last Schedule A
Purpose:		tandard Agreement	☐ Supplementa	I Schedule A No.
Agreement Type:	Locally Administered	Municipality/Sponsor (Other Municipality/Sponsor)	(Contract Payee): Scher onsor (if applicable):	nectady County
		List participating Municipality(les Municipality this Schedule A appl Municipality: Municipality: Municipality:		r each and indicate by checkbox which % of Cost share % of Cost share % of Cost share
Authorized P	Project Phase(s) to which	this Schedule applies:	□ PE/Design □ ROW Acquisition	□ ROW Incidentals □ Construction/CI/CS
Work Type:	BR REPLACE	County (If different from	om Municipality):	
	Description has changed from last Sc ription: Bridge NY Replacem	· —	ver Sansea Kill	
Marchiselli E	iligible 🗌 Yes 🖾 No			
A Gumme	on, of Participating Coe	A EOD ALL DUACE		

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered
4700 00 404	Current	Other (see FN)	\$626,000.00	\$594,700.00	\$0.00	\$31,300.00	\$0.00
1762,88.121	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
1762.88.221	Current	Other (see FN)	\$31,500.00	\$29,925.00	\$0.00	\$1575.00	\$0.00
1/02.00.221	Old		\$ D.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
20 H (K)	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
ලා ප	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
39.6	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
300 E	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
(6): 72	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
(90) E.	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
180	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0 .00
	-Old · · ·		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOT	AL CURREN	IT COSTS:	\$657,500.00	\$624,625.00	\$ 0.00	\$32,875.00	\$ 0.00

NYSDOT/State-Local Agreement - Schedule A PIN 1762.88

3. Local Deposit(s) from Section A:	\$ 0.00
Additional Local Deposit(s)	\$0.00
Total Local Deposit(s)	\$ 0.00

	Cost	Cost	ALL SOURCES Cost
\$624,625.00	\$ 0.00	\$32,875.00	\$657,500.00
		Total FEDERAL Cost	\$624,625.00
		Total STATE Cost	\$ 0.00

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Josephine Carrasguillo</u> Phone No: <u>518-457-0817</u>
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See Agreement (or Supplemental Agreement Cover) for required contract signatures.

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

- This Master Agreement contains Preliminary Design and Right of Way. Preliminary Design Total = \$373,000.00 Detailed Design = \$253,000.00 Right of Way = \$31,500.00
- This is a Bridge NY Bridge project. Reimbursement for this project is capped at \$3,366,000.00 (the amount shown above). This is 95% Federally funded and 5% Local Funding.
- Projects must begin construction no later than 24 months after award; award is defined as approved State-Local Agreement (SLA) by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed 30 months of commencing construction; construction is defined as an award
 to a contractor or commencement of work by municipal forces. Therefore, Sponsors are strongly encouraged
 to have projects substantially complete 24 months of commencing construction.

Schedule A (01/2023)

Press F1 to read instructions in blank fields

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- 6
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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

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

A1. Preliminary Engineering ("PE") Phase

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

	Phase/Sub-phase/Task Responsibility:	NYSDOT	Sponsor
11	Prepare demolition contracts, utility relocation plans/contracts, and ar other plans and/or contract documents required to advance, separat any portions of the project which may be more appropriately progresse separately and independently.	e,	
12	. Compile PS&E package, including all plans, proposals, specification estimates, notes, special contract requirements, and any other contra documents necessary to advance the project to construction.	s, 🗌 ct	
13	. Conduct any required soils and other geological investigations.		\boxtimes
14	Obtain utility information, including identifying the locations and types utilities within the project area, the ownership of these utilities, an prepare utility relocations plans and agreements, including completic of Form HC-140, titled Preliminary Utility Work Agreement.	nd	
15	Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (includin identification and delineation of wetlands), SPDES, NYSDOT Highwat Work Permits, and any permits or other approvals required to comp with local laws, such as zoning ordinances, historic districts, talessessment and special districts.	ig iy ty	
16	Prepare and execute any required agreements, including:		\boxtimes
	- Railroad force account		
	- Maintenance agreements for sidewalks, lighting, signals, betterments		
	- Betterment Agreements		
	- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	of	
17.	Provide overall supervision/oversight of design to assure conformit with Federal and State design standards or conditions, including fine approval of PS&E (Contract Bid Documents) by NYSDOT.	by [] al	⊠
A2	. Right-of-Way (ROW) incidentals		
	Phase/Sub-phase/Task Responsibility:	NYSDOT	Sponsor
1.	Prepare ARM or other mapping, showing preliminary taking lines.		\boxtimes
2.	ROW mapping and any necessary ROW relocation plans.		\boxtimes
3.	Obtain abstracts of title and certify those having an interest in ROW to be acquired.	o 🗆	\boxtimes
١.	Secure Appraisals.		\boxtimes
5.	Perform Appraisal Review and establish an amount representing just compensation.	st 🗌	

	Phase/Sub-phase/Task	esponsibility: <u>N</u>	YSDOT	Sponsor
6.	Determination of exemption from public hearing the required by the Eminent Domain Procedure Law, include determination, as may be applicable. If NYSDOT is reacquiring the right-of-way, this determination may by NYSDOT only if NYSDOT is responsible for the Engineering Phase under Phase A1 of this Schedule	ding <i>de minimi</i> s esponsible for be performed he Preliminary		Ø
7.	Conduct any public hearings and/or informational meeti required by the Eminent Domain Procedures Law, provision of stenographic services, preparation and transcripts, and response to issues raised at such meeting	including the distribution of		
В.	Right-of-Way (ROW) Acquisition			
	Phase/Sub-phase/Task	esponsibility: N	YSDOT	Sponsor
1.	Perform all Right-of-Way (ROW) Acquisition we negotiations with property owners, acquisition of paccompanying legal work, payments to and/or deposition property owners; Prepare, publish, and pay for any notices; and all other actions necessary to secure title to, and entry to required properties. If NYSDOT is to acquired under the Municipality/Sponsor, the Municipality/Sponsor, the Municipality agrees to accept and take title to any and all permandights so acquired which form a part of the complete	properties and ts on behalf of required legal, possession of, juire property, remainder, on pality/Sponsor anent property		
2.	Provide required relocation assistance, including paymexpenses, replacement supplements, mortgage Intereclosing costs, mortgage prepayment fees.	nent of moving st differentials,		\boxtimes
3.	Conduct eminent domain proceedings, court and a actions required to acquire properties.	ny other legal		\boxtimes
4.	Monitor all ROW Acquisition work and activities, including processing of payments of property owners.	ing review and		
	Provide official certification that all right-of-way reconstruction has been acquired in compliance with appl State or Local requirements and is available for use projections of when such property(ies) will be ava properties are not in hand at the time of contract award.	icable Federal, and/or making		×
	Conduct any property management activities, including and collecting rents, building maintenance and repairs, activities necessary to sustain properties and/or tenants are vacated, demolished, or otherwise used for the consti	and any other until the sites		
	Subsequent to completion of the Project, conduct on management activities in a manner consistent with applicate and Local requirements including, as applicable, the of any ancillary uses, establishment and collection of maintenance and any other related activities.	icable Federal, e development		

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

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

Phase/Sub-phase/Task	Responsibility:	NYSDOT	Sponsor
12. Perform final inspection of the complete work to determinal quantities, prices, and compliance with plans spacehother construction engineering supervision and necessary to conform to Municipal, State and FHW including the final acceptance of the project by NYSDO	ecifications, and inspection wor /A requirements	d k	
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1 agency and the Comptroller General of the United Stheir authorized representatives, shall have the right of pertinent books, documents, papers, or other records subgrantees which are pertinent to the grant, in order examinations, excerpts, and transcripts.	States, or any of access to an of grantees and	y d	

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

- 1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Pinance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

- 4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- 5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture. sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
- 6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 3 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

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

- 7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
- 8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000. the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).
- 9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
- 10. <u>RECORDS</u>. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

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

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

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

- 12. EOUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:
- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

- apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.
- 13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- 14. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- 15. <u>LATE PAYMENT</u>. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
- 16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.
- 17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.
- 18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

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law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

- 19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.
- OMNIBUS PROCUREMENT ACT OF 1992 20. (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development Division for Small Business and Technology Development 625 Broadway Albany, New York 12245

Telephone: 518-292-5100

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

NYS Department of Economic Development Division of Minority and Women's Business Development 633 Third Avenue 33rd Floor New York, NY 10017

646-846-7364

email: mwbebusinessdev@esd.nv.gov

https://ny.newnycontracts.com/FrontEnd/searchcertifieddir

ectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended:
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.
- 21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors. and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.
- 22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law & 899-88 and 899-bb and State Technology Law § 208).
- COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

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employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. <u>CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.</u>

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

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

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

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

seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

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

- (1) <u>Compliance with Regulations</u>: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

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

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

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

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

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

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

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

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

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

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

FEDERAL SINGLE AUDIT REQUIREMENTS

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

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

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

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

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

THE CFDA IDENTIFICATION NUMBER

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

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

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

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- 20.219 Recreational Trails Program
- 20.XXX Highway Planning and Construction Highways for LIFE;
- 20.XXX Surface Transportation Research and Development;
- 20.500 Federal Transit-Capital Investment Grants
- 20.505 Federal Transit-Metropolitan Planning Grants
- 20,507 Federal Transit-Formula Grants
- 20.509 Formula Grants for Other Than Urbanized Areas
- 20.600 State and Community Highway Safety
- 23.003 Appalachian Development Highway System
- 23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

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

- (a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
- (b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
- (1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
- (2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

² http://www.cfda.gov/

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

- (3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.
- (c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.
- (d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.
- (e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:
- (1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.
- (2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.
- (3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS - U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

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

LEGISLATIVE INITIATIVE FORM

Date:

1/2/2024

Reference:

Public Facilities, Transportation and Infrastructure

Dual Reference:

Initiative:

PFTI 2

Title of Proposed Resolution:

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER A MULTI-YEAR LEASE AT THE SCHENECTADY COUNTY AIRPORT

Purpose and General Idea:

Provides Authorization to Call for a Public Hearing Regarding Proposed Multi-Year Agreement with Jackson Demolition at the County Airport

Summary of Specific Provisions:

Authorizes the calling for a public hearing on entering into a multi-year agreement with Jackson Demolition at the County Airport. Under this agreement, the County would lease out a one-acre parcel at the Airport to Jackson Demolition, for a 9,600 sq. ft. hangar to be built. This agreement would have a term of 20 years with two 5-year options.

Effects Upon Present Law:

None.

Justification:

In return for this lease, the County would receive \$12,000 annually, which would increase by 3% each year or the CPI, whichever is greater. The company would also make a payment in lieu of tax payment to the County, Town, and Scotia Glenville School District. All development costs will be incurred by Mr. Jackson.

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

Ray Gillen, Commissioner of Economic Development and Planning

Date:

December 29, 2023

RE:

Call for a Public Hearing Regarding a Multi-Year Agreement with Jackson

Demolition at the Schenectady County Airport

Attached is a memorandum from Ray Gillen, Commissioner of Economic Development and Planning, requesting a public hearing regarding a multi-year agreement with Jackson Demolition at the County Airport. Under this agreement, the County would lease out a one-acre parcel at the Airport to Jackson Demolition, the latter of which will then build a 9,600 square foot hangar.

In return for this lease, the County would receive \$12,000 annually, which would increase by 3% each year or the CPI, whichever is greater. The company will also make a payment in lieu of tax payment to the County, Town, and Scotia-Glenville School District. All development costs associated will be incurred by Mr. Jackson

This agreement would have a term of twenty years with two five-year options.

I recommend your approval.



Ray Gillen Commissioner

County of Schenectady

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

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

Memo

To:

Rory Fluman

From: Ray Gillen

Date:

December 15, 2023

Re:

Pre-agenda item -- New Lease at County Airport

Sandy Jackson, owner of Jackson Demolition, would like to enter into a lease agreement for a one-acre parcel at the Schenectady County Airport. Mr. Jackson is prepared to build a 9,600 square foot hangar on the leased parcel at his own expense. The lease parcel is located east of the Empire State Aerosciences Museum.

The lease rate for this site is \$12,000 per year. The lease rate would increase by 3% each year or the CPI whichever is higher. Mr. Jackson will also make a payment in lieu of tax payment to the County, Town, and Scotia-Glenville School District. The lease term would be twenty years with two five-year options for a total lease term of thirty years. All development costs associated with constructing a hangar at the airport, including infrastructure, are to be incurred by Mr. Jackson.

I would like to thank Mark Storti for his efforts to secure this latest investment at the Airport Business Park.

We would ask Chris Gardner and Frank Salamone to prepare a draft lease based on previous hangar projects (see Tanski lease) and that the County Legislature consider approving this lease at the January meeting.

If you need additional information, please let me know.

cc: C. Gardner

- F. Salamone
- M. Storti
- P. Sheldon
- P. Knutson





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: Decembeer 29, 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 Tuesday, January 2, 2024 at 7:00 p.m Schenectady County Office Building, Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
WM	1 A RESOLUTION AUTHORIZING THE CHARGEBACK OF UNCOLLECTIBLE TAXES TO CERTAIN SCHOOL DISTRICTS	Legislator Fields	
WM	2 A RESOLUTION REGARDING THE PROCESSING OF REAL PROPERTY TAX CORRECTIONS AND REFUNDS FOR THE 2024 CALENDAR YEAR	Legislator Fields	
PFTI	1 A RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING OF THE COSTS OF 100% OF THE COSTS OF A TRANSPORTATION PROJECT, WHICH MAY BE ELIGIBLE FOR FEDERAL-AID AND/OR STATE- AID, OR REIMBURSEMENT FROM BRIDGE NY FUNDS	Legislator Patierne	

Item	Title	Sponsor	Co-Sponsors
HHHS	1 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Ostrelich	

Friday, December 29, 2023 Page 2 of 2

LEGISLATIVE INITIATIVE FORM

Date: 12/29/2023
Reference: Ways and Means
Dual Reference: Ways and Means

Initiative: WM 1

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE CHARGEBACK OF UNCOLLECTIBLE TAXES TO CERTAIN SCHOOL DISTRICTS

Purpose and General Idea:

Provides Authorization to Chargeback School Districts for School Taxes Returned to the County.

Summary of Specific Provisions:

Authorizes the chargeback of four (4) School Districts in the cumulative amount of \$309,547.73 for school taxes previously paid and subsequently deemed as levied and uncollectable on the Town/County tax bill.

Effects Upon Present Law:

Listed below are school taxes that have been returned to the County for collection that subsequently were determined to be erroneously levied and, therefore, are uncollectible on the Town/County tax bill.

Duanesburg Central School District	\$	4,124.16
Niskayuna Central School District		86,176.94
Scotia-Glenville Central School District		19,135.93
Schalmont Central School District		110.70
Total	\$3	309,547.73

The school districts have been advised that these amounts will be presented to the County Legislature at the January meeting for approval of the chargeback of these taxes back to the school districts.

Justification:

Certain school taxes have been returned to the County for collection that were subsequently determined to be erroneously levied and are therefore uncollectible on the Town/County tax bill.

Sponsor: Legislator Fields

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To:

Honorable Chairperson and Members of the Legislature

From:

Rory Fluman, County Manager

CC:

Geoffrey T. Hall, Clerk of the Legislature Alissa Foster, Deputy Clerk of the Legislature Jacklyn Falotico, Commissioner of Finance

Date:

December 29, 2023

Re:

Authorization to Chargeback School Districts for School Taxes Returned to the

County

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to chargeback various school districts for school taxes previously paid and subsequently deemed as levied and uncollectible on the Town/County tax bill.

I recommend your approval.

Memo

To: Rory Fluman, County Manager

Jaclyn L. Falotico, Commissioner of Finance From:

December 18, 2023 Date:

Re: Chargeback to School Districts for School Taxes Returned to the County

Listed below are school taxes that have been returned to the County for collection that subsequently were determined to be erroneously levied and, therefore, are uncollectible on the Town/County tax bill.

Duanesburg Central School District		\$	4,124.16
Niskayuna Central School District		\$2	86,176.94
Scotia-Glenville Central School District		\$	19,135.93
Schalmont Central School District		\$	110.70
	Total	<u>\$</u>	<u>309,547.73</u>

The school districts have been advised that these amounts will be presented to the County Legislature at the January meeting for approval of the chargeback of these taxes back to the school districts.

Department of Finance

Jaclyn L. Falotico
Commissioner of Finance

620 STATE STREET, COUNTY OFFICE BUILDING SCHENECTADY, NY 12305-2114 (518) 388-4260, FAX (518) 388-4248

December 18, 2023

Jeffrey Rivenburg
Assistant Superintendent of Management Services
Duanesburg Central School District
133 School Drive
Delanson, New York 12053

Dear Jeffrey Rivenburg:

The below listed taxes previously levied on behalf of the school district were illegally or erroneously assessed and have been subsequently cancelled or refunded. Notification is hereby given that the Schenectady County Legislature will be approving at its January 2024 meeting the chargebacks to the school district of these taxes in accordance with Section 556 of the Real Property Tax Law.

Lucks, A	2022/23	D:66.00-3-4.12	\$ 2,139.23
Simmons, R	2022/23	P:551-12	\$ 1,984.93

Total \$4.124.16

If you have any questions, please do not hesitate to contact me.

, lue

Sincerely.

Robert M. Zych

Director of Treasury Systems

Country of Schenectua

Department of Finance
620 STATE STREET, COUNTY OFFICE BUILDING
SCHENECTADY, NY 12305-2114
(518) 388-4260, FAX (518) 388-4248

Jaclyn L. Falotico
Commissioner of Finance

December 18, 2023

Carrie Nyc-Chevrier
Director of Business and Finance
Niskayuna Central School District
1239 VanAntwerp Road
Niskayuna, New York 12309

Dear Carrie Nyc-Chevrier:

The below listed taxes previously levied on behalf of the school district were illegally or erroneously assessed and have been subsequently cancelled or refunded. Notification is hereby given that the Schenectady County Legislature will be approving at its January 2024 meeting the chargebacks to the school district of these taxes in accordance with Section 556 of the Real Property Tax Law.

Happy Rehab, LLC.	2017/18 - 2021/22:	G:301-8.5	\$ 270,977.75
Happy Rehab, LLC.	2022/23	G:301-8.5	\$ 15,199,19

Total \$286,176.94

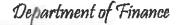
If you have any questions, please do not hesitate to contact me.

Sincerely,

Robert M. Zych

Director of Treasury Systems

Jaclyn L. Falotico **Commissioner of Finance**



620 STATE STREET, COUNTY OFFICE BUILDING **SCHENECTADY, NY 12305-2114** (518) 388-4260, FAX (518) 388-4248



December 18, 2023

Andrew Giaquinto **Business Administrator** Scotia-Glenville Central School District 900 Preddice Parkway Scotia, New York 12302

Dear Andrew Giaquinto:

The below listed taxes previously levied on behalf of the school district were illegally or erroneously assessed and have been subsequently cancelled or refunded. Notification is hereby given that the Schenectady County Legislature will be approving at its January 2024 meeting the chargebacks to the school district of these taxes in accordance with Section 556 of the Real Property Tax Law.

Empire State Youth Orchestra	2022/23	G:29.16-2-50.111	\$ 17,016.09
Empire State Youth Orchestra	2022/23	G:29.67-1-1	\$ 2.119.84

Total **\$** 19,135,93

If you have any questions, please do not hesitate to contact me.

Sincerely,

Robert M. Zych

Director of Treasury Systems

Department of Finance

Jaclyn L. Falotico
Commissioner of Finance

620 STATE STREET, COUNTY OFFICE BUILDING SCHENECTADY, NY 12305-2114 (518) 388-4260, FAX (518) 388-4248

December 18, 2023

Brenda Leitt
School Business Administrator
Schalmont Central School District
4 Sabre Drive
Schenectady, New York 12306

Dear Brenda Leitt:

The below listed taxes previously levied on behalf of the school district were illegally or erroneously assessed and have been subsequently cancelled or refunded. Notification is hereby given that the Schenectady County Legislature will be approving at its January 2024 meeting the chargebacks to the school district of these taxes in accordance with Section 556 of the Real Property Tax Law.

State of New York

2022/23

R:12.-2-3.12

\$ 110.70

Total

\$ 110.70

If you have any questions, please do not hesitate to contact me.

Myl

Sincerely,

Robert M. Zych

Director of Treasury Systems

LEGISLATIVE INITIATIVE FORM

Date: 12/29/2023

Reference: Ways and Means **Dual Reference:** Ways and Means

Initiative: WM 2

Title of Proposed Resolution:

A RESOLUTION REGARDING THE PROCESSING OF REAL PROPERTY TAX CORRECTIONS AND REFUNDS FOR THE 2024 CALENDAR YEAR

Purpose and General Idea:

Provides Authorization to Renew the Annual Correction of Errors Procedures under \$2,500

Summary of Specific Provisions:

Authorizes the designation of Schenectady County Commissioner of Finance, Jaclyn Falotico, the ability to approve all corrections, credits, and refunds that do not exceed \$2,500.

Effects Upon Present Law:

The Department of Finance respectfully requests that the Schenectady County Legislature authorize the Commissioner of Finance to issue tax bill corrections, credits, or refunds that do not exceed \$2,500. The Schenectady County Legislature provided such authorization in 2019, 2020, 2021, 2022 and 2023.

As noted in the memo provided by Paul Romano, Director of the Real Property Tax Service Agency, sections 554(9)(a) and 556(8)(a) of New York State Real Property Tax Law allow the tax levying body to designate an official empowered to authorize payments of bills, without prior audit of such body, with the ability to approve all tax bill corrections, credits, or refunds that do not exceed \$2,500. The designated official for Schenectady County is the Commissioner of Finance. The designated official must report monthly to the legislative body the details of the corrections, credits, or refunds for the preceding month.

Corrections, credits, or refunds exceeding \$2,500 will continue to require legislative authorization via resolution.

The Department of Finance is seeking renewal of this policy for calendar year 2024. This authorization would expire at the end of the calendar year and would require renewal by the Legislature each subsequent year.

Thank you for your consideration.

Justification:

Paul Romano, Director of Real Property indicates, that sections 554(9)(a) and 556(8)(a) of New York State Real Property Tax Law allow the tax levying body to designate an official empowered to authorize payments of bills, without prior audit of such body, with the ability to approve all tax bill corrections, credits, or refunds that do not exceed \$2,500. The designated official for Schenectady County is the Commissioner of Finance, Jaclyn Falotico. Commissioner Falotico would report monthly to the legislative body the details of the corrections, credits, or refunds for the preceding month, all corrections, credits, or refunds exceeding \$2,500 will continue to require legislative authorization via resolution.

Sponsor: Legislator Fields

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager

CC: Geoffrey T. Hall, Clerk of the Legislature

Alissa Foster, Deputy Clerk of the Legislature Jaclyn Falotico, Commissioner of Finance

Paul Romano, Director of Real Property Tax Service Agency

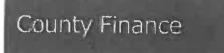
Date: December 29, 2023

Re: Authorization to Renew the Annual Correction of Errors Procedures under \$2,500

Attached is a memorandum from Paul Romano, Director of Real Property Tax Service Agency, requesting authorization to designate Jaclyn Falotico, the Commissioner of Finance, the ability to approve all corrections, credits, and refunds that do not exceed \$2,500. This renewal would allow County and Town officials to issue corrected bills and refunds more quickly and efficiently. If designated, Jaclyn Falotico must report details of corrections to the legislative body every month.

I recommend your approval.

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



Memo

TO:

Jaclyn L. Falotico., Commissioner of Finance

FROM:

Paul G. Romano, Director

Real Property Tax Service Agency

W

DATE:

December 20th, 2023

RE:

Annual Renewal of Correction of Errors Procedures under \$2,500

New York State Real Property Tax Law Sections 554(9)(a) & 556(8)(a) allows the County Legislature to annually designate the Commissioner of Finance the ability to approve all corrections, credits or refunds that are submitted to the Real Property Tax Service Agency if the corrected amount does not exceed \$2,500.

Renewing this procedure would allow County & Town officials the ability to issue corrected bills and refunds more quickly and efficiently.

Attached are the referenced sections of RPTL.

We are looking for authorization from the Legislature to enact this procedure again for calendar year 2024.

Thank you.

12/20/23, 9:04 AM Laws of New York

9. (a) A tax levying body may, by resolution, delegate to an official who is empowered to authorize payment of bills without prior audit by such body or, in the event there is no official so empowered, to an official responsible for the payment of bills upon audit of the appropriate municipal corporation so designated by it, the authority to perform the duties of such tax levying body, as provided in this

section. Such resolution shall only be in effect during the calendar year in which it is adopted and shall designate that such delegation of authority is applicable only where the recommended correction is twenty-five hundred dollars or less, or such other sum not to exceed twenty-five hundred dollars.

- (b) Where such resolution is adopted and the recommended correction does not exceed the amount specified in the designating resolution, the county director shall transmit the written report of the investigation and recommendation, together with both copies of the application, to the official designated by the tax levying body. Upon receipt of the written report, the designated official shall follow the procedure which the tax levying body would follow in making corrections, provided, however, where the designated official denies the correction, in whole or in part, such official shall transmit to the tax levying body for its review and disposition pursuant to subdivision five of this section the written report of the investigation and recommendation of the county director, together with both copies of the application and the reasons the designated official denied the correction. Where the recommendation of the county director is to deny the application or the correction requested is an amount in excess of the amount authorized in the enabling resolution, the county director shall transmit the written report of the investigation and recommendation, together with both
- copies of the application, to the tax levying body.

 (c) On or before the fifteenth day of each month, the designated official shall submit a report to the tax levying body of the corrections processed by such official during the preceding month. Such report shall indicate the name of each recipient, the location of the property and the amount of the correction.

12/20/23, 9:05 AM Laws of New York

8. (a) A tax levying body may, by resolution, delegate to an official who is empowered to authorize payment of bills without prior audit by such body or, in the event there is no official so empowered, to an official responsible for the payment of bills upon audit of the appropriate municipal corporation so designated by it, the authority to perform the duties of such tax levying body, as provided in this section. Such resolution shall only be in effect during the calendar year in which it is adopted and shall designate that such delegation of authority is applicable only where the recommended refund or credit is twenty-five hundred dollars or less, or such other sum not to exceed twenty-five hundred dollars.

- (b) Where such resolution is adopted and the recommended refund or does not exceed the amount specified in the designating resolution, the county director shall transmit the written report of the investigation and recommendation, together with both copies of the application, to the official designated by the tax levying body. Upon receipt of the written report, the designated official shall follow the procedure which the tax levying body would follow in making refunds, provided, however, where the designated official denies the refund or credit, in whole or in part, such official shall transmit to the tax levying body for its review and disposition pursuant to subdivision five of this section the written report of the investigation and recommendation of the county director, together with both copies of the application and the reasons that the designated official denied the refund or credit. Where the recommendation of the county director is to deny the application or the refund or credit requested is in an amount in excess of the amount authorized in the enabling resolution, the county director shall transmit the written report of the investigation and recommendation, together with both copies of the application, to the tax levying body.
- (c) On or before the fifteenth day of each month, the designated official shall submit a report to the tax levying body of the refunds or credits processed by such official during the preceding month. Such report shall indicate the name of each recipient, the location of the property and the amount of the refund or credit.
- (d) In no case shall the total sum of such refunds or credits approved by the designated official exceed the amount appropriated therefor by the tax levying body.

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



Memo

To:

Rory Fluman, County Manager

From:

Jaclyn Falotico, Commissioner of Finance

Date:

December 20, 2023

Re:

Annual Renewal of Authorization of Tax Bill Corrections, Credits and Refunds Under Real

Property Tax Law

The Department of Finance respectfully requests that the Schenectady County Legislature authorize the Commissioner of Finance to issue tax bill corrections, credits, or refunds that do not exceed \$2,500. The Schenectady County Legislature provided such authorization in 2019, 2020, 2021, 2022 and 2023.

As noted in the memo provided by Paul Romano, Director of the Real Property Tax Service Agency, sections 554(9)(a) and 556(8)(a) of New York State Real Property Tax Law allow the tax levying body to designate an official empowered to authorize payments of bills, without prior audit of such body, with the ability to approve all tax bill corrections, credits, or refunds that do not exceed \$2,500. The designated official for Schenectady County is the Commissioner of Finance. The designated official must report monthly to the legislative body the details of the corrections, credits, or refunds for the preceding month.

Corrections, credits, or refunds exceeding \$2,500 will continue to require legislative authorization via resolution.

The Department of Finance is seeking renewal of this policy for calendar year 2024. This authorization would expire at the end of the calendar year and would require renewal by the Legislature each subsequent year.

Thank you for your consideration.