



# *County of Schenectady*

NEW YORK

**GARY HUGHES**  
CHAIR OF THE LEGISLATURE

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

## **SCHENECTADY COUNTY LEGISLATURE**

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

### **FEBRUARY 2024** **COMMITTEE MEETING SCHEDULE**

DATE: 2 February 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall; Clerk of the Legislature  
SUBJECT: Committee Meetings  
Monday, February 5, 2024  
620 State Street  
Legislative Chambers  
Sixth Floor – 7:00 PM

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7:00 P.M.	Committee on Economic Development & Planning Legislator Samuel, Chair	page 1
Followed by:	Committee on Firefighting & EMS Legislator Jasenski, Chair	page 14
Followed by:	Committee on Health, Housing & Human Services Legislator Ostrelich, Chair	page 21
Followed by:	Committee on Public Facilities, Transportation & Infrastructure Legislator Patierne, Chair	page 81
Followed by:	Committee on Public Safety Legislator Constantine, Chair	page 129
Followed by:	Committee on Tourism, Arts & Special Events Legislator Gatta, Chair	page 151
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 153



# Schenectady County Legislature

## Committee on Economic Development and Planning

*Hon. Haileab Samuel, Chair*

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

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

DATE: February 2, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Economic Development and Planning  
Honorable Haileab Samuel, Chair  
Monday, February 5, 2024 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EDP	0 PRESENTATION BY RAY GILLEN REGARDING THE METROPLEX ANNUAL REPORT	Legislator Samuel	
EDP	2 A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH LEGERE CENTER, LLC.	Legislator Samuel	

## **LEGISLATIVE INITIATIVE FORM**

**Date:** 2/2/2024  
**Reference:** Economic Development and Planning  
**Dual Reference:**  
**Initiative:** EDP 0

**Title of Proposed Resolution:**

PRESENTATION BY RAY GILLEN REGARDING THE METROPLEX ANNUAL REPORT

**Purpose and General Idea:**

PRESENTATION BY RAY GILLEN REGARDING THE METROPLEX ANNUAL REPORT

**Summary of Specific Provisions:**

PRESENTATION BY RAY GILLEN REGARDING THE METROPLEX ANNUAL REPORT

**Effects Upon Present Law:**

none.

**Justification:**

PRESENTATION BY RAY GILLEN REGARDING THE METROPLEX ANNUAL REPORT

**Sponsor:** Legislator Samuel

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Ray Gillen, Metroplex Chair

**Date:** February 2, 2024

**Re:** Authorization to Conduct Metroplex Annual Briefing

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Attached is a memorandum from Ray Gillen, Metroplex Chair, requesting authorization to conduct the Metroplex annual briefing per Metroplex statute.

I recommend your approval.



## **MEMO**

**TO:** Rory Fluman  
**FROM:** Ray Gillen  
**SUBJECT:** Metroplex Report to County Legislature  
**DATE:** January 24, 2024

The Metroplex statute requires an annual briefing to the County Legislature. We would like to conduct this briefing at the February Committee meeting.

If you need more information, please let me know.

## **LEGISLATIVE INITIATIVE FORM**

**Date:** 2/2/2024  
**Reference:** Economic Development and Planning  
**Dual Reference:** Ways and Means  
**Initiative:** EDP 2

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

A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH LEGERE CENTER, LLC.

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

Provides Authorization to Enter into a License Agreement with Legere, LLC for properties on South Ferry Street and South Church Street.

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

Authorizes the approval of a license agreement with Legere, LLC to use the County-owned South Ferry Street and South Church Street parking lots for visitors of exhibits at the Armory Studios. The term for the proposed agreement would run from February 1, 2024, through January 31, 2025

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

none.

### **Justification:**

The use of these parking lots was critical to the success of the Van Gogh and the Claud Monet Immersive exhibits. The exhibits draw thousands of visitors to the County which provides a boost to County sales tax revenue.

**Sponsor: Legislator Samuel**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



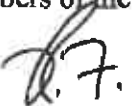
RORY FLUMAN  
COUNTY MANAGER

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

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

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Christopher Gardner, County Attorney

**Date:** February 2, 2024

**Re:** Authorization to Enter into a License Agreement with Legere, LLC for Properties on South Ferry Street and South Church Street

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Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to approve a license agreement with Legere Center, LLC to use the County-owned South Ferry Street and South Church Street parking lots for visitors of exhibits at the Armory Studios. The use of these parking lots was critical to the success of the Van Gogh and the Claud Monet Immersive Exhibits.

The term for the proposed agreement is from February 1, 2024 through January 31, 2025.

I recommend your approval.

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

**To:** Rory Fluman, County Manager  
Schenectady County Legislature

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

**Cc:** Dr. Steady Moono, President Schenectady County Community College  
Ray Gillen, Commissioner of Economic Development and Planning  
Geoffrey T. Hall, Clerk of the Legislature  
M. Joe Landry, Counsel to the Legislature  
Mary Lou Riddle, Executive Secretary to the County Manager  
Charles Davidson, Sustainability Coordinator

**Date:** January 30, 2024

**Re:** Proposed License Agreement between County of Schenectady and Legere Center, LLC for Tax Map Parcel Nos.: 39.71-1-48, 39.71-1-45.1 and 39.71-1-14.11 for the period February 1, 2024 through January 31, 2025

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I have attached a copy of the proposed License Agreement between the County of Schenectady and Legere Center, LLC which would provide parking near the Washington Avenue Armory for the period February 1, 2024 through January 31, 2025.

The Washington Avenue Armory has become a hub of activity, drawing throngs of visitors to the Van Gogh and Monet Immersive Experience exhibits. Another exciting attraction is slated to commence after Monet and is expected to continue at least through the end of October this year.

The usual protections for the County are set forth in this Agreement including insurance.

At SUNY Schenectady President Steady Moono's request, a procedure for requesting utilization of the parking lot is set forth in Paragraph 5A of the Agreement which provides Dr. Moono with final approval authority. Ray Legere has stated that the initial request he will make to SUNY Schenectady will be for the period February 1, 2024 through October 31, 2024, and Dr. Moono has indicated his intent to grant this request. If additional time to the end of January, 2025 is needed, the request will be directly to Dr. Moono.



This proposed License Agreement is just another example of the cooperative relationship between Schenectady County, SUNY Schenectady and our partners in the private sector.

I recommend that this proposed License Agreement be forwarded to the County Legislature for its consideration at its February 4<sup>th</sup> meeting.

CHG/kah  
Attachment

## LICENSE AGREEMENT

This License Agreement (this “License” or “Agreement”) made the \_\_\_\_ day of January, 2024 by and between **THE COUNTY OF SCHENECTADY**, a municipal corporation organized and existing under the laws of the State of New York, and having an office for the transaction of business at 620 State Street, Schenectady, New York 12305 (“Licensor”), and **LEGERE CENTER, LLC**, a Limited Liability Company organized and existing under the laws of the State of New York, having an office for the transaction of business at 1462 Erie Blvd, Schenectady, NY 12305 (“Licensee”).

**WHEREAS**, the Licensor is the owner of parcels of real property in the City and County of Schenectady, New York, particularly described as Tax Map Parcels No.: 39.71-1-48, 39.71-1-45.1 and 39.71-1-14.11 (the “Premises”); and

**WHEREAS**, Licensee has entered into agreements with a production company to present well-known immersive experience exhibitions on the property owned by Licensee, located at 125 Washington Avenue in the City and County of Schenectady, more commonly known as The Schenectady Armory; and

**WHEREAS**, the exhibition attracts visitors from the Capital District and the Northeast region with the large influx of visitors to Schenectady County being particularly beneficial; and

**WHEREAS**, Licensee requires the use of the Premises in order to have sufficient parking to effectuate its agreements with the production company; and

**WHEREAS**, it the purpose of this License Agreement to grant to Licensee the non-exclusive right to use the Premises for the duration of the productions; and

**WHEREAS**, The parties have agreed that Licensee’s use of the Premises is subject to the terms, covenants and conditions set forth in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **RECITALS**: The recitals set forth above are incorporated in and made a part of this Agreement.
2. **PURPOSE**: Licensee is hereby granted license for the non-exclusive use of the Premises during the Term (as defined in Section 3 below) in accordance with terms and conditions of this Agreement, subject to certain limitations set forth in Paragraph 5A.
3. **TERM**: The term of this Agreement shall be for the period commencing on February 1, 2024, and terminating on January 31, 2025 (the “Term”) unless sooner terminated by a breach of the terms of the conditions of this Agreement.

4. **RENT:** Licensee shall for and during the Term pay to the Licensor the sum of \$10.00 per month, which shall be paid in equal monthly installments in advance in the sum of \$10.00 each on the 1<sup>st</sup> day of each calendar month during the Term. The rent shall be paid to the Licensor at the address set forth above. It is agreed between the parties to this Agreement that any installments of rent accruing under the provisions of this agreement are not be paid when due shall bear interest at the rate of 6% per annum from the date when the rent was payable by the terms of this agreement until the rent shall be paid by Licensee.

5. **LICENSEE USE AND RESPONSIBILITIES:**

During the Term:

a. Licensee agrees to only utilize the Premises for the purpose ordinarily associated with a parking lot. The premises may be used by Licensee's agents, employees, tenants, contractors, licensees, and invitees for parking. The premises may not be used for storage.

b. Licensee shall maintain Commercial General Liability Insurance (as defined in Section 6. Below).

c. Licensee shall not be responsible for maintenance of any kind for the Premises.

5A. **PROCEDURE FOR UTILIZATION OF PARKING LOT:**

a. When Legere Center, LLC seeks to use the Lot for a specific period of time, it shall in writing seek written permission from SUNY Schenectady President Steady Moono. Such permission shall not be unreasonably withheld. The County Manager and the County Attorney shall be copied in all requests and responses by Legere Center, LLC and President Steady Moono.

6. **INSURANCE:**

On the first day of this Agreement, Licensee will, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Licensor, certificates of insurance reflecting the effective date of such coverage.

A. **Licensee's Obligation:** This Insurance Clause requires Licensee to purchase and maintain at a minimum the following types of insurance coverage and limits of liability:

(1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. Licensor and all other parties required of the Licensor, will be included as Additional Insureds on the Licensee's CGL policy using ISO Additional Insured endorsement, or an endorsement providing equivalent coverage to the Additional Insureds. This insurance for the Additional Insureds will be as broad as the coverage provided for the named insured Licensee. This insurance for the Additional Insureds will apply as primary and non-contributing insurance before any insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insureds.

Licensee will maintain this CGL coverage for itself and all Additional Insureds for the duration of the License Agreement.

(2) Commercial Umbrella Liability (UL) with limits of insurance of not less than \$1,000,000. UL coverage must include as Additional Insureds all entities that are Additional Insureds on the CGL. The UL coverage for the Additional Insureds will apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the Additional Insureds other than the CGL and EL coverages maintained by the Licensee.

7. **DEFAULT & REMEDIES:** If Licensee defaults in the payment of rent, or defaults in the performance of any of the other covenants or conditions of this agreement the Licenser may give Licensee notice of such default and if Licensee does not cure any rent default within ten (10) days or other default within thirty (30) days after the giving of such notice the Licenser may terminate this Agreement. On the date specified in the notice, the Term shall terminate and Licensee shall then quit and surrender the Premises to the Licenser but Licensee shall remain liable to perform all agreements regarding the restoration of the Premises to the conditions called for in this Agreement.

8. **NOTICES:** Notice shall be sent to:

A. In the case of the Licenser, THE COUNTY OF SCHENECTADY, 620 State Street, Schenectady, New York 12305.

B. In the case of the Licensee, LEGERE CENTER, LLC., 1462 Erie Blvd, Schenectady, New York 12305. Attention: Jeff LeGere.

9. **MISCELLANEOUS:**

A. In no event shall this Agreement be modified other than in writing signed by all parties hereto;

B. This Agreement shall not be assignable by any of the parties hereto.

C. Omitted intentionally.

D. Licensee shall not assign this Agreement without the prior written consent of the County of Schenectady, which may be withheld by The County of Schenectady in its sole and absolute discretion.

E. This Agreement sets forth all of the covenants, promises, agreements, conditions, and understandings among Licenser and Licensee concerning the granting of a license for the Premises and supersedes any and all prior agreements and understandings among Licenser and Licensee. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between them with respect to the subject matter of this Agreement other than as set forth herein. This Agreement shall not be deemed to grant any interest in the Premises, except as expressly set forth herein.

F. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the parties. This Agreement shall not be assignable by

Licensee but may be assigned or transferred by Licensor, in its discretion, (i) by notice to Licensee and (ii) in the course of any transfer or conveyance of the Premises.

G. The rights and remedies given Licensor in this Agreement are cumulative, nonexclusive and in addition to any rights and remedies the parties may have by any statute, ordinance or otherwise.

H. If any one or more of the covenants or agreements provided herein on the part of Licensor or Licensee to be performed shall, for any reason, be held or shall, in fact, be inoperative, unenforceable or contrary to law in any particular case, such circumstance shall not affect any other provisions of this Agreement. Further, if any one or more of the phrases, sentences, clauses, paragraphs or sections herein shall be contrary to law, then such phrase, sentence, clause paragraph or sentence shall be deemed separable from the remaining provisions hereof and shall in no way affect the validity of the other provisions of this Agreement.

I. This Agreement may not be amended, changed, modified, altered or terminated, except by an instrument in writing signed by the parties hereto.

J. This Agreement may be executed in several counterparts, including by facsimile, each of which shall be an original and all of which shall constitute but one and the same instrument.

K. This Agreement shall be governed exclusively by the applicable laws of the State of New York, without giving effect to choice of laws or choice of laws rules or principles.

**WITNESS WHEREOF**, the parties hereto have caused this License Agreement to be executed in their respective names by their duly authorized officers and to be dated as of the day and year first written above.

LEGERE CENTER, LLC.

THE COUNTY OF SCHENECTADY

By: \_\_\_\_\_  
Ray Legere, Officer

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

Approved as to form and content this  
\_\_\_\_ day of \_\_\_\_\_, 2024

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

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me the undersigned, personally appeared Ray Legere, an Officer of Legere Center, LLC., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

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Notary Public

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

On this \_\_\_\_ day of \_\_\_\_\_, 2024 before me the undersigned, personally appeared Rory Fluman, County Manager, of the County of Schenectady personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument.

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Notary Public



# Schenectady County Legislature

## Committee on Firefighting and EMS

*Hon. Anthony Jasenski Sr., Chair*

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

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

DATE: February 2, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: Monday, February 5, 2024 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
FE	1 A RESOLUTION APPOINTING KENNETH M. ALMY AS FIRE COORDINATOR FOR THE COUNTY OF SCHENECTADY	Legislator Jasenski	

## **LEGISLATIVE INITIATIVE FORM**

**Date:** 2/2/2024  
**Reference:** Firefighting and EMS  
**Dual Reference:**  
**Initiative:** FE 1

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

A RESOLUTION APPOINTING KENNETH M. ALMY AS FIRE COORDINATOR FOR THE COUNTY OF SCHENECTADY

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

Confirms the appointment of Kenneth M. Almy to the position of Fire Coordinator.

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

Confirms the appointment of Kenneth M. Almy to the position of Fire Coordinator.

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

None.

### **Justification:**

Though this position is not a department head, County Law required legislative confirmation of the appointment of a Fire Coordinator.

**Sponsor:** Legislator Jasenski

**Co-Sponsor:**



# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

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**To:** Honorable Chairperson and Members of the Legislature  
**From:** Rory Fluman, County Manager   
**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
**Date:** February 2, 2024  
**Re:** Appointment of Kenneth M. Almy to the Position of Fire Coordinator

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I hereby appoint, subject to confirmation by the County Legislature, Kenneth M. Almy to the position of Fire Coordinator effective February 14, 2024.

Mr. Almy has over 40 years of experience managing fires and other emergencies, which began with as an EMT Supervisory for Mohawk Ambulance Services, where he supervised crews and trained dispatchers and emergency drives for nine years. He then served two years as a Road Patrol Deputy for the Schenectady County Sheriff's Department before eventually transition to a position in the Village of Scotia Fire Department in 1989. Mr. Almy's good work in that department was apparent as he eventually its department's Fire Chief in 2014. During his time there, he provides critical fire and advanced life support services on approximately 1,600 calls annually.

In addition to his careered service, My. Almy is also the Director of New York State Association of Fire Chiefs, a not-for-profit that brings together personnel from all branches of the fire service, emergency medical services, and technical disciplines across the state. Mr Almy is also an active member of the International Association of Fire Chiefs, Career Fire Chiefs of New York State, Schenectady County Fire Advisory Board, Glenville Town Chiefs, and the New York State Fire Marshals & Inspectors Association.

The Fire Coordinator salary is \$72,527. Over the term of the appointment, the salary shall be adjusted pursuant to management salary increases.

I recommend your confirmation.

Kenneth M. Almy

**CAREER CHIEF OFFICER  
FIRE INSTRUCTOR  
DIRECTOR NYS ASSOCIATION OF FIRE CHIEF  
VICE CHAIRMAN SCHENECTADY COUNTY FIRE ADVISORY  
BOARD**

- ✓ Resourceful Fire Chief with an indelible reputation for incident command and running a fire scene.
- ✓ Broad experience establishing teams, sustaining, and maintaining fire departments.
- ✓ Nationally & State Certified
- ✓ Currently hold senior leadership roles
- ✓ Managed and executed a budget of 1.6 million dollars

**PROFESSIONAL EXPERIENCE**

<b>Scotia Fire Department / Scotia, NY</b> <b>Fire Chief</b> Chief of the Department since April 2014, a Combination Department which provides Fire and ALS non-transport Services and conducts approximately 1600 calls per year.	December 1989 - Present
<b>Town of Charlton / Charlton, NY</b>   <b>Constable</b> Vehicle and Traffic Enforcement Assisted NYS Police and Saratoga County Sheriff with investigation and various details and functions	January 1991 – June 2016
<b>Hudson Valley Community College / Troy, NY</b> <b>Adjunct Lab Instructor</b> Helped to instruct EMT students in NYS curriculum Evaluated EMT / AEMT students' performance to meet minimum NYS DOH standards	January 2002 – January 2010
<b>Schenectady County Sheriff Department / Schenectady, NY</b> <b>Road Patrol Deputy</b> Enforcement of NYS Vehicle and Traffic Laws Family Court and Criminal Warrants Enforcement of Criminal Procedure Law	1987 - 1989

Responded to complaints / emergencies as needed

**Mohawk Ambulance Service / Schenectady, NY**

1982 - 1991

**EMT-Supervisor**

Supervised station and crew

Assigned employees to daily crews

Trained Dispatchers

Handled disciplinary actions as required

Trained emergency drivers

**139<sup>th</sup> Aeromedical Evacuation Flight NYANG / Scotia, NY**

1981 - 1988

Functioned as Medical Crew for Air Evacuations

Trained to Staff Field Hospitals as Medical Technician

Served as OJT for Stan-Eval Team

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## EDUCATION

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### *National Certifications*

Fire Officer I

Fire Officer II

Fire Instructor I

Fire Instructor II

Instructor Level I

Instructor Level II

Officer Certification Level I

Pro Board Accreditation Congress

Basic Firefighter 229 (5/90)

Code Certification Level II (6/95)

NYS Officer Level I (8/03)

Basic Military Training (1981)

Zone 5 Academy Law Enforcement Academy (88)

NYS 229 Training NYS Fire Academy (90)

First Line Supervisor Training (03)

Hazardous Materials Incident Command

Hazardous Materials Technician

Numerous NYS Course Available Upon Request

### *High School*

Graduated with regents

Mohonasen High School, June 1978

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## OTHER TRAINING

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FEMA IS-00700.b An Introduction to the National Incident Management System

FEMA IS-00800.c National Response Framework, An Introduction

FEMA IS-00100.c Introduction to Incident Command System

FEMA IS-00200.b ICS for Single Resources and Initial Action Incident

FEMA IS-0300 Intermediate for Expanding Incidents

FEMA IS-0400 ICS for Major or Complex Incidents  
FEMA IS-00800.d National Response Framework an Introduction  
Numerous Fire / EMS Seminars

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## MILITARY ACHIEVEMENTS

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Primary Marksmanship Ribbon  
Good Conduct  
Meritorious Service Award  
Longevity Ribbon  
Outstanding Unit Award

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## RECOGNITION AWARDS

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Eagle Scout with Combination Gold and Silver palms  
God and Country Boy Scout Religion Award  
Good Conduct Medal  
Meritorious Service Award (NYANG)  
Longevity Ribbon (NYANG)  
Outstanding Unit Award (NYANG)  
Top Academic Graduate / Zone 5 Law Enforcement Academy at HVCC  
Commendation for Rescue of an unconscious civilian from

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## PROFESSIONAL ASSOCIATIONS

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NYS Association of Fire Chiefs (Director)  
New York State Career Chiefs  
International Association of Firefighters  
American Legion Post 1817  
National Association of Eagle Scouts



## **RESOLUTION -24**

*Sponsored by Legislator Jasenski:*

### **A RESOLUTION APPOINTING KENNETH M. ALMY AS FIRE COORDINATOR FOR THE COUNTY OF SCHENECTADY**

**BE IT ENACTED** by the Legislature of the County of Schenectady, as follows:

**WHEREAS**, pursuant to section 225-a of the New York State County Law, the Legislature of the County of Schenectady is vested with the authority to appoint a fire coordinator; now, therefore, be it

**RESOLVED**, that the Schenectady County Legislature hereby appoints, effective February 14, 2024, Kenneth M. Almy as Fire Coordinator for the County of Schenectady.



# Schenectady County Legislature

## Committee on Health, Housing and Human Services

*Hon. Michelle Ostrelich, Chair*

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

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

DATE: February 2, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Health, Housing and Human Services  
Honorable Michelle Ostrelich, Chair  
Monday, February 5, 2024 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
HHHS	2 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF SOCIAL SERVICES	Legislator Ostrelich	
HHHS	3 A RESOLUTION TO ACCEPT MONIES FROM THE NATIONAL CHILDREN'S ALLIANCE FOR DOMESTIC TRAFFICKING VICTIM SERVICES	Legislator Ostrelich	
HHHS	4 A RESOLUTION TO AUTHORIZE A TITLE UPGRADE FOR CERTAIN EMPLOYEES OF THE GLENDALE NURSING HOME	Legislator Ostrelich	
HHHS	5 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF ADDICTION SERVICES AND SUPPORT FROM THE OPIOD SETTLEMENT FUND	Legislator Ostrelich	

Item	Title	Sponsor	Co-Sponsor
HHHS	6 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR ARTICLE 6 ELIGIBLE SERVICES	Legislator Ostrelich	
HHHS	7 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE SUPPORT OF THE CHILD ADVOCACY CENTER AND TO CREATE A NEW POSITION AT THE CHILD ADVOCACY CENTER	Legislator Ostrelich	

## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Health, Housing and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 2

**Title of Proposed Resolution:**

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

**Purpose and General Idea:**

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

**Summary of Specific Provisions:**

Authorizes the elimination of the position of Part-time Clerical Aid (CSEA Grade 4) and the creation of an Eligibility Clerk (CSEA Grade 8) in the Department of Social 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 Department of Social Services.

Increase Appropriation Code By:

A516010._01115	Personnel Services – Eligibility Clerk CS8/1	\$39,800
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Decrease Appropriation Code By:

A516010.112	Personnel Services – Hourly Rated Wages	\$21,260
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Increase Use of Surplus By:

A.599	Appropriated Surplus	\$18,540
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Brandy Hillard-Bouldin, Commissioner of Social Services, indicates that after reviewing the organizational structure, the position of Eligibility Clerk would fill the requirements in the Medicaid Division and support the higher-level functions that a part-time Clerical Aid cannot perform.

**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 *R.F.*

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Brandy Hillard-Bouldin, Commissioner of Social Services  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** February 2, 2024

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

---

Attached is a memorandum from Ms. Hillard-Bouldin, Commissioner of Social Services, requesting authorization to eliminate the position of PT Clerical Aid (CSEA Grade 4) and create the position of Eligibility Clerk (CSEA Grade 8). As Ms. Hillard-Bouldin indicates, the Medicaid Division, which will utilize the Eligibility Clerk, requires a position that can perform higher-level functions that a PT Clerical Aid cannot perform.

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

I recommend your approval.

**SCHENECTADY COUNTY**

**DEPARTMENT OF SOCIAL SERVICES**



797 Broadway, Suite 301  
Schenectady, NY 12305  
518-388-4400  
518-388-4644 (FAX)

**Brandy Hillard-Bouldin**  
*Commissioner*

**MEMORANDUM**

**TO:** Rory Fluman, County Manager  
**FROM:** Brandy Hillard-Bouldin, Commissioner  
**DATE:** 1/20/2024  
**RE:** Personnel Request

I would respectfully request the creation of a grade 8 full time Eligibility Clerk in the Department of Social Services be added to the Legislative Committee Meeting Agenda. At present, the Department has budgeted 1 Part time clerical aid position which exists in the 2024 budget. This position was recently vacated. The clerical aid position has been historically hard to fill and does not encompass the work that is required.

In reviewing the organizational structure of the Department with supervisory staff, I have decided that the needs of the division could best be served through the creation of an additional eligibility clerk position. At the present time, the Medicaid Division has a greater need for a position which can perform higher level functions consistent with the needs of the Department. For this reason, I would ask we eliminate the Grade 4 part time clerical aid position and create a Grade 8 full time eligibility clerk position.

Thank you for your consideration.

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

## County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 31, 2024

**SUBJECT:** Budget Amendment – Social 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 Department of Social Services.

Increase Appropriation Code By:

A516010_01115	Personnel Services – Eligibility Clerk CS8/1	<u>\$39,800</u>
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Decrease Appropriation Code By:

A516010.112	Personnel Services – Hourly Rated Wages	<u>\$21,260</u>
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Increase Use of Surplus By:

A.599	Appropriated Surplus	<u>\$18,540</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

# Memo

**To: Rory Fluman, County Manager**

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

**Date: January 31, 2024**

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

---

The Schenectady County Department of Social Services has requested the elimination of the position Clerical Aid and the creation of the position Eligibility Clerk.

I recommend the creation of the position Eligibility Clerk at a CSEA Grade 8.

No additional action is necessary by the Civil Service Commission.

Thank you.

## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Health, Housing and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 3

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

A RESOLUTION TO ACCEPT MONIES FROM THE NATIONAL CHILDREN'S ALLIANCE FOR DOMESTIC TRAFFICKING VICTIM SERVICES

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

Provides Authorization to Accept Funding from the National Children's Alliance Domestic Trafficking Victims Fund Grant.

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

Authorizes the acceptance of \$74,436 in funding from the National Children's Alliance Domestic Trafficking Victims Fund Grant.

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

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the National Children's Alliance's Domestic Trafficking Victims Fund Grant.

#### Create/Increase Appropriation Code By:

A541165.415059 NCA Domestic Traffick Victims	\$74,436
--	----------

#### Create/Increase Revenue Code By:

A11165.128910 NCA Domestic Traffick Victims	\$74,436
---	----------

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

### **Justification:**

Robert M. Carney, District Attorney, indicates that this funding would be used to pay for mental health consultants, staff training, supplies, and equipment to enhance remote counseling sessions at the Child Advocacy Center (CAC). Which supports children who are victims of sex trafficking and child pornography.

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

**Date:** February 2, 2024

**RE:** Authorization to Accept Funding from the National Children's Alliance's  
Domestic Trafficking Victims Fund Grant

---

Attached is a memorandum from Robert Carney, District Attorney, requesting authorization to accept funding from the National Children's Alliance for its Domestic Trafficking Victims Fund Grant in the amount of \$74,436. As Mr. Carney indicates, these funds will support the Child Advocacy Center's work with children who are victims of sex trafficking and child pornography. Specifically, Mr. Carney intends to use these funds to pay for mental health consultants, staff trainings and conferences, and equipment and supplies that will permit enhanced remote sessions for counselors to consult with clientele.

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

I recommend your approval.

**County of Schenectady**  
***Office of the District Attorney***  
MEMORANDUM

TO: Rory Fluman, County Manager  
Gary Hughes, Chair, County Legislature  
Jaclyn Falotico, Commissioner of Finance

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

DATE: January 25, 2024

SUBJECT: Acceptance of Grants for Child Advocacy Center

\*\*\*\*\*

I am pleased to inform you that we are in receipt of two new grants to support the work at our Child Advocacy Center. Acquisition of this funding is due to the hard work and creativity of our Child Advocacy Center (hereafter CAC) staff led by Director Susan Casey. This memorandum will outline the purposes of funding and proposed amendments of our operating budget to expend these funds.

**OCFS Grant Obtained by Assemblyman Steck**

Enclosed is a letter from the Office of Child and Family Services awarding us the sum of \$50,000. In my budget memo to you dated August 16, 2023, I outlined our proposal to create a new position at the CAC of Assistant Director. This person would work closely with the Director on formation of policy and coordination of the operation of the CAC, with particular concentration on grant acquisition and management. He or she will also have a role in the Friends of the CAC, the not-for-profit organization that supports the work of the CAC through fund raising and public awareness activities. I have attached the third page of my 8/16/23 memorandum which outlined this proposal and potential solutions to financially support the creation of this position. At the time I wrote the budget memorandum, we had not yet been advised if the three outlined grant applications had been awarded. We did not create the position at that time, waiting instead until we heard the outcomes of our grant proposals. We did not win funding for the Child Fatality Review Team (primarily because we didn't partner with other counties) but we did obtain the second and third grants now the subject of this memorandum.

The proposed position of Assistant Direct of the CAC will be \$75,000. This cost is offset first by the elimination of the administrative assistant budget line of \$35,480. This was held by Julia Reyes who was promoted to become the Multi-Disciplinary Team Case Coordinator leaving this budget line vacant last year. But funding for that position came from our annual OCFS grant for a cycle that ends on 9/30/2024, which we will seek to amend to support this new position instead. That leaves us with a shortfall of \$39,520.

We are proposing to meet that shortfall of \$39,250 from this Steck grant of \$50,000. The remaining \$10,480 of the Steck grant we propose to expend on expansion of physical space and equipment at the CAC. These proposed expenditures are we believe consistent with the established purpose of the grant award to "be used to assist with the training, victim advocacy and mental health components of this program." Time is of the essence for this grant which has a timeline ending March 31, 2024.

#### National Children's Alliance – Domestic Trafficking Victims Fund Grant

Attached is an award letter and budget from the National Child Alliance advising us of final approval of one award of \$74,436 for the 2024 calendar year. These funds are to be used to assist children who are victims of sex trafficking and child pornography. Because of the specialized purposes of this grant, we are restricted in how we spend the funds. We are also aware of the fact that these funds are one-shot with no commitment past this calendar year.

We propose the following expenditures:

1. \$24,253 to augment our mental health services by paying for mental health consultants to work part-time and off hours to offer counseling to child victims. We have this need based upon the expansion of mental health services since we hired a full-time clinician who has greatly expanded our caseload of children and families receiving these services;
2. \$19,908 to attend various nationwide trainings by staff for dealing with cases of sex trafficking and child pornography;
3. \$7,475 for registration fees for these conferences and trainings;
4. \$5,000 to bring in a trainer to train our staff and others in the field (CPS and law enforcement) on these issues;



5. \$17,798 for equipment and supplies including computers that will permit enhanced remote sessions for counselors to consult with clientele.

I commend Director Casey and all of our staff at the CAC for their initiative in obtaining these new grant revenues totalling \$124,436 to improve these vital services that we offer to abused and victimized children in our community and ask you to accept these grants and proposed expenditures.

dh

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

## County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 31, 2024

**SUBJECT:** Budget Amendment – District Attorney National Children’s Alliance  
Domestic Trafficking Victims Fund Grant

---

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the National Children's Alliance's Domestic Trafficking Victims Fund Grant.

Create/Increase Appropriation Code By:

A541165.415059	NCA Domestic Traffick Victims	<u>\$74,436</u>
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Create/Increase Revenue Code By:

A11165.128910	NCA Domestic Traffick Victims	<u>\$74,436</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



## Office of Children and Family Services

**KATHY HOCHUL**  
Governor

**SUZANNE MILES-GUSTAVE, ESQ.**  
Acting Commissioner

December 4, 2023

Susan Casey  
Schenectady County Child Advocacy Center, Office of Schenectady County District Attorney  
388 Broadway  
Schenectady, NY 12305

Dear Susan Casey:

Congratulations! The New York State Legislature has established a Legislative Grant in the SFY 2023-2024 State Budget for your Agency to be administered by the New York State Office of Children and Family Services (OCFS). The award will become final upon funding approval and your successful completion of the contract process.

Your staff must work with OCFS to complete the contract development and execution process. Please keep the following things in mind as you proceed:

- **Keep this letter for reference.** It provides important information you will need and contact information for the OCFS staff who will assist you. Please share it with anyone in your organization who will be working on contract development.
- If your grant is over \$50,000, once contract development is complete, the contract must be approved by the **Office of the New York State Comptroller (OSC)** and finalized by OCFS. It will then be "fully executed" and you can begin to submit claims against the grant. A contract approval letter with instructions to start the claiming process will be sent when this has occurred.
- OCFS does **NOT** expect you to begin providing services without this contract being fully executed. If you choose to do so, you run the risk of incurring expenses that OCFS may not be able to pay. If you have any questions about this, please contact your OCFS Contract Manager listed at the end of this document.

### **Award Information**

Please note that your grant cannot be claimed against until your contract is successfully developed and approved (as described above). Here is your contract award information:

Contract Number: TM11557  
Earliest Date to Start: 04/01/2023  
Total Contract Value: \$50,000

Award Number: LA3901

### **Contract Due Date**

Our goal is to have a fully executed contract to meet prompt contracting deadlines. To accomplish this, you will be given 30 calendar days to develop your contract and work with OCFS staff to make any needed refinements.

## Child Advocacy Center

With the promotion of Julia Reyes from Administrative Assistant to Multidisciplinary Team Case Coordinator, her budget line of \$35,480 is vacant.

The Director of the Child Advocacy Center, Susan Casey, believes that the needs of the CAC will best be met with managerial resources rather than clerical assistance. Upon Susan's recommendation, I am asking the legislature to eliminate the position of Administrative Assistant and replace it with a new position titled Assistant Director of the Child Advocacy Center.

We want to find someone who has grant procurement and management experience with strengths in policy, finance, communications, and analytics. The assistant will manage grants and funding alongside the Director. The Assistant will coordinate and communicate with County Finance on all fiscal matters. In addition, the Assistant will work with the 501(c)(3) Friends of the CAC following up on the Board's requests and helping with community outreach, education and fundraising.

We are asking for a salary of \$75,000 to attract a candidate with experience or a post-graduate degree in public policy or related expertise. This cost is offset by the elimination of the administrative assistant budget line of \$35,480. We have in motion 3 potential sources of revenue to make up the \$39,520 shortfall, as follows:

- We have submitted an application for OCFS funding for a Child Fatality Review Team. In that application for \$70,000 total, we asked for \$37,500 for salary to upgrade a clerical position to a managerial position, stating in the application that this position would provide "full staff support for the Child Fatality Review Team, including planning, communication and follow-up for each meeting, research and analysis of best practices, coordination of training opportunities, and monitoring of related grants and funding." If successful this funding will offset the cost of the Assistant Director for five years.
- We have been told that Assemblyman Steck has secured an additional \$50,000 grant for the CAC. We have yet to hear when the money will be distributed or any limitations on its use, and it would be a one-shot allocation but this could be a source of revenue to fund this position for a little more than one year.
- Susan has also applied for a grant from the National Children's Alliance for \$75,000. This grant is for the purpose of assisting with cases involving child abuse and sex trafficking. But even if it doesn't expressly offset this Administrative Assistant position, it may offset other county costs. She expects to hear from them in September.

Between these three potential sources, I am confident that we will raise the resources to pay for the Confidential Assistant to the Director of the CAC.

## **Robert M. Carney**

---

**From:** James Magoon <jmagoon@nca-online.org>  
**Sent:** Friday, January 19, 2024 12:08 PM  
**To:** Susan P. Casey  
**Cc:** Yoni Moskow; Rory Fluman; Robert M. Carney; tom.bellick@schenectadycountyny.gov  
**Subject:** 2024 NCA DTVF Award - Approved Budget  
**Attachments:** SCHE-NY-DTVF24 Approved Budget.xlsx

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Susan,

Congratulations again on your award SCHE-NY-DTVF24. The awarded amount under DTVF is \$74,436.00. The framework of your approved grant application proposal may not be changed during the grant year.

Attached you'll find the final approved grant budget with notes for your 2024 NCA DTVF grant. Please keep it as part of your grant file. Please expect additional communication regarding your custom reporting workbook prior to your first Programmatic call. This workbook will include your grant proposal budget, budget modification requests and fiscal reports all into one workbook, to be used throughout the year for fiscal reporting requirements.

Please contact me if you have any questions or concerns, and I look forward to working with you this year!

Jim

James Magoon  
Program Associate  
National Children's Alliance  
921 Pennsylvania SE, Unit #313  
Washington, DC 20003  
[jmagoon@nca-online.org](mailto:jmagoon@nca-online.org)  
(202) 548-0090 x120





Pricing Proposal  
Description #: 24358442  
Reference #: 1/18/24  
Created On: 1/18/2024  
Valid Until: 2/18/2024

## NY-County of Schenectady

Laura Barber  
HFCOMM/TON/ST/349  
680 STATE ST 6TH FLOOR  
ATTN: ACCOUNTS PAYABLE  
SCHENECTADY, NY 12305  
United States  
Phone: 5183834241  
Fax: 5183834241  
Email: laura.barber@schenectadycountry.com

Melany Elmaget  
290 Davidson Ave  
Schenectady, NY 12307  
Phone: 518-744-4084 ext 6272  
Fax: 518-744-4084  
Email: melany@shicom.com

## Inside Account Manager

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Adobe Acrobat Pro for enterprises, Subscription New, Monthly, 1 User, Large Government Agencies - Level 7 100-4999 (NTP a Req) 12 Month Term SHI International Corp - Part# 650241158C07A12 SHI International Corp - Part# 650241158C07A12 Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 001438-841 Notes: Part# 650241158C07A12	8	\$144.12	\$1,257.08
Total			\$1,257.08

## Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please send requests to 290 Davidson Ave, Schenectady NY 12307

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Catalog, please contact an SHI Inside Sales Representative at (518) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-500046; DUNS# 61-429461; CCR# 61-2438576; CAGE 1HTD

The products offered under this proposal are listed in accordance with the terms and conditions of the Contract referenced lastly that applicable are here.

# GRANT PROPOSAL BUDGET - YEAR 1

Administrative County Court Agency Center										2015-2016									
DTP										Internal Major									
Budget / Carry / Exp										12/12/2015									
Personnel	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-			
Fringe	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-			
Travel	\$	18,614.00	\$	18,614.00	Approved	\$	825.35	\$	2,188.35	\$	4,403.35	\$	7,564.35	\$	18,614.00	\$			
Equipment	\$	-	\$	-		\$	-	\$	-	\$	-	\$	-	\$	-	\$			
Supplies	\$	18,472.00	\$	18,472.00	Approved	\$	11,798.00	\$	1,129.00	\$	2,500.00	\$	4,209.00	\$	18,472.00	\$			
Commodities/Contract	\$	20,250.00	\$	20,250.00	Approved	\$	7,500.00	\$	7,500.00	\$	7,500.00	\$	7,500.00	\$	20,250.00	\$			
Other	\$	10,225.00	\$	10,225.00	Approved	\$	4,405.00	\$	4,505.00	\$	4,505.00	\$	1,220.00	\$	10,225.00	\$			
Indirect Expenses																			
TOTAL INDIRECT COSTS																			
GRAND TOTAL																			

# A. PERSONNEL

Use table provided by this table of personnel. If possible, show the actual salary rate and the percentage of time to be devoted to the project. Compensation for per employee engaged in project estimated. Use the provided table and provide your own table for other personnel.

Title, Name of Employee*	Description of Project/Assignment to relationship to fulfilling the project goals and objectives	PT/PT	Salary, hourly, daily, weekly or yearly	Rate, hourly, daily, weekly or yearly	Time allocated, percentage of project time	Requested Amount	NCA Approved Amount	NCA Status
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0.00%	\$ -	\$ -						
0.00%	\$ -	\$ -						
0.00%	\$ -	\$ -						
0.00%	\$ -	\$ -						
0.00%	\$ -	\$ -						
0.00%	\$ -	\$ -						
0.00%	\$ -	\$ -						
0.00%	\$ -	\$ -						

## B. FRINGE BENEFITS

Project budget estimated based on estimated cost of fringe benefits. If possible, show the actual salary rate and the percentage of time to be devoted to the project. Compensation for per employee engaged in project estimated. Use the provided table and provide your own table for other personnel.

Title, Name of Employee	Description	Contract position as fringe benefit	Rate	Rate	Requested Amount	NCA Approved Amount	NCA Status
-------------------------	-------------	-------------------------------------	------	------	------------------	---------------------	------------

0.00%	\$ -	\$ -					
0.00%	\$ -	\$ -					
0.00%	\$ -	\$ -					
0.00%	\$ -	\$ -					
0.00%	\$ -	\$ -					
0.00%	\$ -	\$ -					
0.00%	\$ -	\$ -					
0.00%	\$ -	\$ -					

Use our organization NCA's NOT have completed fringe benefit table approved by a Federal agency. Use off estimate actual fringe benefit expenses for each fringe benefit employee.





[illegible]

## 1. SUPPLIES

Describe how the purchase is necessary for the success of the project	Quantity	Unit Cost	Requested Amount	NDA Approved Amount	DCI Notes
Excluded one collection point for all data, PowerPoint creation and presentation, MTR Coordinator Consultancy Outreach Meeting/ Presentation, Outreach Programming Tools, Plan for remote sessions for Malawi and partner based Health Clinics	4	\$ 1,585.00	4,730 \$	4,730.00	Approved
TRAC, TSCC, STC, TSCB, TSCB, CSM	1	\$ 2,500.00	2,500 \$	2,500.00	Approved
Specific supplies for training activities	3	\$ 2,500.00	2,500 \$	2,500.00	Approved
Personal services	2	\$ 500.00	600 \$	600.00	Approved
Personal supplies to create statements training materials	3	\$ 5,000.00	5,000 \$	5,000.00	Approved
Printer for training/presentation on GMA/CMAI for Training	1	\$ 600.00	600 \$	600.00	Approved
Subsides for remote meeting/training/presentation	2	\$ 150.00	300 \$	300.00	Approved

For each consultant under the agency, if known, list the type of project, number of staff, and estimated costs for the project. Consultant fees must not exceed \$100 per day or \$1,000 per hour.

Service Provided	Fee	Units for Fee	Quantity	Requested Amount	NCA Approved Amount	NCA Notes
Writing identifications, processing applications and forwarding NADT transcripts	\$ 650.00	8 Hour Day	3.0	\$ 2,550	\$ 3,550.00	Approved - 100% forwarded to state meeting (paid under existing rule, no second)
Field supervisor/manager for NADT members to the field of CUSA/CUSA East/Trailblazing	\$ 450.00	8 Hour Day	4.0	\$ 2,600	\$ 2,600.00	Approved
Field supervisor/manager for NADT partners in the field of CUSA/CUSA East/Trailblazing	\$ 81.25	Hourly	5.5	\$ 447	\$ 447.00	Approved
Lead show position to provide other leader or status hour questions with victims	\$ 81.25	Hourly	288.5	\$ 24,315	\$ 24,315.00	Approved - (Must be forward to state meeting (paid under existing rule, no second)
	\$ -	Hourly	0.0	\$ -	\$ -	Charged (must be approved to state meeting) - (Must be forward to state meeting)
	\$ -	Hourly	0.0	\$ -	\$ -	Charged (must be approved to state meeting) - (Must be forward to state meeting)
	\$ -	Hourly	0.0	\$ -	\$ -	Charged (must be approved to state meeting) - (Must be forward to state meeting)

1	Hourly	0.0	\$			Challenge your prior approval of the procurement process. Please address the questions with the original FICL Request for Proposal, after it is awarded.
2	Hourly	0.0	\$			Challenge your prior approval of the procurement process. Please address the questions with the original FICL Request for Proposal, after it is awarded.
3	Hourly	0.0	\$			Challenge your prior approval of the procurement process. Please address the questions with the original FICL Request for Proposal, after it is awarded.
4	Hourly	0.0	\$			Challenge your prior approval of the procurement process. Please address the questions with the original FICL Request for Proposal, after it is awarded.
5	Hourly	0.0	\$			Challenge your prior approval of the procurement process. Please address the questions with the original FICL Request for Proposal, after it is awarded.

**Researcher's Contribution:** This research has

Description of the activity carried out	Quantity	Unit of measure	Date	Target of Time	Requested Activity
Characteristics of the activity carried out					

43

## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Health, Housing and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 4

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

A RESOLUTION TO AUTHORIZE A TITLE UPGRADE FOR CERTAIN EMPLOYEES OF THE GLENDALE NURSING HOME

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

Provides authorization to Upgrade the Titles of Certified Nursing Assistants and Licensed Practical Nurse at the Glendale Home by One Grade.

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

Authorizes the upgrade of the titles of Certified Nursing Assistants (CNA) and Licensed Practical Nurse (LPN) at the Glendale Home to take effect March 3, 2024.

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

The County of Schenectady's Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate a contractual change in the Certified Nursing Assistant and Licensed Practical Nurses' Salary scales.

#### Increase Appropriation Code By:

G516020_E1696	Personnel-Working Team Leader: CNA	\$3,290
G516020_E1202	Personnel-Nursing Assistant	\$119,660
G516020.112050	Personnel- Hourly-Aides, Orderlies & Asst	\$13,340
G516020.119050	Personnel-Overtime CNA	\$25,720
G516020_D1216	Personnel-Licensed Practical Nurse	\$59,070
G516020.112040	Personnel-Hourly Skilled Nursing	\$8,120
G516020.119040	Personnel-Overtime Licensed Practical Nurse	\$17,760
G516020.131100	Personnel-Shift Differentials	\$1020
G516020.130000	Personnel-Longevity	\$4,780
		<b>\$252,760</b>

#### Increase Use of Surplus By:

G.599	Appropriated Surplus-Glendale	<u>\$252,760</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

### **Justification:**

Christopher Gardner, County Attorney, indicated that this upgrade would increase the annual pay for CNA's by a range from 4.29% to 4.4% and increase LPN's pay by 4.4%, this change would help address recruitment efforts, reduce overtime, and avoid fines associated with the NYS Department of Health's staffing requirements.

**Sponsor:** Legislator Ostrellich  
**Co-Sponsor:**

# COUNTY OF SCHENECTADY



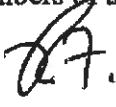
RORY FLUMAN  
COUNTY MANAGER

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

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

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Christopher Gardner, County Attorney  
Todd Zbytniewski, Glendale Home Administrator  
Jaclyn Falotico, Commissioner of Finance

**Date:** February 2, 2024

**Re:** Authorization to Upgrade the Titles of Certified Nursing Assistants and Licensed Practical Nurses at the Glendale Home by One Grade

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Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to upgrade the titles of Certified Nursing Assistants (CNA's) and Licensed Practical Nurses (LPN's) at the Glendale Home by one grade, effective March 3, 2024. This change would increase the annual pay for CNA's by a range from 4.29% to 4.4% and increase LPN's pay by 4.4%. This change could help address at the Glendale Home recruitment.

As Mr. Gardner indicates, this action, which would increase payroll costs, could be offset by the fact that the Glendale Home would have less of a need to hire agency CNA's and LPN's, reduce the use of overtime, and avoid fines associated with the NYS Department of Health's staffing requirements.

I recommend your approval.

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

**To:** Rory Fluman, County Manager

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

**Dated:** January 30, 2024

**Copies to:** Todd M. Zbytniewski, Administrator at Glendale Home  
Jaclyn Falotico, Commissioner of Finance  
Geoffrey T. Hall, Clerk of the Legislature  
M. Joe Landry, Counsel to the Legislature  
Joseph McQueen, Director of Human Resources  
Dennine LaPlante, Sr. Employee Benefits Administrator  
Sarah H. Petraccione, First Deputy County Attorney  
Mary Lou Riddle, Executive Secretary to the County Manager  
Charles Davidson, Sustainability Coordinator

**Re:** Proposed One Grade Upgrade for Certified Nursing Assistants (CNA's) and Licensed Practical Nurses (LPN's) at Glendale Nursing Home

In April 2022, the County Legislature approved a significant increase in the weekend differential and the afternoon and night differential for both Certified Nursing Assistants (CNA's) and Licensed Practical Nurses (LPN's). Despite this action, there continues to be a significant staff shortage for both CNA's and LPN's, which ranges from 20% to 33% of budgeted positions. This shortage has a negative impact on the quality of care provided. In December, 22 of 83 CNA postings were vacant, and 11 of 51 LPN positions were vacant.

We discussed a potential one grade upgrade for both titles in order to help address this staffing shortage.

**Impact of the One Grade CNA Upgrade from Grade 7 to Grade 8 on 2024 Wage Schedule**

Grade	Increment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
7	\$1,120	\$35,450	\$36,570	\$37,689	\$38,809	\$39,929	\$41,048
8	\$1,177	\$36,970	\$38,146	\$39,323	\$40,500	\$41,677	\$42,854
		+4.29%	+4.31%	+4.34%	+4.33%	+4.38%	+4.40%

This would provide an immediate pay increase ranging from 4.29% to 4.40%, effective March 3, 2024.

At Step 1, the annual pay increase would be \$1,520 or \$0.73 per hour.

At Step 6, the annual pay increase would be \$1,806 or \$0.87 per hour.

The LPN's are not currently on the primary 1199 pay scale. This is because previously, the LPN's had a separate bargaining unit and were represented by SEIU Local 721. The remainder of the SEIU employees were represented by SEIU Local 200. The two units merged into a single unit when 1199 SEIU became the exclusive bargaining agent.

#### **Impact of Upgrade Equivalent for LPN's - 2024**

The current wage schedule for LPN's is as follows. It is close to a grade 13 on the primary 1199 wage scale.

Grade: Ungraded					
<u>Increment</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$1,430	\$45,343	\$46,773	\$48,203	\$49,633	\$51,064

I propose increasing their wages by 4.40%—similar to the percentage increase for the CNA's, effective March 3, 2024.

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
\$47,338	\$48,831	\$50,324	\$51,817	\$53,311

At Step 1 the annual pay increase is \$1,995 or \$0.96 per hour. At Step 5 the annual pay increase is \$2,247 or \$1.08 per hour.

This proposed action would increase payroll costs for these two portions by 4.4% per position. This cost should be partially offset by a decrease in the need to hire agency CNA's and LPN's and a potential reduction in overtime. It should also help the County meet New York State Department of Health staffing requirements and help avoid fines.

This action would apply to both the full-time and part-time CNA's and LPN's.

I recommend that this action be presented to the County Legislature at its February 4<sup>th</sup> meeting. We are quickly approaching the tenth anniversary of the opening of the new Glendale Home in May, 2014, and this proposed action would be a fitting tribute of Schenectady County's continuing commitment to assisting those who require skilled nursing care.

CHG/kah



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

## County Finance

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance  
**DATE:** January 31, 2024 *RF*  
**SUBJECT:** Budget Amendment – Glendale LPN & CNA Salary Change

The County of Schenectady's Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate a contractual change in the Certified Nursing Assistant and Licensed Practical Nurses Salary scales.

Increase Appropriation Code By:

G516020._E1696	Personnel-Working Team Leader: CNA	\$3,290
G516020._E1202	Personnel-Nursing Assistant	\$119,660
G516020.112050	Personnel- Hourly-Aides, Orderlies & Asst	\$13,340
G516020.119050	Personnel-Overtime CNA	\$25,720
G516020._D1216	Personnel-Licensed Practical Nurse	\$59,070
G516020.112040	Personnel-Hourly Skilled Nursing	\$8,120
G516020.119040	Personnel-Overtime Licensed Practical Nurse	\$17,760
G516020.131100	Personnel-Shift Differentials	\$1020
G516020.130000	Personnel-Longevity	<u>\$4,780</u>
		<b>\$252,760</b>

Increase Use of Surplus By:

G.599	Appropriated Surplus-Glendale	<u>\$252,760</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Todd M. Zbytniewski, Administrator  
**DATE:** February 1, 2024  
**SUBJECT:** Increase for Certified Nurse Aides & Licensed Practical Nurse

At a recent meeting there was discussion regarding the current wage scale for Certified Nurse Aides (CNA) and Licensed Practical Nurses (LPN).

There has historically been turnover in both positions which creates fluctuations in staffing levels, which are covered by agency staff and Glendale staff overtime, both of which are paid at a premium. There is also fluctuation with applicants that apply for both positions. For healthcare providers, including Glendale, it has become more challenging to hire new staff.

Glendale home offers a competitive wage and benefits package in our region however we are competing with four (4) other nursing homes, a hospital system, and several physician offices. We are also competing with employers in other sectors.

I am in support of and in agreement with Christopher Gardener's memo dated January 30, 2024, regarding *Increase for Certified Nurse Aides & Licensed Practical Nurse*. I feel this action will assist with recruitment of new staff in addition to retaining our hard-working staff currently employed at Glendale.

Thank you for your consideration

## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Health, Housing and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 5

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

A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF ADDICTION SERVICES AND SUPPORT FROM THE OPIOID SETTLEMENT FUND

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

Provides Authorization to Accept Funding from the NYS Office of Addiction Services and Supports' (OASAS) Opioid Settlement Fund.

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

Authorization to accept \$1,377,250 for the County and \$131,433 as an "other litigation entity" on behalf of the City of Schenectady from NYS OASAS's Opioid Settlement Fund. Also, to amend the 2024 Operating Budget with an additional \$319,780 from the State Attorney General Opioid settlement fund for a total of \$1,828,463 with \$1,697,030 staying within the County's budgeted revenue.

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

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept the NYS OASAS Opioid Settlement Funding and NYS AG Opioid Settlement Funding.

#### Create/Increase Appropriation Codes By:

A544230.400614	OASAS Opioid Settlement	\$1,377,250
A544320.400616	OASAS City Opioid Settlement	\$131,433

#### Increase Appropriation Codes By:

A544230.400615	AG Opioid Settlement	<u>\$319,780</u>
		\$1,828,463

#### Create/Increase Revenue Codes By:

A34230.237503	OASAS Opioid Settlement	\$1,377,250
A34230.237504	OASAS City Opioid Settlement	\$131,433

#### Increase Revenue Code By:

A34230.237501	AG Opioid Settlement	<u>\$319,780</u>
		\$1,828,463

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

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

**Date:** February 2, 2024

**Re:** Authorization to Accept Funding from the NYS Office of Adiction Services and Supports' (OASAS) Opioid Settlement Fund

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We are requesting authorization to accept \$1,377,250 for the County and \$131,433 an "Other Litigating Entity" on behalf of the City of Schenectady from NYS OASAS's Opioid Settlement Fund. We would also like to amend the 2024 budget for that amount with an additional \$319,780 from the state's Attorney General Opioid settlement funds for a total of \$1,828,463 with \$1,697,030 staying within the County's budgeted revenue lines.

Previously, Opioid related revenues have been accounted for in the Approved 2024 budget. The state's Attorney General portion of these funds have been set clearly on actuary tables for over the next 20 years. The OASAS portion of these Opioid settlement funds unlike other opioid settlement funds have no future guarantees as to this level of funding from NYS OASAS. This money has mandated uses for ongoing opioid related expenses that affect Medicaid, Youth Services, Housing, Community Mental Health, and other County mandated continuum of care services including the Department of Social Services.

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

I recommend your approval.

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

## County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 30, 2024

**SUBJECT:** Budget Amendment – Community Services-Opioid Settlement Funding

The Department of Finance provides the following amendment to the 2024 Operating Budget to the accept the NYS OASAS Opioid Settlement Funding and NYS AG Opioid Settlement Funding.

Create/Increase Appropriation Codes By:

A544230.400614	OASAS Opioid Settlement	\$1,377,250
A544320.400616	OASAS City Opioid Settlement	\$131,433

Increase Appropriation Codes By:

A544230.400615	AG Opioid Settlement	<u>\$319,780</u>
		\$1,828,463

Create/Increase Revenue Codes By:

A34230.237503	OASAS Opioid Settlement	\$1,377,250
A34230.237504	OASAS City Opioid Settlement	\$131,433

Increase Revenue Code By:

A34230.237501	AG Opioid Settlement	<u>\$319,780</u>
		\$1,828,463

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



Office of Addiction  
Services and Supports

KATHY HOCHUL  
Governor

CHINAZO CUNNINGHAM, MD  
Commissioner

November 22, 2023

Darin Samaha  
Schenectady County Office of Community Services  
Schenectady County

Dear Darin,

On behalf of Governor Kathy Hochul, I am pleased to inform you that your county will be receiving money from the Opioid Settlement Fund as designated by the settlement agreements for the state fiscal year 2024.

OASAS is providing the Local Governmental Unit (LGU) for Schenectady County with dollars to use at its discretion based on the allowable use of funds per Opioid Settlement and Statute, and additional funding guaranteed to Other Litigating Entities (OLEs) within the county where applicable. Additional information on the use of funds and reporting is provided on the [Opioid Settlement Fund Regional Abatement website](#).

LGU Allocation	\$579,676	
Other Litigating Entity	\$54,000	Schenectady City
Total Amount in State Aid	\$633,676	

OASAS is excited to work in partnership with the cities, LGUs, and OLEs on the use of the Opioid Settlement Fund. This funding is important in addressing the substance use prevention, treatment, harm reduction, and recovery services needs at the local level. Payments will be processed in January 2024; you will receive updates from OASAS on the status of the payment.

Please coordinate any publicity regarding this award with the OASAS Communications Office at [communications@oasas.ny.gov](mailto:communications@oasas.ny.gov) or by calling (518) 457-8299. Any other questions can be directed to (518) 485-2322.

Sincerely,

Chinazo Cunningham, MD  
Commissioner

cc: Constance Burke  
Deborah Davis  
Keith McCarthy  
Tracey Collins  
Trishia Allen



**Office of Addiction  
Services and Supports**

**KATHY HOCHUL**  
Governor

**CHINAZO CUNNINGHAM, MD**  
Commissioner

February 10, 2023

Darin Samaha  
Schenectady County Office of Community Services  
Schenectady County

Dear Darin,

On behalf of Governor Kathy Hochul, I am pleased to inform you that your county will be receiving money from the Opioid Settlement Fund.

OASAS is providing the Local Governing Unit for Schenectady County with dollars for the LGU to procure at its discretion based on the allowable use of funds per Settlement and Statute, and additional funding guaranteed to Other Litigating Entities within the county where applicable. The amounts provided are designated for **the Opioid Settlement Fund**. Additional information on use of funds and reporting are provided in the Opioid Settlement Fund Regional Abatement Planned Use of Funds Request posted to the OASAS website.

LGU allocation                      \$797,574.28

Other Litigating Entities        **\$17,433.00**

Total Amount in State Aid      \$875,007.28

OASAS is excited to work in partnership with the cities, local governing units and other litigating entities on the use of Opioid Settlement funds. This funding is important in addressing the substance use prevention, treatment, harm reduction and recovery service needs at the local level.

Please coordinate any publicity regarding this award with the OASAS Communications Office at [communications@oasas.ny.gov](mailto:communications@oasas.ny.gov) or by calling (518) 457-8299. Any other questions can be directed to (518) 485-2322.

Sincerely,

**Chinazo Cunningham, MD**  
Commissioner

cc: Sean Byrne  
Trishia Allen  
Deborah Davis  
Constance Burke

# National Opioid Settlements



## DISTRIBUTOR YEAR 3 PAYMENT ALLOCATION TO NEW YORK (As of 5/18/23)

TABLE 1: YEAR 3 SUMMARY

		Base and Incentive	Additional Restitution	Total Payment 3
A.	<b>Exhibit M Total (Maximum)</b>	<b>\$44,901,740.37</b>	<b>\$10,216,819.17</b>	<b>\$55,118,559.54</b>
1.	Base	\$25,995,744.42		\$25,995,744.42
2.	Incentives A, B & C (Maximum)	\$18,905,995.94		\$18,905,995.94
(a)	Incentive A (Qualified)	\$18,905,995.94		\$18,905,995.94
(b)	Incentive B (Up to 62.5% of Incentive A) [N/A]	\$0.00		\$0.00
(c)	Incentive C (Up to 37.5% of Incentive A) [N/A]	\$0.00		\$0.00
3.	Incentive D (Not Applied Until Payment 6)	\$0.00		\$0.00
4.	Section XIII.B Offset Relating to Incentive A [N/A]	N/A		\$0.00
(a)	Payments 1 and 2 Incentive A Issued	N/A		\$0.00
(b)	Payments 1 and 2 Incentives B and C Due	N/A		\$0.00
5.	Additional Restitution		\$10,216,819.17	\$10,216,819.17
B.	<b>Total Allocation</b>	<b>\$44,901,740.37</b>	<b>\$10,216,819.17</b>	<b>\$55,118,559.54</b>
C.	<b>Allocation Method</b>	<b>NY Distributors Sharing Agreement</b>		
1.	17.5% to the State of New York	\$7,857,804.58	\$0.00	\$7,857,804.58
2.	16.39% to the Lead State Agency to be placed in the Opioid Settlement Fund for Regional Spending	\$7,359,395.25	\$0.00	\$7,359,395.25
3.	20% to the Lead State Agency to be placed in the Opioid Settlement Fund for Discretionary Spending	\$8,980,348.07	\$0.00	\$8,980,348.07
4.	5.4% to the Direct Share Subdivisions as "Direct Unrestricted Funds."	\$2,424,693.97	\$0.00	\$2,424,693.97
5.	5.4% to the Direct Share Subdivisions as "Direct Restricted Funds."	\$2,424,693.98	\$0.00	\$2,424,693.98
6.	6.68% to the County of Nassau	\$2,999,436.26	\$0.00	\$2,999,436.26
7.	8.63% to the County of Suffolk	\$3,875,020.19	\$0.00	\$3,875,020.19
8.	20% to the City of New York	\$8,980,348.07	\$0.00	\$8,980,348.07
a	Additional Restitution to State	\$0.00	\$10,216,819.17	\$10,216,819.17

TABLE 2: ALLOCATION TO SUBDIVISIONS

	Subdivision	State Agreement Schedule A Allocation %a	Total Payment 3
1.	Albany City	0.0000000000%	\$0.00
2.	Albany County	2.7913752010%	\$135,364.61
3.	Allegany County	0.4926513190%	\$23,890.57
4.	Amherst Town	0.0000000000%	\$0.00
5.	Amsterdam City	0.0000000000%	\$0.00
6.	Auburn City	0.0000000000%	\$0.00
7.	Broome County	2.7906738710%	\$135,330.60
8.	Buffalo City	0.0000000000%	\$0.00
9.	Cattaraugus County	0.8858041660%	\$42,956.08
10.	Cayuga County	0.9035236530%	\$43,815.37
11.	Chautauque County	1.7127445910%	\$83,057.63
12.	Cheektowaga Town	0.0000000000%	\$0.00
13.	Chemung County	1.2319397200%	\$59,741.54
14.	Chenango County	0.5164752860%	\$25,045.89
15.	Clinton County	0.8315132990%	\$40,323.31
16.	Columbia County	0.6567903820%	\$31,850.31
17.	Cortland County	0.5410362570%	\$26,236.95
18.	Delaware County	0.5493642560%	\$26,640.80
19.	Dutchess County	4.3811044590%	\$212,456.75
20.	Erie County	13.9818326490%	\$678,033.31
21.	Essex County	0.3672932460%	\$17,811.47
22.	Franklin County	0.4573530600%	\$22,178.82
23.	Fulton County	0.4620704730%	\$22,407.59
24.	Genesee County	0.7106300890%	\$34,461.21
25.	Geneva City	0.0000000000%	\$0.00
26.	Greene County	0.7932676780%	\$38,468.63
27.	Hamilton County	0.0302696430%	\$1,467.89
28.	Herkimer County	0.6583080790%	\$31,923.91
29.	Herkimer Village	0.0000000000%	\$0.00
30.	Ithaca City	0.0000000000%	\$0.00
31.	Jefferson County	1.2736868260%	\$61,766.02



# National Opioid Settlements



## DISTRIBUTOR YEAR 3 PAYMENT ALLOCATION TO NEW YORK (As of 5/18/23)

32.	Lackawanna City	0.0000000000%	\$0.00
33.	Lancaster Town	0.0000000000%	\$0.00
34.	Lewis County	0.2511241980%	\$12,177.99
35.	Livingston County	0.6787970770%	\$32,917.50
36.	Madison County	0.8105951010%	\$39,308.90
37.	Monroe County	9.3844330240%	\$455,087.57
38.	Montgomery County	0.4533959490%	\$21,986.93
39.	Mount Vernon City	0.0000000000%	\$0.00
40.	Nassau County	0.0000000000%	\$2,999,436.26
41.	New York City	0.0000000000%	\$8,980,348.07
42.	Niagara County	3.4168770660%	\$165,697.63
43.	Ogdensburg City	0.0000000000%	\$0.00
44.	Oneida County	2.8267331810%	\$137,079.26
45.	Onondaga County	6.3237587860%	\$306,663.60
46.	Ontario County	1.3099447220%	\$63,524.30
47.	Orange County	5.1877256690%	\$251,572.94
48.	Orleans County	0.4128565710%	\$20,021.02
49.	Oswego County	1.5494950930%	\$75,141.03
50.	Otsego County	0.6709621310%	\$32,537.56
51.	Plattsburgh City	0.0000000000%	\$0.00
52.	Poughkeepsie City	0.0000000000%	\$0.00
53.	Putnam County	1.1848867530%	\$57,459.76
54.	Rensselaer County	1.2707349360%	\$61,622.87
55.	Rochester City	0.0000000000%	\$0.00
56.	Rockland County	3.0818168680%	\$149,449.26
57.	Rome City	0.0000000000%	\$0.00
58.	Saratoga County	1.6793170720%	\$81,436.60
59.	Saratoga Springs City	0.0000000000%	\$0.00
60.	Schenectady City	0.0000000000%	\$0.00
61.	Schenectady County	1.2173977960%	\$59,036.34
62.	Schoharie County	0.2777697780%	\$13,470.13
63.	Schuyler County	0.2082487290%	\$10,098.79
64.	Seneca County	0.3868470500%	\$18,759.71
65.	St. Lawrence County	1.2342622020%	\$59,854.16
66.	Steuben County	1.1371387540%	\$55,144.27
67.	Suffolk County	0.0000000000%	\$3,875,020.19
68.	Sullivan County	1.8886265590%	\$91,586.83
69.	Syracuse City	0.0000000000%	\$0.00
70.	Tioga County	0.5423478360%	\$26,300.55
71.	Tompkins County	1.1775867450%	\$57,105.75
72.	Tonawanda Town	0.0000000000%	\$0.00
73.	Troy City	0.0000000000%	\$0.00
74.	Ulster County	2.4629960410%	\$119,440.23
75.	Utica City	0.0000000000%	\$0.00
76.	Warren County	0.6121628230%	\$29,686.15
77.	Washington County	0.4799035450%	\$23,272.38
78.	Wayne County	0.9940892490%	\$48,207.24
79.	Westchester County	9.2078940770%	\$446,526.51
80.	Wyoming County	0.4116571240%	\$19,962.85
81.	Yates County	0.2479092880%	\$12,022.08
82.	Yonkers City	0.0000000000%	\$0.00
83.	<b>TOTALS</b>	<b>67.7331708870%</b>	<b>\$20,704,192.47</b>

National Opioid Settlements: Teva, Allergan, CVS, Walgreens, and Walmart

Schenectady County, NY  
Reference Number: CL-388244

***TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:  
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID SETTLEMENTS.***

### **SETTLEMENT OVERVIEW**

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against two pharmaceutical manufacturers, Teva and Allergan ("Manufacturers"), and three pharmacies, CVS, Walgreens, and Walmart ("Pharmacies"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers and Pharmacies to pay billions of dollars to abate the opioid epidemic. The Settlements total over \$20 billion. Of this amount, approximately \$17 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Teva to pay up to \$3.34 billion over 13 years and to provide either \$1.2 billion of its generic version of the drug Narcan over 10 years or an agreed upon cash equivalent over 13 years;
- Allergan to pay up to \$2.02 billion over 7 years;
- CVS to pay up to \$4.90 billion over 10 years;
- Walgreens to pay up to \$5.52 billion over 15 years; and
- Walmart to pay up to \$2.74 billion in 2023, and all payments to be made within 6 years.

As provided under the Agreements, these figures are net of amounts attributable to prior settlements between the Defendants and certain states/subdivisions, and include amounts for attorneys' fees and costs.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or dispensing practices.

Each of the proposed settlements has two key participation steps.

**First**, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

**Second**, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

### **WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?**

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the 2021 national opioid settlements.

### **WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?**

Your state has elected to participate in one or more of the Settlements with the Manufacturers and/or the Pharmacies, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

*If you are represented by an attorney with respect to opioid claims, please contact them. Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.*

### **WHERE CAN YOU FIND MORE INFORMATION?**

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **April 18, 2023** deadline.

### **HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?**

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: [dse\\_na3@docuSign.net](mailto:dse_na3@docuSign.net) and [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **April 18, 2023**.

## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Health, Housing and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 6

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

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

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

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

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

Authorizes the acceptance of funds from the NYSDOH Local Health Department Performance Incentive Program in the amount of \$14,849. Schenectady County Public Health Services has been awarded a Performance Incentive for our work focused on the promotion of wastewater surveillance. SCPHS is one of 57 Local Health Departments to receive an award based on performance metrics.

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

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the NYS Department of Health for the Local Health Department Performance Incentive Award Program.

Increase Appropriation Code By:	
A544012.415198 Art 6 Perform Incentive Award	\$14,849

Increase Revenue Code By:	
A34012.340124 Art 6 Perform Incentive Award	\$14,849

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

### **Justification:**

Keith Brown, Public Health Director, indicates, the department will utilize these funds to purchase needed equipment that supports communicable disease investigation activities. Specifically, the County will use these funds for ongoing disease prevention efforts, a core program the department provides to the community.

**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 *R. F.*

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

**Date:** February 2, 2024

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

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Attached is a memorandum from Keith Brown, Public Health Director, requesting authorization to accept \$14,849 from the NYSDOH Local Health Department Performance Incentive Program. While the funds must be used for any Article 6 eligible services, NYSDOH encourages that these funds be used to support environmental health-related work and on-going disease prevention efforts.

As Mr. Brown indicates, the department will utilize these funds for its communicable disease program, specifically by purchasing equipment upgrades.

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

I recommend your approval.



**SCHENECTADY COUNTY  
PUBLIC HEALTH SERVICES  
INTEROFFICE MEMO**

**TO:** Rory Fluman, County Manager  
**FROM:** Keith Brown, Public Health Director  
**RE:** Legislative Action – February 2024 Legislative Meeting  
Requesting Legislative approval to accept funding from NYSDOH Local Health Department Performance Incentive Program Award

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

**DATE:** January 17, 2024

---

Dear Rory,

Schenectady County Public Health Services has been awarded a \$14,849 Performance Incentive for our work focused on the promotion of wastewater surveillance. SCPHS is one of 57 Local Health Departments to receive an award based on performance metrics.

These funds must be used to support costs associated with Article 6 eligible services. While costs associated with any eligible activity are acceptable, we are encouraged to consider utilizing the award funds to support ongoing disease prevention efforts. Communicable disease investigation activities are a core program our department provides to the community. We plan to use this money to support the communicable disease program through the purchase of needed equipment upgrades.

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

Sincerely,

Keith Brown, MPH  
Public Health Director

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

County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 29, 2024

**SUBJECT:** Budget Amendment –NYS Department of Health Performance Incentive Award

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the NYS Department of Health for the Local Health Department Performance Incentive Award Program.

<u>Increase Appropriation Code By:</u>		
A544012.415198	Art 6 Perform Incentive Award	<u>\$14,849</u>
<u>Increase Revenue Code By:</u>		
A34012.340124	Art 6 Perform Incentive Award	<u>\$14,849</u>

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



## Department of Health

**KATHY HOCHUL**  
Governor

**JAMES V. McDONALD, M.D., M.P.H.**  
Commissioner

**JOHANNE E. MORNE, M.S.**  
Acting Executive Deputy Commissioner

Dear Keith Brown, MPH,

Thank you for your participation in the New York State Department of Health's ongoing Local Health Department (LHD) Performance Incentive Program. In year eleven (2023) of the program, which began in December 2022 and concluded in August 2023, the Department focused on promoting wastewater surveillance.

The Department is pleased to announce that once again county participation in the program was strong. This year, 57 LHDs receive an award.

Schenectady County participated, receiving a composite score of 82.4 and has been awarded a total of \$14,849. Congratulations.

As with prior Performance Incentive program years, awards must be used to support costs associated with Article 6 eligible services. While costs associated with any eligible activity are acceptable, LHDs are encouraged to consider utilizing the award funds to support environmental health related work.

The Article 6 Team is requesting that each LHD submit a separate voucher for the Performance Incentive award specified in this letter. However, LHDs are not required to voucher the full award amount in a single voucher and may claim award funds throughout the 2024 program (calendar) year, allowing each LHD to determine the timing of the Performance Incentive award payment(s). The Performance Incentive award amount must be reflected on the Performance Incentive line in the 2024 Quarterly Expenditure Report (QER) and may be submitted with any 2024 QER(s) no later than March 31, 2025. Please submit the Performance Incentive award voucher electronically to [a6fis@health.ny.gov](mailto:a6fis@health.ny.gov).

Thank you again for your participation. We look forward to continuing to work with you and your staff to improve the delivery of public health services. Please send any questions regarding the award program to [a6PI@health.ny.gov](mailto:a6PI@health.ny.gov).

Sincerely,

Bryan Tarr  
GPHW Manager

Christopher F. Davis  
Performance Incentive Coordinator



## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Health, Housing and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 7

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

A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE SUPPORT OF THE CHILD ADVOCACY CENTER AND TO CREATE A NEW POSITION AT THE CHILD ADVOCACY CENTER

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

Provides Authorization to Accept Funding from the NYS Office of Children Services and Create and to Create and Eliminate Positions in the Child Advocacy Center.

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

Authorizes the acceptance of \$50,000 in funding from the NYS Office of Children Services for the Child Advocacy Center (CAC). Also, to eliminate the position of Multi-Disciplinary Team Case Coordinator and the creation of Assitant Director in the Child Advocacy Center (CAC). The terms of this grant are from April 1, 2023, through March 30, 2024

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

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the New York State Office of Children and Family Services for a Legislative Grant.

#### Create/Increase Appropriation Code By:

A511165_01776	Assistant Director of the CAC	\$75,000
A541165.315009	NYS/OCFS Legislative Grant	\$11,278

#### Decrease Appropriation Code By:

A511165_01742	Administrative Assistant	\$36,278
		\$50,000

#### Create/Increase Revenue Code By:

A31165.331009	NYS/OCFS Legislative Grant	\$50,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

### **Justification:**

Robert M. Carney, District Attorney, indicates that this funding would partially fund the position of Assistant Director of the Child Advocacy Center, as well as for the purchase of office equipment and for office space expansion at the CAC.

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

**Date:** February 2, 2024

**RE:** Authorization to Accept Funding from the NYS Office of Children and Family Services and to Eliminate and Create Positions in the Child Advocacy Center

---

Attached is a memorandum from Robert Carney, District Attorney, requesting authorization to accept funding from the NYS Office of Children and Family Services in the amount of \$50,000 for the Child Advocacy Center (CAC). As Mr. Carney indicates, this funding will partially fund the position of Assistant Director of the CAC, as well as the purchase of office equipment and expanding space at the CAC.

As the position of the Assistant Director of the CAC (JC-8), with a salary of \$75,000, is not in the budget currently, Mr. Carney is requesting authorization to create that position and to eliminate the position of Administrative Assistant. This change, along with the NYS Office of Children and Family Services grant, is what will fund this new position.

This grant has a term beginning on April 1, 2023 and ending March 31, 2024.

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

I recommend your approval.

**County of Schenectady**  
***Office of the District Attorney***  
**MEMORANDUM**

TO: Rory Fluman, County Manager  
Gary Hughes, Chair, County Legislature  
Jaclyn Falotico, Commissioner of Finance

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

DATE: January 25, 2024

SUBJECT: Acceptance of Grants for Child Advocacy Center

\*\*\*\*\*

I am pleased to inform you that we are in receipt of two new grants to support the work at our Child Advocacy Center. Acquisition of this funding is due to the hard work and creativity of our Child Advocacy Center (hereafter CAC) staff led by Director Susan Casey. This memorandum will outline the purposes of funding and proposed amendments of our operating budget to expend these funds.

OCFS Grant Obtained by Assemblyman Steck

Enclosed is a letter from the Office of Child and Family Services awarding us the sum of \$50,000. In my budget memo to your dated August 16, 2023, I outlined our proposal to create a new position at the CAC of Assistant Director. This person would work closely with the Director on formation of policy and coordination of the operation of the CAC, with particular concentration on grant acquisition and management. He or she will also have a role in the Friends of the CAC, the not-for-profit organization that supports the work of the CAC through fund raising and public awareness activities. I have attached the third page of my 8/16/23 memorandum which outlined this proposal and potential solutions to financially support the creation of this position. At the time I wrote the budget memorandum, we had not yet been advised if the three outlined grant applications had been awarded. We did not create the position at that time, waiting instead until we heard the outcomes of our grant proposals. We did not win funding for the Child Fatality Review Team (primarily because we didn't partner with other counties) but we did obtain the second and third grants now the subject of this memorandum.

The proposed position of Assistant Direct of the CAC will be \$75,000. This cost is offset first by the elimination of the administrative assistant budget line of \$35,480. This was held by Julia Reyes who was promoted to become the Multi-Disciplinary Team Case Coordinator leaving this budget line vacant last year. But funding for that position came from our annual OCFS grant for a cycle that ends on 9/30/2024, which we will seek to amend to support this new position instead. That leaves us with a shortfall of \$39,520.

We are proposing to meet that shortfall of \$39,250 from this Steck grant of \$50,000. The remaining \$10,480 of the Steck grant we propose to expend on expansion of physical space and equipment at the CAC. These proposed expenditures are we believe consistent with the established purpose of the grant award to "be used to assist with the training, victim advocacy and mental health components of this program." Time is of the essence for this grant which has a timeline ending March 31, 2024.

#### National Children's Alliance – Domestic Trafficking Victims Fund Grant

Attached is an award letter and budget from the National Child Alliance advising us of final approval of one award of \$74,436 for the 2024 calendar year. These funds are to be used to assist children who are victims of sex trafficking and child pornography. Because of the specialized purposes of this grant, we are restricted in how we spend the funds. We are also aware of the fact that these funds are one-shot with no commitment past this calendar year.

We propose the following expenditures:

1. \$24,253 to augment our mental health services by paying for mental health consultants to work part-time and off hours to offer counseling to child victims. We have this need based upon the expansion of mental health services since we hired a full-time clinician who has greatly expanded our caseload of children and families receiving these services;
2. \$19,908 to attend various nationwide trainings by staff for dealing with cases of sex trafficking and child pornography;
3. \$7,475 for registration fees for these conferences and trainings;
4. \$5,000 to bring in a trainer to train our staff and others in the field (CPS and law enforcement) on these issues;

5. \$17,798 for equipment and supplies including computers that will permit enhanced remote sessions for counselors to consult with clientele.

I commend Director Casey and all of our staff at the CAC for their initiative in obtaining these new grant revenues totalling \$124,436 to improve these vital services that we offer to abused and victimized children in our community and ask you to accept these grants and proposed expenditures.

dh

# Memo

**To:** Rory Fluman, County Manager

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

**Date:** February 1, 2024

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

---

The Schenectady County District Attorney has requested the elimination of the position Administrative Assistant and the creation of the position Assistant Director of the CAC.

I recommend the creation of the position Assistant Director of the CAC at a JC 8.

All necessary action needed to be taken by the Civil Service Commission will occur at the February 22, 2024 commission meeting.

Thank you.

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

## County Finance

# Memo

**TO:** Rory Fluman, County Manager

**FROM:** Jaclyn Falotico, Commissioner of Finance ~~XX~~

**DATE:** January 31, 2024

**SUBJECT:** Budget Amendment – District Attorney NYS OCFS Legislative Grant

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The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from New York State Office of Children and Family Services for a Legislative Grant.

Create/Increase Appropriation Code By:

A511165. 01776	Assistant Director of the CAC	\$75,000
A541165.315009	NYS/OCFS Legislative Grant	\$11,278

Decrease Appropriation Code By:

A511165. 01742	Administrative Assistant	<u>\$36,278</u>
		\$50,000

Create/Increase Revenue Code By:

A31165.331009	NYS/OCFS Legislative Grant	\$50,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



## Office of Children and Family Services

**KATHY HOCHUL**  
Governor

**SUZANNE MILES-GUSTAVE, ESQ.**  
Acting Commissioner

December 4, 2023

**Susan Casey**  
**Schenectady County Child Advocacy Center, Office of Schenectady County District Attorney**  
388 Broadway  
Schenectady, NY 12305

Dear Susan Casey:

Congratulations! The New York State Legislature has established a Legislative Grant in the SFY 2023-2024 State Budget for your Agency to be administered by the New York State Office of Children and Family Services (OCFS). The award will become final upon funding approval and your successful completion of the contract process.

Your staff must work with OCFS to complete the contract development and execution process. Please keep the following things in mind as you proceed:

- **Keep this letter for reference.** It provides important information you will need and contact information for the OCFS staff who will assist you. Please share it with anyone in your organization who will be working on contract development.
- If your grant is over \$50,000, once contract development is complete, the contract must be **approved by the Office of the New York State Comptroller (OSC)** and finalized by OCFS. It will then be "fully executed" and you can begin to submit claims against the grant. A contract approval letter with instructions to start the claiming process will be sent when this has occurred.
- OCFS does **NOT** expect you to begin providing services without this contract being fully executed. If you choose to do so, you run the risk of incurring expenses that OCFS may not be able to pay. If you have any questions about this, please contact your OCFS Contract Manager listed at the end of this document.

### **Award Information**

Please note that your grant cannot be claimed against until your contract is successfully developed and approved (as described above). Here is your contract award information:

Contract Number: TM11557  
Earliest Date to Start: 04/01/2023  
Total Contract Value: \$50,000

Award Number: LA3901

### **Contract Due Date**

Our goal is to have a fully executed contract to meet prompt contracting deadlines. To accomplish this, you will be given 30 calendar days to develop your contract and work with OCFS staff to make any needed refinements.



## Child Advocacy Center

With the promotion of Julia Reyes from Administrative Assistant to Multidisciplinary Team Case Coordinator, her budget line of \$35,480 is vacant.

The Director of the Child Advocacy Center, Susan Casey, believes that the needs of the CAC will best be met with managerial resources rather than clerical assistance. Upon Susan's recommendation, I am asking the legislature to eliminate the position of Administrative Assistant and replace it with a new position titled Assistant Director of the Child Advocacy Center.

We want to find someone who has grant procurement and management experience with strengths in policy, finance, communications, and analytics. The assistant will manage grants and funding alongside the Director. The Assistant will coordinate and communicate with County Finance on all fiscal matters. In addition, the Assistant will work with the 501(c)(3) Friends of the CAC following up on the Board's requests and helping with community outreach, education and fundraising.

We are asking for a salary of \$75,000 to attract a candidate with experience or a post-graduate degree in public policy or related expertise. This cost is offset by the elimination of the administrative assistant budget line of \$35,480. We have in motion 3 potential sources of revenue to make up the \$39,520 shortfall, as follows:

- We have submitted an application for OCFS funding for a Child Fatality Review Team. In that application for \$70,000 total, we asked for \$37,500 for salary to upgrade a clerical position to a managerial position, stating in the application that this position would provide "full staff support for the Child Fatality Review Team, including planning, communication and follow-up for each meeting, research and analysis of best practices, coordination of training opportunities, and monitoring of related grants and funding." If successful this funding will offset the cost of the Assistant Director for five years.
- We have been told that Assemblyman Steck has secured an additional \$50,000 grant for the CAC. We have yet to hear when the money will be distributed or any limitations on its use, and it would be a one-shot allocation but this could be a source of revenue to fund this position for a little more than one year.
- Susan has also applied for a grant from the National Children's Alliance for \$75,000. This grant is for the purpose of assisting with cases involving child abuse and sex trafficking. But even if it doesn't expressly offset this Administrative Assistant position, it may offset other county costs. She expects to hear from them in September.

Between these three potential sources, I am confident that we will raise the resources to pay for the Confidential Assistant to the Director of the CAC.

**Robert M. Carney**

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**From:** James Magoon <jmagoon@nca-online.org>  
**Sent:** Friday, January 19, 2024 12:08 PM  
**To:** Susan P. Casey  
**Cc:** Yoni Moskow; Rory Fluman; Robert M. Carney; tom.bellick@schenectadycountyny.gov  
**Subject:** 2024 NCA DTVF Award - Approved Budget  
**Attachments:** SCHE-NY-DTVF24 Approved Budget.xlsx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Susan,

Congratulations again on your award SCHE-NY-DTVF24. The awarded amount under DTVF is \$74,436.00. The framework of your approved grant application proposal may not be changed during the grant year.

Attached you'll find the final approved grant budget with notes for your 2024 NCA DTVF grant. Please keep it as part of your grant file. Please expect additional communication regarding your custom reporting workbook prior to your first Programmatic call. This workbook will include your grant proposal budget, budget modification requests and fiscal reports all into one workbook, to be used throughout the year for fiscal reporting requirements.

Please contact me if you have any questions or concerns, and I look forward to working with you this year!

Jim

James Magoon  
Program Associate  
National Children's Alliance  
921 Pennsylvania SE, Unit #313  
Washington, DC 20003  
[jmagoon@nca-online.org](mailto:jmagoon@nca-online.org)  
(202) 548-0090 x120





Pricing Proposal  
Quotation #: 24S90042  
Reference #: 1/18/24  
Created On: 1/18/2024  
Valid Until: 2/18/2024

## NY County of Schenectady

## Inside Account Manager

**Laura Baker**  
INFORMATION SYSTEMS  
680 STATE ST 6TH FLOOR  
ATTN: ACCOUNTS PAYABLE  
SCHENECTADY, NY 12305  
United States  
Phone: 5183646241  
Fax:  
Email: laura.baker@schenectadycounty.com

**Margy Fitzgerald**  
280 Davidson Ave  
Schenectady, NY 12302  
Phone: 518-744-4194 ext 1272  
Fax:  
Email: mfg@sch.com

All Prices are in US Dollar (USD)

### Product

Qty	Unit Price	Total
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- 1 Adobe Acrobat Pro for enterprise, Subscription New, Monthly, 1 User, Large  
Government's Acquisition - Level 7 1000-4889 (VCP 9 Pkg) 12 Month Term  
SHI International Corp - Part# 6832413SCD7A12  
Contract Name: Sourceware Technology Catalog Solutions  
Contract #: 0144781491  
Note: Purchase ID# 04432

Total	\$1,287.08
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### Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Please send vouchers to 280 Davidson Ave, Schenectady NY 12302

Thank you for choosing SHI International Corp! The pricing offered on this quote is subject to change without notice. To ensure the best level of service, please provide your SHI Account Number and applicable Contact Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Catalogs, please contact an SHI Inside Sales Representative at (518) 744-4194. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3800046, DUNS# 01-1409491, CDS# 61-265876, CRA# 141179

The products offered under this proposal are subject to accordance with the terms and conditions of the Customer acknowledgment order that is applicable for them.

# GRANT PROPOSAL BUDGET - YEAR 1

Sincerely County Child Welfare Center  
 DWP  
 Robert C. Child, Inc.

K01647-0744  
 Robert C. Child, Inc.  
 12/12/2012

Account	Original Budget	Revised Budget	Approved Budget	Original Budget	Revised Budget	Approved Budget
Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ 20,814.00	\$ 18,634.00	Approved	\$ 20,814.00	\$ 18,634.00	Approved
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 16,847.00	\$ 16,847.00	Approved	\$ 16,847.00	\$ 16,847.00	Approved
Consultants/Contractors	\$ 20,252.00	\$ 20,252.00	Approved	\$ 20,252.00	\$ 20,252.00	Approved
Other	\$ 10,229.00	\$ 10,229.00	Approved	\$ 10,229.00	\$ 10,229.00	Approved
<b>Indirect Expenses</b>						
<b>TOTAL BUDGET-GRANT</b>						
<b>GRANT TOTAL</b>						

**A. PERSONNEL**

This, Name of Employee  
If known, "New Hire" can be used for new/new positions

Description of responsibility/position in relation to  
submitting the project grant and objectives

FT/PT

Salary  
hourly rate,  
weekly or yearly  
amount

Rate  
hourly rate,  
weekly or yearly  
amount

Year started  
in project, date,  
month or year

Percentage of  
project time

Requested  
Amount

NCA Approved  
Amount

NCA Notes

0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$

**B. FINANCE BENEFITS**

This, Name of Employee

Contact person in charge benefit

Competition

Rate

Rate

Requested  
Amount

NCA Approved  
Amount

NCA Notes

0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$  
0.005 \$ - \$

Approved Project Benefit, Rate Status  
No other organization NCA has approved benefit request by a student group. The rate reflects actual benefit request for each  
grant benefit category

1. 凡在本行開辦之各項業務，均應遵守本行所定之規章制度，並應隨時注意本行所定之業務範圍，不得有越權行為。

[illegible]



\$	Hourly	0.0	\$	\$	Category: Item after approved and processed payment. Please address the problem with the category: Item after approved and processed payment.
\$	Hourly	0.0	\$	\$	Category: Item after approved and processed payment. Please address the problem with the category: Item after approved and processed payment.
\$	Hourly	0.0	\$	\$	Category: Item after approved and processed payment. Please address the problem with the category: Item after approved and processed payment.
\$	Hourly	0.0	\$	\$	Category: Item after approved and processed payment. Please address the problem with the category: Item after approved and processed payment.



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# Schenectady County Legislature

## Committee on Public Facilities, Transportation and Infrastructure

### Hon. Richard Patierne, Chair

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

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

DATE: February 2, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Public Facilities  
Honorable Patierne, Chair  
Monday, February 5, 2024 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	3 A RESOLUTION TO AUTHORIZE SCHENECTADY COUNTY TO ENTER INTO A MULTI-YEAR CONTRACT WITH THE NYS UNIFIED COURT SYSTEM FOR BUILDING AND PROPERTY MAINTENANCE SERVICES	Legislator Patierne	
PFTI	4 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE OFFICE OF FACILITIES	Legislator Patierne	
PFTI	5 A RESOLUTION REGARDING A LEASE FOR PARKING SPACES AT ST. JOSEPH'S CHURCH IN THE CITY OF SCHENECTADY	Legislator Patierne	

Item	Title	Sponsor	Co-Sponsors
PFTI	6 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH THE SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY FOR THE MANAGEMENT OF THE SCHENECTADY COUNTY BUSINESS CENTER	Legislator Patierne	

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## **LEGISLATIVE INITIATIVE FORM**

**Date:** 2/2/2024  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:**  
**Initiative:** PFTI 3

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

A RESOLUTION TO AUTHORIZE SCHENECTADY COUNTY TO ENTER INTO A MULTI-YEAR CONTRACT WITH THE NYS UNIFIED COURT SYSTEM FOR BUILDING AND PROPERTY MAINTENANCE SERVICES

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

Provides Authorization to Enter into a Multi-Year Agreement with the United Court System for Court Cleaning and Minor Repairs.

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

Authorizes the County to enter into a multi-year agreement with the United Court System for Court cleaning and minor repairs. This agreement has a term beginning April 1, 2023, and ending March 31, 2028.

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

none.

### **Justification:**

Stephen Luciano, Director of Facilities, indicates, under this contract the facilities department will clean the Courthouse's interior, perform minor repairs, and do preventative building and property maintenance services. The first year's budget is \$974,400; however, future budgets may vary.

**Sponsor:** Legislator Patierne

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



RORY FLUMAN  
COUNTY MANAGER

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

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

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

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

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Stephen Luciano, Director of Facilities

**Date:** February 2, 2023

**RE:** Authorization to Enter into a Multi-Year Agreement with Unified Court System  
for Court Cleaning and Minor Repairs

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Attached is a memorandum from Stephen Luciano, Director of Facilities, requesting authorization to enter into a multi-year agreement with the Unified Court System. Under this agreement, the Facilities Department will clean the Courthouse's interior, perform minor repairs, and do preventative building and property maintenance services.

The first year's budget is \$974,400, but future budgets may vary depending on changes to costs associated with salaries, supplies, and projects proposed by the Unified Court System and the County. This agreement has a term beginning April 1, 2023 and ending March 31, 2028.

I recommend your approval.

**COUNTY of SCHENECTADY**  
INTER-DEPARTMENT

# MEMORANDUM

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**To:** Rory Fluman, County Manager

**From:** Stephen Luciano, Director of Facilities

**CC:** Jaclyn Falotico, Commissioner of Finance

**Date:** January 17, 2024

**Subject:** Five-year agreement (2023-2028) between the Unified Court System and the County of Schenectady for Court Cleaning and Minor Repairs Contract: C300524

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Please find in the attached document a five-year renewal for the above-mentioned contract. This multiyear contract will require Legislative approval for the County to enter this agreement. The Facilities Department is requesting that this matter be presented to the Legislative Body for consideration and approval.

Thank you- Stephen Luciano



STATE OF NEW YORK  
UNIFIED COURT SYSTEM  
FOURTH JUDICIAL DISTRICT  
101 STATE FARM PLACE, SUITE 100  
MALTA, NEW YORK 12020  
(518) 285-5099  
FAX # (518) 453-8988

**TAMIKO AMAKER**  
Acting Chief Administrative Judge

**JAMES P. MURPHY**  
Deputy Chief Administrative Judge  
Courts Outside New York City

**FELIX J. CATENA**  
District Administrative Judge  
Fourth Judicial District

**JOANNE B. HAELEN**  
District Executive

**JOANNE M. MANN**  
Deputy District Executive

November 9, 2023

Mr. Rory Fluman, County Manager  
The County of Schenectady  
620 State Street  
Schenectady, New York 12305

Re: Five-Year Agreement (2023-2028) between the Unified Court System (UCS) and the County of Schenectady for Court Cleaning and Minor Repairs Contract: C300524

Dear Mr. Fluman:

Please be advised that we are hereby initiating the establishment of a new five-year contract between the UCS and the County of Schenectady, for the interior cleaning and minor repairs, and preventative building and property maintenance services for court facilities. The contract period shall be retroactive to April 1, 2023.

The proposed budget for services to be rendered pursuant to the first year (2023-24) of said contract shall be \$974,400.00, as detailed in Appendix B of the Agreement. The Program will reimburse the municipality a percentage of its eligible expenses in pursuit of clean and well-maintained courts. With this in mind, a comprehensive program of systematic facilities planning, and budget development will benefit not only the courts, but the municipality, as well.

Please submit two sets of the signed original Agreement and related documents to my attention, at the above address. Each set must include a signed Agreement, a fully completed, signed and notarized Acknowledgment form, an Appendix A and a signed Appendix B (proposed budget for year one). Thank you.

Sincerely,

*Chelsea Barrett*

Chelsea R. Barrett  
Management Analyst

CRB:jec  
Enclosures

C: Stephen Luciano, Director of Facilities  
Jaclyn L. Falotico, Commissioner of Finance  
Jennifer Regan, Supreme and County Courts Chief Clerk

**AGREEMENT BETWEEN THE  
NEW YORK STATE UNIFIED COURT SYSTEM  
AND  
COUNTY OF SCHENECTADY**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

County of Schenectady  
620 State Street  
Schenectady, New York 12305

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the Schenectady County Courthouse ("Court Facilities") as well as minor and emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and



WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2023** for a maximum of five (5) years through **March 31, 2028**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2023** and terminate on **March 31, 2024**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to approval by the Comptroller of the State of New York in cases where the annual budget increase

over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

## **II. EXTENSION AND TERMINATION**

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

## **III. SCOPE OF SERVICES**

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative

and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

#### **IV. INSPECTION OF COURT FACILITIES**

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during

the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

**V. MAINTENANCE OF EFFORT**

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

**VI. MAXIMUM COMPENSATION**

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period

shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

## **VII. REIMBURSEMENT AND PAYMENT**

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in

accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies,

procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

#### **VIII. AUDITING OF BOOKS**

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.



**IX. NOTICES**

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Joanne B. Haelen, District Executive  
Unified Court System

Fourth District Administrative Office  
101 State Farm Place, Suite 100  
Malta, New York 12020

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

**X. MISCELLANEOUS PROVISIONS**

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300524

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality  
COUNTY OF SCHENECTADY

For: NEW YORK STATE  
UNIFIED COURT SYSTEM

---

Name: Rory Fluman

Title: County Manager

Dated:

---

Maureen McAlary, Director

Division of Financial Management

Dated:

## ACKNOWLEDGMENT

**STATE OF NEW YORK        )**  
                                    **)SS:**  
**COUNTY OF                  )**

[illegible]

**NOTARY PUBLIC**

## Unified Court System

### Court Cleaning and Minor Repairs Proposed Budget Form

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2023 thru March 31, 2024

Name of County or City: Schenectady County: Contract C300524

Court Spaces to be Cleaned and  
Repaired Pursuant to this Budget

List Court Buildings: Name and Address of Each Court Building (Including County Clerk Space)	Owned or Leased	Total		Court Related	Ald Eligible
		Building Net Usable Square Feet	Net Usable Sq. Ft.		
Schenectady County Office Bldg. (1) 620 State Street, Schenectady, NY 12305	Owned	63,431	25,079	40%	
Schenectady County Courthouse (2) 612 State Street, Schenectady, NY 12305	Owned	54,315	39,347	72%	
Supreme Court Chambers (3) Shaffer Heights 107 Nott Terrace, Schenectady, NY 12305	Leased	11,339	11,339	100%	
Combined		129,085	75,765	59%	

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)

Nature of Changes

Target Date


# 1 Cleaning Costs:

## 1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
1	Vendor TBD	Carpet cleaning service	1 & 2	\$22,000	100%	\$22,000
2	UniFirst Corp	Window Cleaning services	all	\$3,200	40%	\$1,280
3						
4						
5						
6						
1(a) Subtotal:						\$23,280

## 1(b) Local Payroll

No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	FY23-24 Budget Request
7	All	\$48,000	\$25,440	\$1,248,480	40%	\$499,392
8						
9						
10						
11						
12						
1(b) Subtotal:						\$499,392

## 1(c) Supplies and Equipment

Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
Cleaning supplies & equipment	All	1	\$56,000	40%	\$22,400
1(c) Subtotal:					\$22,400
1(d) - Total Cleaning Costs (1a+1b+1c):					\$545,072

2 Trash Removal and Disposal  
2(a) Trash Removal

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
19	Waste Management	1 & 2	1	\$13,000	55%	\$7,150
20						
21						
22						
23						
2(a) Total:						\$7,150

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	FY23-24 Budget Request
24	N/A					
25						
26						
27						
28						
2(b) Total:						\$0
2(c) - Total Trash Removal & Disposal (2a+2b): 2(c)						\$7,150

3 HVAC Cleaning Costs  
3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	FY23-24 Budget Request
29	N/A					
30						
31						
32						
33						
34						
3(a) Subtotal:						\$0

**3(b) Duct Work Cleaning and Filter Changing by Local Payroll**

	No. of Positions	Building included in 7(b)	Annual Wages	Fringe Benefits	Personal Service Costs	Aid Eligible Percentage	FY23-24 Budget Request
35	N/A						
36							
37							
38							
39							
40							
<b>3(b) Subtotal:</b>							<b>\$0</b>

**3(c) Filter Changing - Filters Only**

3(c) Filter Changing - Filters Only						FY23-24
	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41	N/A					
42						
43						
44						
45						
46						
3(c) Subtotal:						\$0
3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d)						
						\$0

**4 GRAND TOTAL - ALL "CLEANING COSTS":**

Grand Total Boxes 1d + 2c + 3d: **4 552,222**



5 Proposed "Tenant" Work

Use the following codes: a - Flooring and Carpeting

- b - Painting  
c - Interior Ceilings  
d - Bathrooms  
e - Fixtures  
f - Minor Renovation  
g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	FY23-24 Budget Request
47	d/e/f	Renovate/retrofit 1st floor bathroom.	2				\$121,700	100%	\$121,700
48	g	Resurface/restrain Surrogate Judge's bench, clerk station and witness box area.	2				\$15,000	100%	\$15,000
49	c/e	Install new ceiling tiles and light fixtures in Surrogate Office support staff area.	2				\$20,000	100%	\$20,000
50	g	Run and install additional network drops in former Court Reporter's office on 2nd floor to accommodate staff (3) from S&C Clerk's Office.	2				\$1,500	100%	\$1,500
51	g	Run and install a network drop to the copier in Courtroom 4.	2				\$500	100%	\$500
52	g	Unanticipated miscellaneous items that aren't budgeted, but occur due to requests from court staff that don't necessarily qualify as cleaning and/or maintenance items.	1,2				\$15,300	100%	\$15,300
53	c/e/g	Courtroom 5 light and ceiling replacement IT/AV project.	1				\$10,000	100%	\$10,000
54									
55									
56									
57									
Total (5):									\$184,000

6 **TOTAL - 100% REIMBURSIBLE EXPENSES:**  
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$736,222**

**7 Building and Property Maintenance:**

**7(a) Service Contracts**

Use Codes A-G:

a - Pest Control

b - Elevators

c - HVAC

d - Telephone Wiring

e - Security & Alarm Systems

f - Property Maintenance

g - Other (Identify)

FY23-24

Contract

Type

Amounts for

Aid Eligible

Budget

Request

Percentage

Budget Period

Building

Work Performed

Contractor

Code

58	b	Otis Elevator	Elevator maintenance	1	\$26,000	38%	\$9,880
59	b	Otis Elevator	Elevator maintenance	2	\$26,000	72%	\$18,720
60	a	Johnson Control	Alarm system	1 & 2	\$15,000	54%	\$8,100
61	g	Trane	Chiller maintenance	1	\$7,000	38%	\$2,660
62	g	Carrier	Chiller maintenance	2	\$7,000	72%	\$5,040
63	g	Misc vendors as needed for services	Building maintenance	1	\$40,000	38%	\$15,200
64	g	Misc vendors as needed for services	Building maintenance	2	\$40,000	72%	\$28,800
65	f	Misc vendors as needed for services	Property maintenance	1	\$20,000	38%	\$7,600
66	f	Misc vendors as needed for services	Property maintenance	2	\$20,000	72%	\$14,400
67							
68							
7(a) Subtotal:							\$110,400

**7(b) Local Payroll**

FY23-24

Total

Aid Eligible

Budget

Request

Costs

Percentage

Annual

Wages

Fringes

Building

No. of

Positions

69	13	1 & 2	\$67,000	\$35,510	\$1,332,630	46%	\$613,013
70							
71							
72							
73							
74							
75							
76							
7(b) Subtotal:							\$613,013

Page 6 of 8

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## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:**  
**Initiative:** PFTI 4

**Title of Proposed Resolution:**

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE OFFICE OF FACILITIES

**Purpose and General Idea:**

Provides Authorization to Create and Eliminate Positions in the Facilities Department.

**Summary of Specific Provisions:**

Authorizes the elimination of the position of Senior General Mechanic (CSEA Grade 15) and the creation of Senior Construction Worker (CSEA Grade 15) in the Facilities Department.

**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 Facilities.

Establish and Increase Appropriation Code By:

A511620._01647 Personnel Services – Senior Construction Worker	\$55,665
--	----------

Decrease Appropriation Code By:

A511620._01521 Personnel Services – Senior General Mechanic	\$66,970
---	----------

Decrease Use of Surplus:

A.599 Surplus Appropriation	\$11,305
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Stephen Luciano, Director of Facilities, indicates, there would be no change in the Civil Service grade as both titles are Grade 15. The existing Senior Mechanic position is currently vacant from a recent retirement, reclassifying this position will better fit the current needs of the facilities department.

**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  
Steve Luciano, Director of Facilities  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** February 2, 2024

**RE:** Authorization to Eliminate and Create Positions in the Facilities Department

---

Attached is a memorandum from Mr. Luciano, Director of Facilities, requesting authorization to eliminate the position of Senior General Mechanic (CSEA Grade 15) and create the position of Senior Construction Worker (CSEA Grade 15). As Mr. Luciano indicates, this change will better fit the needs of the department.

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

I recommend your approval.

COUNTY *of* SCHENECTADY  
INTER-DEPARTMENT

---

# MEMORANDUM

---

**To:** Rory Fluman, County Manager  
Jaclyn Falotico, Commissioner of Finance

**From:** Steve Luciano, Director of Facilities

**Date:** January 19, 2024

**Subject:** Personnel Request – Office of Facilities

---

We would respectfully request a title change of a Senior General Mechanic position in the Schenectady County Office of Facilities to be reclassified to a Senior Construction Worker. We request that this be added to the Legislative Committee Meeting Agenda for February.

Currently, the Facilities Department has budgeted a Senior General Mechanic position which is a Grade 15. The existing Senior General Mechanic position is currently vacant from a recent retirement. We would like to reclass this position to better fit with the current needs of the Facilities Department. There will be no change in the Civil Service grade, both titles are a Grade 15.

We thank you for your consideration.

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

## County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 31, 2024

**SUBJECT:** Budget Amendment – Facilities – 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 Facilities.

Establish and Increase Appropriation Code By:

A511620_01647	Personnel Services – Senior Construction Worker	\$55,665
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Decrease Appropriation Code By:

A511620_01521	Personnel Services – Senior General Mechanic	\$66,970
---------------	--	----------

Decrease Use of Surplus:

A.599	Surplus Appropriation	\$11,305
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



# Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: January 30, 2024

Re: Elimination and Creation of Positions in the Office of Facilities

---

The Director of Facilities has requested the elimination of the position Senior General Mechanic and the creation of the position Senior Construction Worker.

I recommend the creation of the position Senior Construction Worker at CSEA Grade 15.

No additional action is necessary by the Civil Service Commission.

Thank you.

## **LEGISLATIVE INITIATIVE FORM**

**Date:** 2/2/2024  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:** Ways and Means  
**Initiative:** PFTI 5

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

A RESOLUTION REGARDING A LEASE FOR PARKING SPACES AT ST. JOSEPH'S CHURCH IN THE CITY OF SCHENECTADY

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

Provides Authorization to Amend a Multi-Year Agreement with St. Joseph's Church for Parking.

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

Authorizes the amendment of a multi-year agreement with St. Joseph's Church which allows County Employees the use of parking spaces. This amendment would extend the lease agreement by an additional 5 years, the new term begins March 1, 2024, and ends February 28, 2028 The base rent is \$46,730 with a 3% annual increase.

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

The lease for the St. Joseph's parking lot, adjacent to the Schenectady County Office Building, expires on February 28, 2023. There are approximately 85 parking spaces available in the lots which are used by the County for employee parking.

The new lease term is for five years with two five-year renewals. The base rent is \$46,730 with a 3% annual increase. No budget amendment is needed as an increase was anticipated in the 2024 Budget.

The Department of Finance is seeking legislative approval to enter into the new lease agreement.

### **Justification:**

The contract provides for eighty-five (85) parking spaces at an annual cost of \$46,730. The base rent is \$46,730 with a 3% annual increase budget amendment is required as an increase was anticipated in the 2024 budget.

**Sponsor:** Legislator Patierne

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Jaclyn Falotico, Commissioner of Finance  
Paul Romano, Director of Real Property Tax Service Agency

**Date:** February 2, 2023

**RE:** Authorization to Amend a Multi-Year Agreement with St. Joseph's Church for Parking

---

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to amend a multi-year agreement with St. Joseph's Church for use of their 85 parking spaces for County employees. This amendment would extend the lease agreement by an additional 5 year, with new term beginning March 1, 2024 and ending February 28, 2029.

The County will pay St. Joseph's Church a rent of \$46,370 in the first year. This will increase by 3% every subsequent year.


I recommend your approval.

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

County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 24, 2024

**SUBJECT:** Amended Lease Agreement – St. Joseph's Parking Lot

---

The lease for the St. Joseph's parking lot, adjacent to the Schenectady County Office Building, expires on February 28, 2023. There are approximately 85 parking spaces available in the lots which are used by the County for employee parking.

The new lease term is for five years with two five-year renewals. The base rent is \$46,730 with 3% annual increases. No budget amendment is needed as an increase was anticipated in the 2024 Budget.

The Department of Finance is seeking legislative approval to enter into the new lease agreement.

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

County Finance

# Memo

**TO:** Jaclyn L. Falotico, Commissioner of Finance

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

**DATE:** January 23, 2024

**SUBJECT:** St. Josephs Parking Lot Lease

---

The current parking lot lease with St. Joseph's Church is expiring on February 28th, 2024. The lot consists of approximately 85 parking spaces.

The newly proposed lease amendment is for an additional 5 years with a 3% rent increase per year. The first year cost is \$46,370.00. The lease will commence on March 1<sup>st</sup> 2024 and expire on February 28th, 2029.

Attached is a copy of the proposed lease amendment. The county is responsible for managing, supervising and maintaining the leased premises.

Legislative approval is needed to enter into a new agreement with the church.

Thank you for your consideration.

#### **FOURTH AMENDMENT TO LEASE AGREEMENT**

This Fourth Amendment to Lease Agreement dated March 1, 2004, between **SAINT JOSPEH'S CHURCH SCHENECTADY**, as Lessor and **COUNTY OF SCHENECTADY, NEW YORK**, as Lessee, affecting premises commonly known as St. Joseph's Parking Lot, in the City and County of Schenectady, New York

**WHEREAS**, the Lessor and Lessee have previously entered into a Lease dated March 1, 2004 affecting premises commonly known as St. Joseph's Parking Lot, in the City and County of Schenectady, New York, which Lease Agreement is attached hereto and made a part hereof, and

**WHEREAS**, the term of said Lease is for five (5) years, expiring on February 28, 2009, and

**WHEREAS**, said Lease provides in Section 34 options to extend lease term for two additional five (5) year terms on the same terms and conditions as contained in the attached Lease, except for rent which shall continue to increase at the rate of three (3%) percent per annum, and

**WHEREAS**, the Lessor and Lessee have entered into the First Amendment to said Lease dated March 1, 2009 which first Amendment to the Lease will expire on February 28, 2014 (copy attached), and

**WHEREAS**, Lessor and Lessee have entered into the Second Amendment to said Lease dated March 1, 2014 which Second Amendment to the Lease will expire on February 28, 2019 (copy attached), and

**WHEREAS**, Lessor and Lessee have entered into the Third Amendment to said Lease dated March 1, 2019, which Third Amendment to the Lease will expire on February 28, 2024 (copy attached), and

**WHEREAS**, the Lessor and Lessee have agreed to three additional five (5) year terms to the Lease and an increase in rent of three (3%) percent per annum as provided in said option to extend the Lease term with a base rent of Forty-Six Thousand, Three Hundred Seventy Dollars (\$46,370.00), and

**WHEREAS**, the Schenectady County Legislature has passed a Resolution authorizing the additional five (5) year extension of the Lease Agreement with Saint Joseph's Church Schenectady for occupancy of a parking lot located at St. Joseph's Roman Catholic Church, which resolution is attached hereto and made a part hereof.

**NOW THEREFORE**, in consideration of the premises, covenants and promises contained herein, the Lessor and Lessee mutually agree that the attached Lease be amended as follows:

1. The Lease date shall be March 1, 2024.
2. The Lease term shall be March 1, 2024, and expire on February 28, 2029.
3. The Lease rent shall be as follows:

<u>Year</u>	<u>Amount</u>
2024	\$46,370.00
2025	\$47,761.00
2026	\$49,194.00
2027	\$50,670.00
2028	\$52,190.00

**IN WITNESS WHEREOF**, this Fourth Amendment to Lease has been executed by the parties on the above date.

**SAINT JOSEPH'S CHURCH SCHENECTADY**

BY: \_\_\_\_\_  
as Edward B. Scharfenberger, President

**COUNTY OF SCHENECTADY**

BY: \_\_\_\_\_  
as Rory Fluman , County Manager

Approved as to form and content  
This \_\_\_\_ day of \_\_\_\_\_, 2024

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

## **LEGISLATIVE INITIATIVE FORM**

**Date:** 2/2/2024  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:**  
**Initiative:** PFTI 6

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

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH THE SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY FOR THE MANAGEMENT OF THE SCHENECTADY COUNTY BUSINESS CENTER

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

Provides Authorization to Amend a Service Agreement with Schenectady Metroplex Development Authority for the Schenectady County Community Business Center.

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

Authorizes the amendment of a service agreement with Schenectady Metroplex Development Authority for the Schenectady County Community Business Center.

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

none.

### **Justification:**

Christopher Gardner, County Attorney, stated that Commissioner Gillen has taken the Schenectady County Business Center from a 50% occupancy rate to nearly 100% occupancy rate in just a few years. Metroplex will continue to be responsible for the leasing of the building and our facilities department will now handle the maintenance and service.

**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  
Christopher Gardner, County Attorney  
Ray Gillen, Director of Economic Development and Planning  
David Hogenkamp, Executive Director of Metroplex

**Date:** February 2, 2024

**Re:** Authorization to Amend a Service Agreement with the Schenectady Metroplex Development Authority for the Schenectady County Business Center

---

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to amend a service agreement with the Schenectady Metroplex Development Authority for the Schenectady County Business Center, which Metroplex oversees. Under this revised agreement, Metroplex will continue leasing out the facility to business tenants and collecting rent, while Schenectady County will perform building maintenance through its Facilities Department.

I recommend your approval.

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

**To:** Rory Fluman, County Manager

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

**Date:** January 30, 2024

**CC:** Ray Gillen, Director of Economic Development and Planning  
David Hogenkamp, Executive Director  
Stephen Luciano, Director of Facilities  
Rafe Merenberg, Confidential Assistant, Facilities  
Jaclyn Falotico, Commissioner of Finance  
Marylou Riddle, Executive Secretary to the County Manager  
Charlie Davidson, Sustainability Coordinator

**Re:** Revision of Metroplex Service Agreement for the Schenectady County  
Business Center, 920 Albany Street, Schenectady

---

In 2004, the Schenectady County Business Center was struggling. Despite having three full-time staff members, the Center had a 50% vacancy rate, and a record which can best be described as dismal.

After a few years Metroplex under Ray Gillen's guidance took over the operation and has done an excellent job of attaining nearly 100% occupancy.

In 2020, the County and Metroplex formalized this working relationship in an agreement approved by the County Legislature.

Recently, Metroplex Executive Director, David Hogenkamp reached an agreement with Stephen Luciano and Rafe Merenberg to revise and streamline this relationship. Metroplex will continue to be responsible for the leasing of the Business Center and rent collection, most services which were previously contracted for by Metroplex will now be handled by the Facilities Department. Our Facilities Department has considerable expertise in building maintenance and service—so this change makes sense.

I recommend that this proposed revision of the Service Agreement be forwarded to the County Legislature for its consideration at its February 4<sup>th</sup> meeting.

CHG/kah  
Enclosure

## **SERVICE AGREEMENT**

**THIS SERVICE AGREEMENT** dated as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (this "Agreement"), by and between COUNTY OF SCHENECTADY, a municipal corporation having a current mailing address at 620 State Street, Schenectady, New York, 12305 (the "County"), and SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY, a New York public benefit corporation having a principal place of business located at 433 State Street, 4th Floor, Schenectady, New York 12305 ("Metroplex"). The County and Metroplex are sometimes individually referred to herein as the "Party", and collectively referred to herein as the "Parties."

### **WITNESSETH**

**WHEREAS**, the County owns the real property located at 920 Albany Street, in the City of Schenectady, County of Schenectady, State of New York (the "Property"); and

**WHEREAS**, located on the property is an approximately 25,367 square foot building (the "Building") known as the Schenectady County Community Business Center (the "Center"); and

**WHEREAS**, the County desire to engage the services of Metroplex to assist in operation of the Center; and

**WHEREAS**, the New York Legislature, in enacting Article 8, Title 28-B of the New York Public Authorities Law (the "Enabling Act"), created Metroplex to provide for the economic prosperity, health, safety and general welfare of the people of the State of New York and the residents of Schenectady County by undertaking a comprehensive, coordinated program of economic development activities in the Route 5 and Route 7 corridors of Schenectady County, New York, with special emphasis on the downtown region of the City of Schenectady, New York (the "Service District"), in order to redevelop an area characterized by deteriorated industrial and commercial structures, uncoordinated and incompatible commercial uses, inadequate public facilities and substandard economic conditions; and

**WHEREAS**, pursuant to the Enabling Act, Metroplex's general purposes are to design, develop, plan, finance, create, site, construct, renovate, administer, operate, manage and/or maintain buildings, parks, structures and other facilities within the Service District including, without limitation, industrial, manufacturing, and infrastructure facilities, and business, commercial, retail and government office buildings or space; and

**WHEREAS**, in order to carry out its purposes, Metroplex is vested with broad powers, including the authority to acquire hold and dispose of real and personal property, borrow money and issue bonds, enter into contracts and leases, and to generally do all things necessary, convenient or desirable, including ancillary and incidental activities; and

**WHEREAS**, the Chairman of Metroplex has determined that the provision of managerial support services to the County is consistent with Metroplex's mission and purposes, in the best interests of the County, Metroplex, and the residents of the Service District, especially, the residents of the County of Schenectady, and within the powers vested in Metroplex pursuant to the Enabling Act; and

**WHEREAS**, Metroplex has agreed to provide the County with the managerial support services it has requested on the terms and conditions set forth below.

**NOW, THEREFORE**, for and in consideration of the premises and the mutual covenants herein contained, the Parties hereto formally covenant, agree and bind themselves as follows:

**Section 1. Recitals.** The above recitals are expressly incorporated herein and made a part of this Agreement.

**Section 2. Services.**

(a) The County hereby retains the services of Metroplex to perform the following services (the "Services"):

- Enter into leases during the term of this Agreement, with business tenants, on terms and conditions substantially similar to the historic operation of the Center, in Metroplex's reasonable discretion. Copies of such leases shall be filed with the County. Metroplex is authorized to execute such leases in the name of the County, and shall be the County's agent for the sole purpose of same.
- Collect lease payments from tenants at the Center on behalf of the County, and remitting same to County on a monthly basis.  
To the extent Metroplex becomes aware, report to the County any conditions or circumstances in the Building or at the Center that in the reasonable opinion of Metroplex require the County's attention, including without limitation any maintenance, repair or replacement, whether ordinary or extraordinary in nature.
- To the extent that Metroplex becomes aware, report to the County of any accident or injury.

**Section 3. Term.**

(a) Initial Period. The County hereby retains Metroplex to provide the Services commencing as of \_\_\_\_\_, 2024 and terminating \_\_\_\_\_, 2024, dates inclusive (the "Initial Term").

(b) Automatic Renewal. This Agreement shall be renewed automatically for successive one (1) year periods (each such twelve-month period a "Renewal Period") unless otherwise terminated in accordance with the provisions hereof.

(c) **Termination.** This Agreement may be terminated as follows:

- i. If Metroplex shall breach any of the terms of this Agreement, and shall fail to correct such breach within sixty (60) days of written notice from the County thereof, the County may terminate this Agreement by written notice to Metroplex.
- ii. If the County shall breach any of the terms of this Agreement, and shall fail to correct such breach within sixty (60) days of written notice from Metroplex thereof, Metroplex may terminate this Agreement by written notice to the County.
- iii. On the sale of the Property by the County to a third party, this Agreement shall automatically terminate. The County shall provide reasonable prior notice to Metroplex of any pending sale of the Property.
- iv. Upon sixty (60) days prior written notice, without cause, by either party.

In the event of a termination for any reason, the obligation by the County for reimbursement of Metroplex for expenses paid in accordance with Section 4 below shall survive expiration or earlier termination of this Agreement.

#### **Section 4 Reimbursement.**

Deleted.

#### **Section 5. County Responsibilities.**

The County shall at all times retain full responsibility for the obligations of landlord under the leases at the Center, including without limitation, the care and maintenance obligations of Landlord under the leases. Metroplex shall have no obligation nor liability at any time for the condition of the Building or the Center, or for any accident or damage to occur thereon or therein. Metroplex's sole obligation with regard to the care and maintenance of the Building and the Center is to, in good faith, report any issues to the County as and when it becomes aware of same.

#### **Section 6. Regulatory Compliance.**

To the extent of the County's direction or of circumstances of which it is otherwise aware, Metroplex shall use all reasonable efforts to ensure the County's compliance with any and all applicable federal, state, local or other governmental or municipal laws, rules, regulations and/or judicial administrative determinations from courts or administrative bodies having jurisdiction over the County or Metroplex. Metroplex may consult with the members of the County, officers of the County, counsel to the County, the County's accountants, and any such other consultants retained by the County as Metroplex deems necessary or convenient with respect to all County matters, or Metroplex's provision Services to the County. Metroplex shall not be responsible to pay for the costs and/or fees of any consultants hired by the County.

#### **Section 7. Independent Contractor Status.**

(a) In performing the services herein specified, Metroplex is acting as independent contractor. This Agreement shall not be construed as creating a joint venture, partnership or other cooperative corporate undertaking as between the County and Metroplex, and the County and Metroplex shall retain their respective separate corporate functions and identities in all respects.

(b) The County and Metroplex shall independently provide for the costs of operating each respective organization. Without in any way limiting the generality of the foregoing, the County and Metroplex shall each be responsible for its own premiums for insurance including, but not necessarily limited to, general liability insurance and errors and omissions insurance for their respective officers, directors and members, as the case may be, and general casualty insurance, as well as its respective salaries and wage withholdings, rent, employee benefits and utilities.

#### **Section 8. Right to Inspect Books and Records.**

Members and officers of the County and its consultants shall have the right to inspect any and all books and records maintained by Metroplex on behalf of the County with respect to the leases and Vendor Invoices at Metroplex's offices and upon reasonable notice.

#### **Section 9. Assignment Prohibited.**

This Agreement shall not be assignable by either Party without the prior written consent of the other.

#### **Section 10. Indemnification.**

(a) The County agrees to defend, indemnify and hold Metroplex harmless from and against any and all claims, demands, causes of action, administrative actions, demands of governmental agencies, judgments, costs or expenses (including, but not necessarily limited to, reasonable attorneys' fees, and any and all costs, fees and expenses incurred in representation and defense of Metroplex), liabilities, damages or losses which may be asserted by or against Metroplex arising out of or connected with the Center, or with respect to or in any way arising from Services provided at the Center, except to the extent same are caused by the negligence of Metroplex.

(b) Metroplex agrees to defend and indemnify and hold the County harmless from and against any and all claims, demands, causes of action, administrative actions, demands of governmental agencies, judgments, costs or expenses (including, but not necessarily limited to, reasonable attorneys' fees, and any and all costs, fees and expenses incurred in representation and defense of the County), liabilities, damages or losses which may be asserted by or against the County on account of the negligence of Metroplex, its members, employees, agents, or invitees in the provision of Services under this Agreement..

#### **Section 11. Entire Agreement; Amendment.**

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and fully supersedes all prior agreements, proposals, representations, arrangements or understandings, written or oral, with respect to such subject matter. This Agreement shall only be amended by a writing which specifically references this Agreement and which is signed by the Parties.

#### **Section 12. Severability.**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, that provision or any portion thereof shall be stricken from this Agreement and the remainder of this Agreement shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

#### **Section 13. Governing Law.**

This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws or choice of law rules that would defeat the application of New York law.

#### **Section 14. Notices.**

(a) Form and Effect. All notices, certificates or other communications required or contemplated to be provided hereunder shall be sufficiently delivered and deemed given when (1) personally delivered; (2) delivered to the applicable address stated below by registered or certified mail, return receipt requested, or by such other means as shall provide the sender with documentary evidence of such delivery, or (3) delivery is refused by the addressee, as evidenced by the person or entity who attempted to effect such delivery.

(b) The addresses to which notices, certificates or other communications shall be delivered are as follows:

**IF TO THE COUNTY:**

County of Schenectady  
620 State Street  
Schenectady, New York 12305

**IF TO METROPLEX:**

Schenectady Metroplex Development Authority 4th Floor  
433 State Street  
Schenectady, New York 12305  
Attention: Chairman

(c) The County and Metroplex may, by notice given hereunder, designate any further or different addresses or addressees to which subsequent notices, certificates or other communications shall be sent.

**Section 15. Benefit of Agreement.**

This Agreement is for the exclusive benefit of the County and Metroplex and their respective permissible successors and assigns.

**Section 16. Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**Section 16. Effectiveness.**

The Parties hereto agree and understand that this Agreement may require approval or ratification by the County Legislature and the Metroplex Board of Directors. The Parties agree that if such approval has not been obtained by the County or Metroplex as of the date of execution of this Agreement, then immediately following the execution hereof, both Parties will seek ratification from their respective governing bodies for this Agreement and the services contemplated herein. This Agreement shall therefore become effective upon the approval of both the County Legislature and Metroplex Board of Directors.

**Section 17 Compliance with all Laws.**

The Parties hereto agree and acknowledge that each and every term and provision in this Agreement shall be construed to comply in all respects with all laws, rules and regulations, including without limitation, the Act, Metroplex's Enabling Act (Public Authorities Law 2650 et. Seq), and the Public Authorities Accountability Act ("PAAA"), all as may be amended, modified, supplemented or interpreted, from time to time. No default by either Party shall exist nor do any rights and remedies accrue to either Party under this Agreement for a breach or default in such Party's obligations under this Agreement if it is reasonably determined that the Act, Metroplex's Enabling Act or the PAAA prohibit such Party's actions required to fulfill its obligations.

[Signature Page Follows]



**IN WITNESS WHEREOF** the Parties have set their hands, the date and year first written above.

**COUNTY OF SCHENECTADY**

By: \_\_\_\_\_  
Title: **Rory Fluman, County Manager**

**SCHENECTADY METROPLEX  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Title: **Ray Gillen, Chairman**

|  
Approved as to form and content  
this \_\_\_\_ day of February, 2024.

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



# Schenectady County Legislature

Committee on Public Safety

*Hon. Thomas Constantine, Chair*

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

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

DATE: February 2, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Public Safety  
Honorable Thomas Constantine, Chair  
Monday, February 5, 2024 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PS	1 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR EMERGENCY AND SECURITY PROGRAMS	Legislator Constantine	
PS	2 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR EMERGENCY MANAGEMENT EQUIPMENT AND PERSONNEL SERVICES	Legislator Constantine	

Item	Title	Sponsor	Co-Sponsors
PS	3 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING REGARDING THE SPECIAL DEPUTIES' UNIT IN THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Constantine	

## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Public Safety  
**Dual Reference:** Ways and Means  
**Initiative:** PS 1

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

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR EMERGENCY AND SECURITY PROGRAMS

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

Provides Authorization to Accept FY2023 State Homeland Security Program Funding and to Amend the 2024 Operating Budget.

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

Authorizes the acceptance of \$274,467 in funding from the NYS Division of Homeland Security and Emergency Services FY2023 State Homeland Security Program and to Amend the 2024 Operating Budget.

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

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the NYS Homeland Security and Emergency Services Department for the FY2023 State Homeland Security Program (SHSP). This grant has a three-year performance period covering September 1, 2023 through August 31, 2026.

Establish/Increase Appropriation Code By:	
A543640.415323 NYS Homeland Security 2023	\$120,500

Increase Revenue Code By:	
A33640.308973 NYS Homeland Security 2023	\$120,500

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

### **Justification:**

Mark LaViolette, Director of Emergency Services Management, indicates, the program includes funding for management planning and personnel, public health planning and personnel, purchasing interoperable communication equipment, and upgrading emergency management equipment. The Office of Emergency Management would like to fund several of the SHSP 23 projects in 2024 and is seeking a 2024 budget amendment in the amount of \$120,500.

**Sponsor:** Legislator Constantine  
**Co-Sponsor:**

# COUNTY OF SCHENECTADY



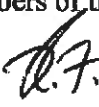
RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Mark LaViolette, Director of Emergency Management  
Jaclyn Falotico, Commissioner of Finance

**Date:** February 2, 2024

**Re:** Authorization to Accept FY2023 State Homeland Security Program Funding and to Amend the 2024 Operating Budget

---

Attached is a memorandum from Mark LaViolette, Director of Emergency Management, requesting authorization to accept funding from the NYS Division of Homeland Security and Emergency Service's FY2023 State Homeland Security Program in the amount of \$274,467 and to amend the 2024 Operating Budget. This will be used to fund personnel in Emergency Management and Public Health Planning, as well as equipment for Emergency Management and Purchasing Interoperable Communication such as detection meters, radio microphones, portable barriers, equipment trailers, and upgrades to the County's cyber security.

The grant period is from September 1, 2021, through August 31, 2026.

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

I recommend your approval.



**Mark LaViolette**  
*Director*

***County of Schenectady***  
**NEW YORK**

**Office of Emergency Management**

531 Liberty Street, Police Facility Building  
Schenectady, New York 12305-2029

Phone (518) 370-3113  
Fax (518) 370-3115

**January 16, 2024**

**To: Rory Fluman**

**From: Mark LaViolette**

**Subject: FY2023 State Homeland Security Program**

**County Manager Fluman,**

**Attached is the award letter for Schenectady County's share in the FY2023 State Homeland Security Program. The total award for this year is \$274,467.**

**The FY2023 State Homeland Security Program will include funding for Emergency Management Planning and Personnel, Public Health Planning and Personnel, Purchasing Interoperable Communication Equipment, and upgrading Emergency Management Equipment.**

**Sincerely,**

A handwritten signature in dark ink, appearing to be "Mark LaViolette", written over a horizontal line.

**Mark LaViolette**  
**Director**



***County of Schenectady***  
**NEW YORK**

**Mark LaViolette**  
*Director*

**Office of Emergency Management**

130 Princetown Plaza  
Schenectady, New York 12306

Phone (518) 370-3113  
Fax (518) 370-3115

**January 25, 2024**

**To: Rory Fluman**

**From: Mark LaViolette**

**Subject: FY2023 SHSP Grant Program Amendment  
Amendment - \$120,500**

**County Manager Fluman,**

**The office of Emergency Management would like to fund several of the SHSP 23 projects in 2024.**

**\$2,000 for detection meters. The county fire investigation team requires detection meters to evaluate fire scenes prior to processing the scene.**

**\$3,500 for radio microphones to be used in level A suits for the hazmat team.**

**\$10,000 for portable barriers to be used at large gatherings and special events.**

**\$15,000 for the equipment trailer for the swift water rescue team.**

**\$90,000 for IT and cyber security related to election security.**

**Because of these projects, we are seeking a 2024 budget amendment in the amount of \$120,500.**

**Sincerely,**

**Mark LaViolette**  
**Director**



## Homeland Security and Emergency Services

**KATHY HOCHUL**  
Governor

**JACKIE BRAY**  
Commissioner

**September 14, 2023**

**The Honorable Anthony Jasenski, Sr.**  
Chair, Schenectady County Legislature  
620 State Street  
Schenectady, NY 12305

**Dear Mr. Jasenski:**

I am pleased to inform you that Schenectady County is awarded \$274,467 under the FY2023 State Homeland Security Program (SHSP), per the consensus agreement decided upon by your region. Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

As per Federal guidelines, at least 35 percent of the total award to the Albany-Schenectady-Troy Urban Area must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ). Federal guidelines also require that a minimum of 30 percent of your overall award must be allocated to support the following six priority areas: cybersecurity, protection of soft targets and crowded spaces, intelligence and information sharing, combating domestic violent extremism, community preparedness and resilience, and election security. This must include a minimum of 3 percent allocated to support election security, the protection of soft targets, intelligence and information sharing, combating domestic violent extremism as well as community preparedness and resilience. These thresholds must be maintained throughout the entire period of performance for all SHSP awards. In addition, as a requirement of FY2023 SHSP federal funding, DHS/FEMA is requiring that all subrecipients complete the Nationwide Cybersecurity Review (NCSR) by February 28, 2024.

Please be advised that under the FY2023 SHSP guidance, all subrecipients will be required to attend DHSES-sponsored event(s) associated with domestic terrorism prevention efforts as they are available.

The performance period for this grant is from September 1, 2023, through August 31, 2026. Grant extensions beyond this date are highly unlikely. DHSES grants management staff will work with your designated SHSP grant program point of contact to provide additional administrative guidance in executing this award.



Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me at (518) 242-5000 or my Director of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Sincerely,



Jackie Bray  
Commissioner

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

## County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 30, 2024

**SUBJECT:** Budget Amendment – Emergency Management FY2023 State Homeland Security Program

---

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the NYS Homeland Security and Emergency Services Department for the FY2023 State Homeland Security Program (SHSP). This grant has a three-year performance period covering September 1, 2023 through August 31, 2026.

Establish/Increase Appropriation Code By:

A543640.415323	NYS Homeland Security 2023	<u>\$120,500</u>
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Increase Revenue Code By:

A33640.308973	NYS Homeland Security 2023	<u>\$120,500</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Public Safety  
**Dual Reference:** Ways and Means  
**Initiative:** PS 2

**Title of Proposed Resolution:**

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR EMERGENCY MANAGEMENT EQUIPMENT AND PERSONNEL SERVICES

**Purpose and General Idea:**

Provides Authorization to Accept NYS Department of Homeland Security and Emergency Services' 2023 Emergency Management Performance Grant and to Amend the 2024 Operating Budget.

**Summary of Specific Provisions:**

Authorizes the acceptance of \$60,642 in funding from the NYS Department of Homeland Security and Emergency Services' FY 2023 Emergency Management Performance Grant and to Amend the 2024 Operating Budget. The performance period for this grant is from October 1, 2022 through September 30, 2025

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the NYS Homeland Security and Emergency Services Department for the FY2023 Emergency Management Performance Grant (EMPG). This grant has a three-year performance period covering October 1, 2022 through September 30, 2025.

Establish/Increase Appropriation Code By:

A543640.415523 Emergency Mgnt Plan Grant 23	\$4,000
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Establish/Increase Revenue Code By:

A33640.308910 Emergency Mgnt Plan Grant 23	\$60,642
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Decrease Use of Surplus By:

A.599 Surplus Appropriation	\$56,642
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

Mark LaViolette, Director of Emergency Services Management, indicates, that this funding would be used for Emergency Management Personnel and supplies.

**Sponsor: Legislator Constantine**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Mark LaViolette, Director of Emergency Management  
Jaclyn Falotico, Commissioner of Finance,

**Date:** February 2, 2024

**RE:** Authorization to Accept NYS Department of Homeland Security and Emergency Services' 2023 Emergency Management Performance Grant and to Amend the 2024 Operating Budget

---

Attached is a memorandum from Mark LaViolette, Director of Emergency Management, requesting authorization to accept the FY 2023 Emergency Management Performance Grant from the NYS Department of Homeland Security and Emergency Services in the amount of \$60,642 and to amend the 2024 Operating Budget. The performance period for this grant is from October 1, 2022 through September 30, 2025. These funds will be used to support Emergency Management Personnel such as the Director of Emergency Management and the County Fire Coordinator, emergency equipment maintenance, supplies, and fuel costs.

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

I recommend your approval.



***County of Schenectady***  
**NEW YORK**

**Mark LaViolette**  
*Director*

**Office of Emergency Management**

531 Liberty Street, Police Facility Building  
Schenectady, New York 12305-2029

Phone (518) 370-3113  
Fax (518) 370-3115

January 16, 2024

**To: Rory Fluman**

**From: Mark LaViolette**

**Subject: FY2023 Emergency Management Performance Grant**

**County Manager Fluman,**

Attached is the award letter for Schenectady County's share in the FY2023 EMPG grant. The total award for this year is \$60,642.

The FY2023 Emergency Management Performance Grant will include funding for Emergency Management Personnel and supplies.

Sincerely,

**Mark LaViolette**  
**Director**



***County of Schenectady***  
**NEW YORK**

**Mark LaViolette**  
*Director*

**Office of Emergency Management**

130 Princetown Plaza  
Schenectady, New York 12306

Phone (518) 370-3113  
Fax (518) 370-3115

**January 25, 2024**

**To: Rory Fluman**

**From: Mark LaViolette**

**Subject: FY2023 EMPG Grant Program Amendment  
Amendment - \$60,642.00**

**County Manager Fluman,**

**The office of Emergency Management would like to fund personnel, and Emergency Management equipment with FY2023 EMPG in 2024.**

**The Director of Emergency Management personnel cost is supported 100% through 50/50 matching funds and the County Fire Coordinator personnel cost is supported at 20% through 50/50 matching funds with a \$45,400 budget line.**

**Similarly, both positions' fringe benefits are supported at the same rates respectively with a \$13,242.00 budget line.**

**In addition, the Emergency Management Office and the County Hazmat Team fuel costs are supported with 50/50 matching funds by a \$2,000.00 budget line.**

**Because of these projects, we are seeking a 2024 budget amendment in the amount of \$60,642.00.**

**Sincerely,**

**Mark LaViolette**  
**Director**

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

## County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 29, 2024

**SUBJECT:** Budget Amendment – Emergency Management FY2023 Emergency Management Performance Grant

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from the NYS Homeland Security and Emergency Services Department for the FY2023 Emergency Management Performance Grant (EMPG). This grant has a three-year performance period covering October 1, 2022 through September 30, 2025.

**Establish/Increase Appropriation Code By:**

A543640.415523	Emergency Mgmt Plan Grant 23	<u>\$4,000</u>
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**Establish/Increase Revenue Code By:**

A33640.308910	Emergency Mgmt Plan Grant 23	<u>\$60,642</u>
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**Decrease Use of Surplus By:**

A.599	Surplus Appropriation	<u>\$56,642</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



## Homeland Security and Emergency Services

KATHY HOCHUL  
Governor

JACKIE BRAY  
Commissioner

September 13, 2023

The Honorable Anthony Jasenski, Sr.  
Chair, Schenectady County Legislature  
620 State Street  
Schenectady, NY 12305

Dear Mr. Jasenski:

I am pleased to inform you that Schenectady County is awarded \$60,642 under the FY2023 Emergency Management Performance Grant (EMPG). Funding for this grant is provided by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

The performance period for this grant is from October 1, 2022 through September 30, 2025. DHSES grants management staff will work with your designated EMPG program point of contact to provide additional administrative guidance in executing this award.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me at (518) 242-5000 or my Director of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Sincerely,

Jackie Bray  
Commissioner



## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Public Safety  
**Dual Reference:** Ways and Means  
**Initiative:** PS 3

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

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING REGARDING THE SPECIAL DEPUTIES' UNIT IN THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF

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

Provides authorization to Amend an Agreement between the Schenectady County Sheriff's Office and Schenectady County for the Special Deputies Unit.

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

Authorizes the County Sheriff's Department to amend an agreement between the Schenectady County Sheriff's Office and Schenectady County for the Special Deputies unit. This amendment would immediately increase the pay for Special Deputies to Step 6, the level of a retired corrections officer. The members of this unit are comprised primarily of retired law enforcement officers, who provide security at various County Buildings

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

The County of Schenectady's Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate a contractual change in the Sheriff's Memorandum of Understanding for Special Patrol Officers.

#### Increase Appropriation Code By:

A513110.112120	Personnel-Special Deputy Regular	\$69,600
A513110.119120	Personnel-Special Deputy Overtime	\$4,100
A589030.80016	Social Security	\$5,600
A541165.417010	Interfund Expense: Security Services: District Attorney	\$4,700
A541410.417010	Interfund Expense: Security Services: County Clerk	\$9,800
A543140.417010	Interfund Expense: Security Services: Probation	\$4,800
A546010.417010	Interfund Expense: Security Services: Social Services	\$30,300
L547410.417010	Interfund Expense: Security Services: Library	\$24,900
		<b>\$153,800</b>

#### Increase Revenue Code By:

A23110.281274	Interfund Revenue: Security Services: District Attorney	\$4,700
A23110.281273	Interfund Expense: Security Services: County Clerk	\$9,800

A23110.281275	Interfund Expense: Security Services: Probation	\$4,800
A23110.281210	Interfund Expense: Security Services: Social Services	\$30,300
A23110.281272	Interfund Expense: Security Services: Library	\$24,900
		\$74,500

Increase Use of Surplus By:

A.599	Appropriated Surplus	\$54,400
L.599	Appropriated Surplus-Library Fund	\$24,900
		\$79,300

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

**Justification:**

Special Deputies are comprised of primarily retired police officers as well as retired state and county correction officers, who provide security at various County Buildings. This proposal will help the Sheriff recruit and retain staff in an increasingly competitive labor market.

**Sponsor: Legislator Constantine**

**Co-Sponsor:**



# COUNTY OF SCHENECTADY

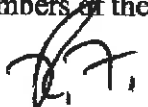
RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

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

**Date:** February 2, 2024

**RE:** Authorization to Amend an Agreement Between the Schenectady County Sheriff's Office and Schenectady County for the Special Deputies Unit

---

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to amend an agreement between the Schenectady County Sheriff's Office and Schenectady County for the Special Deputies Unit, which is comprised primarily of retired law enforcement officers who provide security at various County buildings. This amendment would increase the pay for Special Deputies to be Step 6, typically the level a correction officer attains upon retirement. This pay raise for Special Deputies will help recruit part-time retired Schenectady County Corrections Officers to fill our building posts. These officers are seasoned, qualified, and screened by the Sheriff to benefit of the county by having local knowledgeable officers able to handle the duties of our building posts.

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

I recommend your approval.

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

**To:** Rory Fluman, County Manager

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

**Dated:** January 30, 2024

**Copies to:** Sheriff Dominic Dagostino  
Undersheriff James Barrett  
Superintendent Ronald Walsh  
Charity Thorne, Director of Library  
Geoffrey Hall, Clerk of the Legislature  
M. Joe Landry, Counsel to the Legislature  
Jaclyn Falotico, Commissioner of Finance  
Marylou Riddle, Executive Secretary to the County Manager  
Charlie Davidson, Sustainability Coordinator

**Re: MEMORANDUM OF UNDERSTANDING REGARDING PAY AND BENEFITS FOR  
SCHENECTADY COUNTY SHERIFF'S SPECIAL DEPUTIES**

---

I have attached a copy of a Memorandum of Understanding between the County Manager and the Sheriff which would revise a prior Memorandum of Understanding between the same parties which was approved by the County Legislature in September, 2022.

The 2022 Memorandum of Understanding placed the Special Deputies on Step 4 of the Correction Officer's pay scale.

In November, 2023 this Legislature approved amendments to the Correction Officer's Contract which eliminated Steps 1 and 2 of the Correction Officer's pay scale. As a result of this action, the Sheriff requested that the pay for Special Deputies be calculated at Step 6 of the Correction Officer's Contract in order to place them in a comparable position. Step 6 is the highest step for Correction Officers. At that time, the Memorandum of Understanding explicitly states that the Special Deputies are not eligible for hazardous duty pay, meal allowance pay or longevity pay. Paragraphs 2, 3 and 4 of the Memorandum of Understanding remain unchanged.

N  
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Special Deputies provide critical security and law-enforcement protections at several County locations including the County Office Building, County Courthouse, Hon. Karen B. Johnson Library, 797 Broadway, 388 Broadway, the Mt. Pleasant Branch Library on Crane Street, and the Phyllis Bornt Library on State Street.

All Special Deputies have full peace officer status and carry a firearm while on duty.

Currently, the Sheriff is having difficulty hiring enough Special Deputies to provide full security coverage at the two branch libraries.

We are hopeful that this action will assist the Sheriff and the County in filling all posts on a regular basis.

I recommend that this proposed Memorandum of Understanding be presented to the County Legislature for its review and consideration at its February 4<sup>th</sup> meeting.

CHG/kah  
Attachment

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

## County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 30, 2024

**SUBJECT:** Budget Amendment – Sheriff – Memorandum of Understanding for Special Patrol Officers

The County of Schenectady's Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate a contractual change in the Sheriff's Memorandum of Understanding for Special Patrol Officers.

Increase Appropriation Code By:

A513110.112120	Personnel-Special Deputy Regular	\$69,600
A513110.119120	Personnel-Special Deputy Overtime	\$4,100
A589030.80016	Social Security	\$5,600
A541165.417010	Interfund Expense: Security Services: District Attorney	\$4,700
A541410.417010	Interfund Expense: Security Services: County Clerk	\$9,800
A543140.417010	Interfund Expense: Security Services: Probation	\$4,800
A546010.417010	Interfund Expense: Security Services: Social Services	\$30,300
L547410.417010	Interfund Expense: Security Services: Library	<u>\$24,900</u>
		\$153,800

Increase Revenue Code By:

A23110.281274	Interfund Revenue: Security Services: District Attorney	\$4,700
A23110.281273	Interfund Expense: Security Services: County Clerk	\$9,800
A23110.281275	Interfund Expense: Security Services: Probation	\$4,800
A23110.281210	Interfund Expense: Security Services: Social Services	\$30,300
A23110.281272	Interfund Expense: Security Services: Library	<u>\$24,900</u>
		\$74,500

Increase Use of Surplus By:

A.599	Appropriated Surplus	\$54,400
L.599	Appropriated Surplus-Library Fund	<u>\$24,900</u>
		\$79,300

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

## **SCHENECTADY COUNTY SHERIFF'S SPECIAL DEPUTIES**

### **MEMORANDUM OF UNDERSTANDING**

It is hereby agreed between The Schenectady County Sheriff's Office and the County of Schenectady that the following Articles shall govern the terms and conditions of the Part-time Schenectady County Special Deputies Unit. The Special Deputies Unit provides security throughout Schenectady County at various locations.

#### **Articles:**

1. Effective January 1, 2024, Part-time Special Deputies shall be compensated at an hourly rate calculated using the highest step of the Correction Officer salary grade. These employees are not eligible for hazardous duty pay, meal allowance pay and longevity pay.
2. Part-time Special Deputies shall receive 8 hours of vacation and 8 hours of sick leave for every 200 hours worked each year and may use up to 16 hours of sick leave as personal leave. Part-time Special Deputies shall be permitted to accumulate sick days at the annual rate of 5 days per year, to a maximum of 185 days.
3. Part-time Special Deputies shall receive in-service training as required by the Department.
4. Part-time Special Deputies shall receive one complete uniform and shall receive a pro-rated annual uniform allowance based on the Correction Officers annual uniform allowance rate. The uniform allowance shall be payable the first pay period in January 2024, and every January thereafter. The uniform is the property of the Sheriff's Department and shall be turned in upon separation from employment.

\_\_\_\_\_  
Dominic A. Dagostino, Schenectady County Sheriff

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

\_\_\_\_\_  
Rory Fluman, Schenectady County Manager

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

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

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



# Schenectady County Legislature

## Committee on Tourism, Arts and Special Events

**Hon. Cathy Gatta, Chair**

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

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

DATE: February 2, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Tourism, Arts and Special Events  
Honorable Cathy Gatta, Chair  
Monday, February 5, 2024 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
TASE 0	INFORMATIONAL PRESENTATION BY JASON LECUYER, REGARDING SCHENECTADY COUNTY LEGISLATURE ARTS & CULTURE GRANTS	Legislator Gatta	



## **LEGISLATIVE INITIATIVE FORM**

**Date:** 2/2/2024  
**Reference:** Tourism, Arts and Special Events  
**Dual Reference:**  
**Initiative:** TASE 0

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

INFORMATIONAL PRESENTATION BY JASON LECUYER, REGARDING  
SCHENECTADY COUNTY LEGISLATURE ARTS & CULTURE GRANTS

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

INFORMATIONAL PRESENTATION BY JASON LECUYER, REGARDING  
SCHENECTADY COUNTY LEGISLATURE ARTS & CULTURE GRANTS

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

INFORMATIONAL PRESENTATION BY JASON LECUYER, REGARDING  
SCHENECTADY COUNTY LEGISLATURE ARTS & CULTURE GRANTS

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

none.

### **Justification:**

INFORMATIONAL PRESENTATION BY JASON LECUYER, REGARDING  
SCHENECTADY COUNTY LEGISLATURE ARTS & CULTURE GRANTS

**Sponsor:** Legislator Gatta

**Co-Sponsor:**



# Schenectady County Legislature

## Committee on Ways and Means

Hon. Philip Fields, Chair

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

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

DATE: February 2, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Ways and Means  
Honorable Philip Fields, Chair  
Monday, February 5, 2024 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
WM	3 A RESOLUTION CORRECTING CLERICAL ERRORS ON THE MUNICIPAL TAX ROLL OF ROTTERDAM	Legislator Fields	
PS	1 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR EMERGENCY AND SECURITY PROGRAMS	Legislator Constantine	
PS	2 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR EMERGENCY MANAGEMENT EQUIPMENT AND PERSONNEL SERVICES	Legislator Constantine	

Item	Title	Sponsor	Co-Sponsors
PS	3 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING REGARDING THE SPECIAL DEPUTIES' UNIT IN THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Constantine	
PFTI	4 A RESOLUTION REGARDING A LEASE FOR PARKING SPACES AT ST. JOSEPH'S CHURCH IN THE CITY OF SCHENECTADY	Legislator Patierne	
HHHS	2 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF SOCIAL SERVICES	Legislator Ostrelich	
HHHS	3 A RESOLUTION TO ACCEPT MONIES FROM THE NATIONAL CHILDREN'S ALLIANCE FOR DOMESTIC TRAFFICKING VICTIM SERVICES	Legislator Ostrelich	
HHHS	4 A RESOLUTION TO AUTHORIZE A TITLE UPGRADE FOR CERTAIN EMPLOYEES OF THE GLENDALE NURSING HOME	Legislator Ostrelich	
HHHS	5 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF ADDICTION SERVICES AND SUPPORT FROM THE OPIOD SETTLEMENT FUND	Legislator Ostrelich	

Item	Title	Sponsor	Co-Sponsors
HHHS	6 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR ARTICLE 6 ELIGIBLE SERVICES	Legislator Ostrelich	
HHHS	7 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES FOR THE SUPPORT OF THE CHILD ADVOCACY CENTER AND TO CREATE A NEW POSITION AT THE CHILD ADVOCACY CENTER	Legislator Ostrelich	
EDP	2 A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH LEGERE CENTER, LLC.	Legislator Samuel	

## LEGISLATIVE INITIATIVE FORM

**Date:** 2/2/2024  
**Reference:** Ways and Means  
**Dual Reference:** Ways and Means  
**Initiative:** WM 3

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

A RESOLUTION CORRECTING CLERICAL ERRORS ON THE MUNICIPAL TAX ROLL OF ROTTERDAM

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

Provides Authorization to Correct Tax Roll in The Town of Rotterdam

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

The Real Property Tax Services Agency has received two (2) applications for correction of the tax roll of Real Property Taxes for the Town of Rotterdam. The applicants named in the attached memo is entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

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

The Real Property Tax Service Agency has two (2) applications requiring legislative approval for correction to the 2024 Town and County General Tax Bill from the Town of Rotterdam. The applicants named below are entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

<u>TOWN</u>	<u>OWNER S/B/L</u>	<u>REASON</u>	<u>AMOUNT OF TAXES BILLED</u>	<u>AMOUNT OF TAXES DUE</u>
Rotterdam	Wayto Road Associates, LLC 71.6-5-6	Clerical Error	\$19,562.83	\$ 9,616.85 Amount to Cancel-\$9,945.98

(An incorrect number of sewer debt services units were charged. The parcel was charged 24 units when it should only be 2 units per memo from Rotterdam DPW.)

	Marra Lane Management, LLC 71.6-5-5.2	Clerical Error	\$ 22,791.92	\$19,627.29 Amount to Cancel-\$3,164.63
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(An incorrect number of sewer debt services units were charged. The parcel was charged 27 units when it should only be 20 units per memo from Rotterdam DPW.)

### **Justification:**

Paul Romano, Director of Real Property, communicated that the applicant was incorrectly charged for twenty-four (24) sewer debt service units instead of two (2) units, resulting in a higher tax bill. They are therefore eligible for \$9,954.98 in taxes to be canceled.

**Sponsor:** Legislator Fields  
**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Jaclyn Falotico, Commissioner of Finance  
Paul Romano, Director of Real Property Tax Service Agency

**Date:** February 2, 2024

**RE:** Authorization to Correct Tax Roll in the Town of Rotterdam

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The Real Property Tax Service Agency has an application requiring legislative approval for tax corrections in the Town of Rotterdam.

The first applicant was incorrectly charged for twenty-four (24) sewer debt service units instead of two (2) units and are therefore eligible for \$9,954.98 in taxes to be cancelled. The second applicant was incorrectly charged twenty-seven (2) sewer debt service units instead of twenty (20) units and are eligible for \$3,164.63 in taxes to be cancelled.

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

I recommend your approval.

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

County Finance

# Memo

**TO:** Rory Fluman, County Manager

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

**DATE:** January 31, 2024

**SUBJECT:** Applications for Corrected Tax Roll  
(Town of Rotterdam)

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

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

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

## County Finance

# Memo

**TO:** Jaclyn L. Palotico, Commissioner of Finance

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

**DATE:** January 31, 2024

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

The Real Property Tax Service Agency has two (2) applications requiring legislative approval for correction to the 2024 Town and County General Tax Bill from the Town of Rotterdam. The applicants named below are entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

<u>TOWN</u>	<u>OWNER S/B/L</u>	<u>REASON</u>	<u>AMOUNT OF TAXES BILLED</u>	<u>AMOUNT OF TAXES DUE</u>
Rotterdam	Wayto Road Associates, LLC 71.6-5-6	Clerical Error	\$ 19,562.83 Amount to <del>Cancel</del> = \$9,945.98	\$ 9,616.85

(An incorrect number of sewer debt service units were charged. The parcel was charged 24 units when it should only be charged 2 units per a memo from Rotterdam DPW.)

Marra Lane Management, LLC 71.6-5-5.2	Clerical Error	\$ 22,791.92 Amount to <del>Cancel</del> = \$3,164.63	\$ 19,627.29
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(An incorrect number of sewer debt service units were charged. The parcel was charged 27 units when it should only be charged 20 units per a memo from Rotterdam DPW.)