



# 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  
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**OCTOBER 2024**  
**COMMITTEE MEETING SCHEDULE**

DATE: 27 September 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall; Clerk of the Legislature  
SUBJECT: Committee Meetings  
Monday, September 30, 2024  
620 State Street  
Legislative Chambers  
Sixth Floor – 7:00 PM

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7:00 P.M.	Committee on Codes, Judiciary & Consumer Affairs Legislator Frisoni, Chair	page 1
Followed by:	Committee on Economic Development & Planning Legislator Samuel, Chair	page 6
Followed by:	Committee on Public Facilities, Transportation & Infrastructure Legislator Patierne, Chair	page 101
Followed by:	Committee on Workforce Development Legislator McGill, Chair	page 236
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 243



# Schenectady County Legislature

Committee on Codes, Judiciary and Consumer Affairs

Hon. Pete Frisoni, Chair

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

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

DATE: September 27, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Codes, Judiciary and Consumer Affairs  
Honorable Pete Frisoni, Chair  
Monday, September 30, 2024 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
CJCA	5 A RESOLUTION REQUIRING VOTER ID	Legislators Cuomo & Hess	

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**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/27/2024  
**Reference:** Codes, Judiciary and Consumer Affairs  
**Dual Reference:**  
**Initiative:** CJCA 5

**Title of Proposed Resolution:**

A RESOLUTION REQUIRING VOTER ID

**Purpose and General Idea:**

This Voter ID proposal is intended to enhance the integrity of the electoral process in Schenectady County by requiring individuals to present and authenticate identification when voting. This measure aims to ensure that each vote cast is legitimate, safeguarding against voter fraud and increasing public confidence in the fairness and security of elections. The implementation will be inclusive and accessible, with provisions to assist individuals in obtaining valid identification, and the requirement will take effect immediately upon passage for all subsequent elections.

**Summary of Specific Provisions:**

**Mandate for Identification:** The resolution requires the presentation and authentication of identification by any individual wishing to vote in any election held within Schenectady County.

- Mandates that each voter must be informed before signing the poll book that their signature affirms their eligibility to vote in New York State. This includes confirming they are a U.S. citizen, at least 18 years old by the end of the year, not in prison or on parole for a felony conviction unless pardoned or rights restored, not claiming the right to vote elsewhere, and not declared incompetent by a court. If an ineligible person votes, their signature serves as prima facie evidence of falsely claiming U.S. citizenship in violation of 18 U.S.C. §611. This also applies if the individual fraudulently completed a voter registration form or registered through other state services like DMV applications or online portals.
- Implementation: The requirement will be implemented in an inclusive and accessible manner, assisting individuals in obtaining valid identification at no cost, to ensure fairness and equality in the voting process.
- Immediate Effect: The resolution will take effect immediately upon its passage and will be enforced in all subsequent elections.
- County Clerk's Responsibilities: The County Clerk is directed to undertake all necessary actions for the implementation of the resolution, including providing detailed guidelines on acceptable forms of identification and the process for authentication.

**Effects Upon Present Law:**

This resolution introduces a new requirement for voters to present and authenticate identification at the polling place, which is not currently mandated under existing Schenectady County or New York State law.

The County Clerk will need to develop and disseminate guidelines on acceptable forms of identification and the authentication process. This may involve creating new administrative procedures and possibly amending current procedures related to voter check-in and verification at polling places.

The resolution mandates that the implementation of the voter ID requirement must be inclusive and accessible, with provisions to help individuals obtain valid identification. This could necessitate new programs or collaborations with other governmental or non-governmental organizations to assist voters in obtaining the necessary identification.

The resolution takes effect thirty (30) days after passage, providing Schenectady County with a reasonable period to adapt its election procedures to comply with the new requirements. This may require urgent updates to training for poll workers and public information campaigns to inform voters of the new ID requirements.

The resolution is constitutional and does not contravene federal or state laws.

**Justification:**

The justifications for the local Voter ID law are:

1. Preventing voter fraud: Requiring identification helps prevent various types of fraud, such as impersonation of other voters, non-citizens voting, and people voting in multiple jurisdictions.
2. Maintaining election integrity: This local Voter ID law will help ensure only eligible voters cast ballots, thus protecting the democratic process.
3. Enhancing voter confidence: This measure will increase public confidence in the fairness and security of elections.
4. Standardizing voting procedures: This Voter ID law is intended to create consistent identification standards across voting jurisdictions.

**Sponsor: Legislators Cuomo & Hess**

**Co-Sponsor:**

**RESOLUTION**        **-24**

*Sponsored by Legislators Cuomo and Hess:*

**A RESOLUTION ENACTING THE ELECTION INTEGRITY ACT OF 2024**

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

**WHEREAS**, the integrity of the electoral process is fundamental to the democratic system and the trust of the public in such processes is paramount; and

**WHEREAS**, the presentation and authentication of identification at the time of voting serves as a critical measure to ensure that each vote cast is legitimate, safeguarding against fraud and ensuring the accuracy of election outcomes; and

**WHEREAS**, numerous counties across the United States have successfully implemented Voter ID requirements, demonstrating that such measures can be enacted in a manner that is both effective in protecting electoral integrity and compliant with state and federal laws; and

**WHEREAS**, counties such as Allegheny County in Pennsylvania and Hamilton County in Ohio have instituted Voter ID laws, which have been upheld by courts as consistent with the Constitution, providing a legal precedent for the enforcement of similar laws in New York; and

**WHEREAS**, the State of New York, under its Constitution and statutory provisions, permits local governments to enact regulations and measures deemed necessary for the welfare and security of their communities, provided such measures do not contravene federal laws or the Constitution of the United States; and

**WHEREAS**, this resolution aims to uphold the integrity of the electoral process within Schenectady County, ensuring that all votes cast are legitimate and reflect the true will of the people of Schenectady County.

**NOW, THEREFORE, BE IT RESOLVED** that the Schenectady County Legislature hereby mandates the presentation and authentication of identification by any individual wishing to vote in any election held within the county.

**BE IT FURTHER RESOLVED** that this requirement will be implemented in a manner that is inclusive and accessible to all eligible voters, with provisions made to assist individuals in obtaining valid identification, thereby upholding the principles of fairness and equality in the voting process.

**BE IT FURTHER RESOLVED** those voters who cannot provide the required ID may be allowed to sign an affidavit affirming their identity and citizenship under penalty of perjury and shall have five (5) days to present acceptable ID to have their ballot opened.

**BE IT FURTHER RESOLVED** each voter, before signing a poll book, shall be advised that such signature serves as an affirmation that they meet the eligibility requirements to vote in New York State. This includes being a U.S. citizen, being at least 18 years old by the end of the year, not being in prison or on parole for a felony conviction (unless parole pardoned or rights have been restored), not claiming the right to vote elsewhere, and not being found incompetent by a court. If the person casts a vote and is not eligible to do so, such signature shall serve as prima facie evidence that they have falsely claimed to be an American citizen in violation of 18 U.S.C. §611. In addition, if such an individual fraudulently filled out a voter registration form or registered by means of filing another state form that included voter registration services, such as: DMV License Applications, Online Registration Portal, Agency-Based Registration, NY.Gov Account, Organ Donation Registration, or any other automatic registration process.

**BE IT FURTHER RESOLVED** that each poll book, electronic or otherwise, shall include a space for the voter to initial that they have been advised of the voter ID requirements and consequences of fraudulently casting a ballot in the election.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately upon its passage and shall be enforced in all subsequent elections, with the County Clerk directed to undertake all necessary actions for its implementation, including the provision of detailed guidelines on the acceptable forms of identification and the process for authentication.

This resolution is hereby adopted by the Schenectady County Legislature on this \_\_\_ day of September 2024, affirming the commitment of Schenectady County to maintaining the highest standards of electoral integrity and ensuring the democratic rights of all its citizens.



# 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: September 27, 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, September 30, 2024 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EDP	11 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO A PRELIMINARY AGREEMENT WITH SUNY SCHENECTADY AND ADIRONDACK AQUATIC CENTER FOR THE CONSTRUCTION AND OPERATION OF AN AQUATIC CENTER	Legislator Samuel	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/27/2024  
**Reference:** Economic Development and Planning  
**Dual Reference:**  
**Initiative:** EDP 11

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO A PRELIMINARY AGREEMENT WITH SUNY SCHENECTADY AND ADIRONDACK AQUATIC CENTER FOR THE CONSTRUCTION AND OPERATION OF AN AQUATIC CENTER

**Purpose and General Idea:**

Provides authorization for the County to enter into an amendment to a preliminary agreement with SUNY Schenectady and Adirondack Aquatic Center for the Construction and Operation of an Aquatic Center on Land Owned by the County of Schenectady in Trust for SUNY Schenectady.

**Summary of Specific Provisions:**

Authorizes the County to enter into an amendment to a preliminary agreement with SUNY Schenectady and Adirondack Aquatic Center for the Construction and Operation of an Aquatic Center on Land Owned by the County of Schenectady in Trust for SUNY Schenectady.. On May 14, 2024, The County Legislature approved an agreement regarding the construction and operation of an Aquatic Center. SUNY Schenectady has requested that the agreement be modified to meet the funding requirements of SUNY. These modifications make clear that SUNY Schenectady has full authority over the operation of the Aquatic Center, and were crafted with the assistance of Ray Gillen.

**Effects Upon Present Law:**

None.

**Justification:**

Legislative approval is necessary.

**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:** September 27, 2024

**RE:** Authorization to Amend an Agreement with SUNY Schenectady & the  
Adirondack Aquatic Center for the Construction and Operation of an Aquatic  
Center


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Attached is a memorandum Christopher Gardner, County Attorney, requesting authorization to amend the preliminary agreement with SUNY Schenectady and the Adirondack Aquatic Center for the construction and operation of an aquatic center in downtown Schenectady. As Mr. Gardner indicates, the revision makes clear that SUNY Schenectady would have full authority over the operations of the facility. These changes in the agreement would help the project meet the requirements for funding from the SUNY system.

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 

**Dated:** September 27, 2024

**Copies to:** Dr. Steady Moono, President  
Patrick Ryan, CFO, SCCC  
Gary Hughes, Chairman, County Legislature  
Richard Ruzzo, County Legislature  
Geoffrey T. Hall, Clerk of the Legislature  
M. Joe Landry, Counsel to the Legislature  
Ray Gillen, Commissioner of Economic Development and Planning  
Kara Haraden, Adirondack Aquatic Center  
Charlie Davidson, Sustainability Coordinator  
Marylou Riddle, Executive Secretary to the County Manager

**Re:** **A Revised Preliminary Agreement Between the County of Schenectady, SUNY Schenectady, and the Adirondack Aquatic Center for the Construction and Operation of an Aquatic Center on Land owned by the County of Schenectady in Trust for SUNY Schenectady**

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The County Legislators passed a tripartite agreement on May 14, 2024 regarding the construction and operation of an Aquatic Center.

SUNY Schenectady has requested that the agreement be modified in order to meet the funding requirements of SUNY. The modifications make clear that SUNY Schenectady has full authority over the operation of the Aquatic Center and were crafted with the assistance of Ray Gillen.

I request that this revised agreement be forwarded to the County Legislature at its meetings on September 30<sup>th</sup> and October 8<sup>th</sup> for the consideration and approval.

CHG/kah  
Attachments

**A PRELIMINARY AGREEMENT BETWEEN THE COUNTY OF SCHENECTADY,  
SUNY SCHENECTADY AND THE ADIRONDACK AQUATIC CENTER FOR THE  
CONSTRUCTION AND OPERATION OF AN AQUATIC CENTER ON LAND OWNED  
BY THE COUNTY OF SCHENECTADY  
IN TRUST FOR SUNY SCHENECTADY**

**WHEREAS**, the Adirondack Aquatic Center is a Not-for-Profit Corporation established in 2014 which is currently doing business as Capital Region Aquatic Center (hereinafter referred to as the Center) with oversight from a Board of Directors; and

**WHEREAS**, the County of Schenectady (hereinafter referred to as the County) is a Municipality organized under the Laws of the State of New York since 1809, and is the sponsor of Schenectady County Community College (hereinafter referred to as SUNY Schenectady); and

**WHEREAS**, SUNY Schenectady is a Community College organized and chartered under the Laws of the State of New York; and

**WHEREAS**, the County, SUNY Schenectady, and the Center are collaborating on the construction and operation of an approximately 80,000+/- square foot Aquatic Center that is expected to include:

1. NCAA compliant 8-lane Olympic-Size 50-meter Pool;
2. Diving Well;
3. Instruction Pool;
4. Therapy Pool;
5. Seating on deck for 600 +/- athletes;
6. Spectator Seating to accommodate at least 1,200 spectators;
7. Locker Rooms, Restrooms and Showers;
8. Multi-purpose Instructional Areas;
9. Café / Concession Space;
10. Retail Shop; and
11. Contiguous parking deck to accommodate 300 +/- parking spots.

**IT IS HEREBY AGREED UPON**, by and between the parties as follows, subject to approval by the Schenectady County Legislature, the SUNY Schenectady Board of Trustees and the Board of the Capital Region Aquatic Center:

- I. Construction of an approximately 80,000+/- square foot Aquatic Center by the County of Schenectady in trust for SUNY Schenectady in collaboration with the Center.**

- A. Overview**

The Center has received pledges in excess of \$20 million thus far for the construction and operation of an 80,000+/- square foot Aquatic Center which is projected to cost in excess of \$40 million. The County of Schenectady has assembled several parcels which are contiguous to SUNY Schenectady and owns these parcels in trust for SUNY Schenectady. With the assistance of Schenectady Metroplex, the County has demolished numerous buildings on the site. The cost of these acquisitions and demolitions is in excess of \$5 million. After considering many options for this site, both the County and SUNY Schenectady are collaborating with the Center in the construction of an 80,000+/- square foot Aquatic Center.

Pursuant to the rules and regulations governing the SUNY construction capital projects, it is anticipated that the State of New York will pay for approximately 50% of the construction costs of the Aquatic Center.

The latest projected cost estimate is \$41,731,551. A copy of this estimate dated November 1, 2023 is attached hereto as Exhibit A. This estimate was

provided by BBL Construction Services, LLC, and did not include a parking structure.

**II. Role of the County of Schenectady in the construction and operation of the Aquatic Center.**

- A. The County of Schenectady shall construct for the benefit of SUNY Schenectady an 80,000+/- square foot Aquatic Center with SUNY Schenectady and the Center.
- B. SUNY Schenectady shall operate this facility. It is anticipated that more detailed operational agreements will be developed.
- C. The County of Schenectady shall be fully responsible for all phases of design, architecture, engineering and construction of the Aquatic Center after consultation and agreement with both SUNY Schenectady and the Center on the general specifications and design of the facility.
- D. The County of Schenectady on behalf of SUNY Schenectady shall own the Aquatic Center in Trust for SUNY Schenectady.
- E. The County of Schenectady shall provide the site and make other acquisitions as necessary. The County shall provide additional funding as necessary.

**III. Role of the Capital Region Aquatic Center in the construction of the Aquatic Center.**

A. The Center has pledges in excess of \$21.5 million towards the construction and operations of the Aquatic Center as set forth below:

**COMMITMENTS TO FUNDING**

<u>Donor</u>	<u>Amount</u>	<u>Eligible for SUNY Matching Funds?</u>
Schenectady County	\$5.0 million	Yes
Federal Funds	\$5.0 million	Yes
State Funds (The Speaker of the Assembly Carl Heastie and Assemblyman Angelo Santabarbara)	through 5.1 million	No
Private Sector Pledges	\$6.4 million	Yes
Total Raised:		\$21.5 million
Total Raised Eligible for SUNY Matching Funds:		\$16.4 million
Total Raised Not Eligible for SUNY Matching Funds:		\$ 5.1 million

\*See III C.

- B. The Center and SUNY Schenectady shall continue to raise additional funds for the construction and operation of the facility and shall seek additional resources and funding as needed.
- C. The Center shall contribute 90% of the funds raised towards the construction of the Aquatic Center, with 10% of the funds being reserved for an operational fund of up to \$2 million.
- D. The College shall make available to the County Auditor and the County Department of Finance, all information and documents related to its financial status, with quarterly financial statements provided.

- E. The Center shall provide to the County and to SUNY Schenectady all preliminary design and engineering documents developed thus far.

**IV. The role of SUNY Schenectady in the construction and operation of the Aquatic Center.**

- A. SUNY Schenectady shall fully collaborate with the County and the Center in the design, construction, and financing of the Aquatic Center.
- B. SUNY Schenectady shall work cooperatively with the County and the Center to coordinate the financing of this project and to seek available State of New York funding for this project.
- C. SUNY Schenectady recognizes the significant benefits that the Aquatic Center brings with it to the college and will work cooperatively with the County and the Center to maximize the community and educational benefits provided by the Aquatic Center. Attached hereto as Exhibit B is the response submitted to the NY SWIMS RFI (Request for Information) seeking additional state funds which outlines the numerous community benefits of this project.
- D. SUNY Schenectady will work to develop to all further necessary operational agreements.

**V. Operation of an approximately 80,000+/- square foot Aquatic Center.**

**A. Overview**

The College will operate the Aquatic Center. The goal of this operational agreement is threefold:

- 1. Ensure that SUNY Schenectady can fully utilize the facility for intercollegiate meets, swimming instruction for all students, staff, and community-wide K-12 learn to swim programs in the County, and any

swimming programs that SUNY Schenectady deems appropriate, including academic, workforce and community education programming.

2. Maximize rental revenue to the extent possible by hosting competitive swimming events, and charge for pool use for these events at a rate agreed upon by the parties. A copy of the Center's business plan including estimated revenues and expenses are attached hereto as Exhibit C. On an annual basis, all revenues of the Center in excess of expenses shall be held by to the College which shall maintain a separate segregated capital and operational fund which shall be used by the College for capital repairs and improvements to the facility.

The goal, to the extent possible, is to have the Aquatic Center be self-sustaining. The parties shall seek to commence each fiscal year with a reserve of \$2 million, for the Center's ongoing operations.

The parties recognize that these projections of revenue and expenses are a good faith estimate and are subject to changes which may be agreed upon by the parties.

**VI. Additional Items for Consideration and Inclusion in future Construction and Operational Agreements.**

- A. Parking;
- B. Additional Property Acquisitions as needed;
- C. Insurance;
- D. Staffing of Facility;
- E. Rental Rates for Facility;
- F. Name and Naming Rights;
- G. Community Benefits;
- H. Concession Stand Operations;
- I. Annual Budgeting Procedures and Approvals; and
- J. Annual Auditing of Operational Budget.



**VII. Creation of an Aquatic Center Oversight Advisory Board.**

- A. The County of Schenectady, SUNY Schenectady and The Center hereby agree to create a Seven Member Aquatic Center Oversight Advisory Board (hereinafter referred to as the Board).
- B. The Board shall be appointed as follows:
1. The County Manager of Schenectady County shall appoint two members subject to approval by the County Legislature.
  2. The President of SUNY Schenectady shall appoint three members subject to approval by the Board of Trustees.
  3. The Board of Directors of the Center shall appoint two members.
  4. The term of all appointments shall be four (4) years. There is no limit on the number of terms any board member may serve.
- C. Meetings of the Aquatic Center Oversight Advisory Board.
1. The Board shall meet on a quarterly basis, or more often as necessary.
  2. The Board shall elect one of its members to Chair the meetings for a term of two years. There is no limit on the number of terms that a member can serve as Chair.
- D. The Aquatic Center Oversight Advisory Board shall have the following powers:
1. The Board shall make recommendations to SUNY Schenectady regarding budgetary issues in the initial start-up phase. Thereafter, the Board shall work collaboratively with the Center, the County

of Schenectady and SUNY Schenectady as part of the normal annual budgetary process to ensure that the Center is operating in an efficient fashion, and achieving the goals set forth in this agreement, and achieving such other goals as envisioned by SUNY Schenectady.

- E. The Board shall be consulted by the Center on major issues that need to be addressed for the safe and efficient operation of the facility.
- F. The Office of the County Attorney shall be available to the Board on any legal issues.
- G. The Board on a quarterly basis shall receive a financial report from the Center for its review and approval. It may request staff from the Center, the County of Schenectady and SUNY Schenectady to attend these meetings on an as-needed basis.
- H. Written notice of each meeting shall state the time, date and location of each meeting. The meetings shall be governed by Robert's Rules of Order. A quorum consists of more than 50% of the total number of members who appear in person or by video conference.

Adirondack Aquatic Center

Schenectady County Community College

By: \_\_\_\_\_  
Kara Haraden, President

By: \_\_\_\_\_  
Dr. Steady Moono, President

County of Schenectady

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

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

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

**STATE OF NEW YORK**

**COUNTY OF \_\_\_\_\_ ss.:**

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, personally appeared KARA HARADEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public-State of New York

**STATE OF NEW YORK**

**COUNTY OF SCHENECTADY ss.:**

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

\_\_\_\_\_  
Notary Public-State of New York

**STATE OF NEW YORK**

**COUNTY OF SCHENECTADY ss.:**

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

\_\_\_\_\_  
Notary Public-State of New York

# EXHIBIT A

**Estimate Summary - Condensed**

Capital Region Aquatics Center / Allentown Aquatics Center Renovation

10/20/2018 06:02:28

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BRE Construction Services, LLC

Project Estimate #1

Estimate No 20117

Estimate Date 04/23/2018

Location

CSI	Description	Total	\$/SF
01000	General Conditions	1,100,000	15.00
01020	Paint, Finishes & Glazes	100,000	4.75
02000	Building Foundation	700,000	9.75
02010	Excavation & Retention	0	0.00
02020	Foundation Retention	0	0.00
02030	Excavation	694,477	9.75
02040	Slurry	600,000	10.00
02050	Retained Area	2,000,000	26.70
02060	Concrete Formwork Framing	107,000	12.25
02070	Steel Deck	100,000	2.70
02080	Form Capacity	60,000	0.80
02090	Formwork Treatment	100,000	1.40
02100	Waterproofing	50,000	0.70
02110	Shoring	0	0.00
02120	Concrete Retain Wall Panel	100,000	10.70
02130	Reinforcing Steel	1,111,000	27.20
02140	Form Shoring	60,000	0.80
02150	Steel, Fabric & Glass	20,000	0.25
02160	Formwork & Coffing Deck	0	0.00
02170	Shoring & Scaffolding	70,000	0.90
02180	Shoring & Scaffolding	60,000	0.80
02190	Formwork & Scaffolding	10,000	0.10
02200	Formwork & Scaffolding	0	0.00
02210	Formwork & Scaffolding	0	0.00
02220	Formwork & Scaffolding	0	0.00
02230	Formwork & Scaffolding	0	0.00
02240	Formwork & Scaffolding	0	0.00
02250	Formwork & Scaffolding	0	0.00
02260	Formwork & Scaffolding	0	0.00
02270	Formwork & Scaffolding	0	0.00
02280	Formwork & Scaffolding	0	0.00
02290	Formwork & Scaffolding	0	0.00
02300	Formwork & Scaffolding	0	0.00
02310	Formwork & Scaffolding	0	0.00
02320	Formwork & Scaffolding	0	0.00
02330	Formwork & Scaffolding	0	0.00
02340	Formwork & Scaffolding	0	0.00
02350	Formwork & Scaffolding	0	0.00
02360	Formwork & Scaffolding	0	0.00
02370	Formwork & Scaffolding	0	0.00
02380	Formwork & Scaffolding	0	0.00
02390	Formwork & Scaffolding	0	0.00
02400	Formwork & Scaffolding	0	0.00
02410	Formwork & Scaffolding	0	0.00
02420	Formwork & Scaffolding	0	0.00
02430	Formwork & Scaffolding	0	0.00
02440	Formwork & Scaffolding	0	0.00
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02460	Formwork & Scaffolding	0	0.00
02470	Formwork & Scaffolding	0	0.00
02480	Formwork & Scaffolding	0	0.00
02490	Formwork & Scaffolding	0	0.00
02500	Formwork & Scaffolding	0	0.00
02510	Formwork & Scaffolding	0	0.00
02520	Formwork & Scaffolding	0	0.00
02530	Formwork & Scaffolding	0	0.00
02540	Formwork & Scaffolding	0	0.00
02550	Formwork & Scaffolding	0	0.00
02560	Formwork & Scaffolding	0	0.00
02570	Formwork & Scaffolding	0	0.00
02580	Formwork & Scaffolding	0	0.00
02590	Formwork & Scaffolding	0	0.00
02600	Formwork & Scaffolding	0	0.00
02610	Formwork & Scaffolding	0	0.00
02620	Formwork & Scaffolding	0	0.00
02630	Formwork & Scaffolding	0	0.00
02640	Formwork & Scaffolding	0	0.00
02650	Formwork & Scaffolding	0	0.00
02660	Formwork & Scaffolding	0	0.00
02670	Formwork & Scaffolding	0	0.00
02680	Formwork & Scaffolding	0	0.00
02690	Formwork & Scaffolding	0	0.00
02700	Formwork & Scaffolding	0	0.00
02710	Formwork & Scaffolding	0	0.00
02720	Formwork & Scaffolding	0	0.00
02730	Formwork & Scaffolding	0	0.00
02740	Formwork & Scaffolding	0	0.00
02750	Formwork & Scaffolding	0	0.00
02760	Formwork & Scaffolding	0	0.00
02770	Formwork & Scaffolding	0	0.00
02780	Formwork & Scaffolding	0	0.00
02790	Formwork & Scaffolding	0	0.00
02800	Formwork & Scaffolding	0	0.00
02810	Formwork & Scaffolding	0	0.00
02820	Formwork & Scaffolding	0	0.00
02830	Formwork & Scaffolding	0	0.00
02840	Formwork & Scaffolding	0	0.00
02850	Formwork & Scaffolding	0	0.00
02860	Formwork & Scaffolding	0	0.00
02870	Formwork & Scaffolding	0	0.00
02880	Formwork & Scaffolding	0	0.00
02890	Formwork & Scaffolding	0	0.00
02900	Formwork & Scaffolding	0	0.00
02910	Formwork & Scaffolding	0	0.00
02920	Formwork & Scaffolding	0	0.00
02930	Formwork & Scaffolding	0	0.00
02940	Formwork & Scaffolding	0	0.00
02950	Formwork & Scaffolding	0	0.00
02960	Formwork & Scaffolding	0	0.00
02970	Formwork & Scaffolding	0	0.00
02980	Formwork & Scaffolding	0	0.00
02990	Formwork & Scaffolding	0	0.00
03000	Formwork & Scaffolding	0	0.00

**Estimate Summary - Condensed**

Capital Region Aquatics Center / Advanced Aquatics Center Restoration

ISSUES 09/21/11 Page 9

RLC Construction Services, LLC  
Project Estimate of

Estimate No: 29112  
Estimate Date: 9/23/10

CSI	Description	Total	\$ / SF
14110	Subcontract	250,000	2.72
14115	Subcontract	601,000	6.61
22000	Site Improvements	0	0.00
22010	Permit & Licenses	0	0.00
22020	Site Control & Costs	60,000	.66

Total of CSI Orders: **911,000** \$/SF 41.14

**Final Adjustments**

	Total
Per Change	0
Design Contingency 0%	0
Construction Contingency 0%	1,001,817
Design Fee	2,007,010
Construction Sign-off Fee	2,007,010
General & Errors Liability Insurance	100,000
Builder's Risk Insurance	40,000
Building Permit - Excluded	0
Add of 10% Monthly Participation (0%)	0

Grand Total:  
Square Feet:  
\$/SF

41,737,261
6,200
67

ES&S Construction Services, LLC  
Project Name: 01

07/06/2018

Capital Region Aquatics Center / Allenbrook Aquatics Center Renovation  
Summary: 01/1

Sheet: 001

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
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Section: 010000 General Conditions

Zone 1				Setup Amount: 00				
10	Construction Timeline 15 months-03 wks	Zone 1		0	0	0	0	0.00
20	Project Executive	Zone 1	100.00	hr	T	100.00	0	100.00
30	Senior Project Manager	Zone 1	2,100.00	hr	T	2,100.00	0	2,100.00
40	Project Manager	Zone 1	1,500.00	hr	T	1,500.00	0	1,500.00
50	Assistant Project Manager	Zone 1	1,700.00	hr	T	1,700.00	0	1,700.00
60	Superintendent	Zone 1	2,000.00	hr	T	2,000.00	0	2,000.00
70	Assistant Superintendent	Zone 1	1,000.00	hr	T	1,000.00	0	1,000.00
80	Safety Director	Zone 1	200.00	hr	T	200.00	0	200.00
90	Project Clerk	Zone 1	200.00	hr	T	200.00	0	200.00
<b>Zone 1 - Total</b>						<b>7,700.00</b>	<b>0</b>	<b>7,700.00</b>
<b>010000 General Conditions - Total</b>						<b>7,700.00</b>	<b>0</b>	<b>7,700.00</b>

Section: 015000 Temp Facilities & Controls

Zone 1				Make Selection: 00					
10	Layout & quality control survey - 1 week mobil	Zone 1	1.00	hr		0	0	10.000	10.000
20	Job Plans	Zone 1	1.00	hr		0	0	1,000.00	1,000.00
30	Tooling (General)	Zone 1	1.00	hr		0	0	20,000.00	20,000.00
40	Temp Heating Service - Installation	Zone 1	1.00	hr		0	0	7,000.00	7,000.00
50	Temp Heating - Consumption	Zone 1	1.00	hr		0	0	21,000.00	21,000.00
60	Temp Poles	Zone 1	12.00	hr		0	0	2,000.00	2,000.00
70	Temp Construction Water	Zone 1	12.00	hr		0	0	10,000.00	10,000.00
80	Temp Security (per month per acre)	Zone 1	25.00	month	T	0	0	2,500.00	2,500.00
90	Port A/C	Zone 1	1.00	hr		0	0	10,000.00	10,000.00
100	Fire Protection	Zone 1	1.00	hr		0	0	1,000.00	1,000.00
110	Safety Equipment/visibility reflect	Zone 1	1.00	hr		22,000.00	0	10,000.00	32,000.00
120	Notification	Zone 1	1.00	hr		1,000.00	0	2,000.00	3,000.00
130	Job Sign	Zone 1	1.00	hr		500.00	0	200.00	700.00

Section: 015000 Temp Facilities & Controls

**Section Details - Continuous**

BEL Construction Services, LLC  
Project Reference #

020000

Capital Region Aquatics Center / Adirondack Aquatics Center Renovation  
Estimate #1111  
Amount: \$100,000

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
144	Tarp covers, with sides	11.00	each	0	0	1,200.00	0	1,200.00
		Zone 1				1,200.00		1,200.00
145	Water Conditioners	1.00	allow	0	0	0	75,000.00	75,000.00
		Zone 1					75,000.00	75,000.00
146	Cleaning, weekly	10.00	hrs	43.75	0	0	0	437.50
		Zone 1		43.75	0	0	0	437.50
147	Demolition, partial	1.00	each	0	0	40,000.00	0	40,000.00
		Zone 1				40,000.00		40,000.00
148	Final Cleaning	1.00	each	0	0	0	30,000.00	30,000.00
		Zone 1					30,000.00	30,000.00
	<b>Zone 1 - Total</b>			43.75	0	141,200.00	105,000.00	289,950.00
	<b>020000 Tarp Facilities &amp; Controls - Total</b>			43.75	0	141,200.00	105,000.00	289,950.00

**Section: 020600 Building Demolition**

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
149	Building Demo - Slab and steel specify lot demolition	1,770.00	sq ft	0	0	0	70,000.00	70,000.00
		Zone 1					70,000.00	70,000.00
150	40' Diameter Pile Stationary	1.00	each	0	0	0	0	0.00
		Zone 1					0	0.00
151	Demo Roof Deck, Joists, and Columns/Provide Slabing	1,000.00	sq ft	5	0	0	0	50.00
		Zone 1		5	0	0	0	50.00
152	Demo Roof Deck	1,000.00	sq ft	0	0	0	0	0.00
		Zone 1					0	0.00
153	Demo Roof Deck of Structure to Remain/Refractory	1,000.00	sq ft	0	0	0	0	0.00
		Zone 1					0	0.00
154	Demo Roofing	1,000.00	sq ft	0	0	0	0	0.00
		Zone 1					0	0.00
155	Demo Roofing Deck of Structure to Remain/Refractory	1,000.00	sq ft	0	0	0	0	0.00
		Zone 1					0	0.00
156	Demo Chime Beam for	100.00	each	0	0	0	0	0.00
		Zone 1					0	0.00
157	Demo - Insulator	21,000.00	sq ft	0	0	0	0	0.00
		Zone 1					0	0.00
158	Demo - 100' 4" Lumber	24,000.00	sq ft	0	0	0	0	0.00
		Zone 1					0	0.00
159	Demo - 100' 4" Post Equipment Set	2,710.00	sq ft	0	0	0	0	0.00
		Zone 1					0	0.00
160	Demo - 100' 4" Post	24,000.00	sq ft	0	0	0	0	0.00
		Zone 1					0	0.00
161	Tarp Facilities	1.00	each	0	0	0	0	0.00
		Zone 1					0	0.00
	<b>Zone 1 - Total</b>			5	0	0	70,000.00	70,005.00
	<b>020600 Building Demolition - Total</b>			5	0	0	70,000.00	70,005.00

**Section: 020700 Selective Demolition**

020700 Selective Demolition  
Overridden to... 0  
See Distribution Below

**Overridden**

020700 Selective Demolition

Section: 020700 Selective Demolition





Section Details - Continues

BRE Construction Services, LLC  
Project Location: of

in Quantity

Capital Region Aquatic Center / Albemarle Aquatic Center Restoration  
Bid Number: 2020  
Bid Date: 02/02/21

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
170	3000 #4 Concrete Rebar 1500 per 100'	135.67	ea	0	0	135.67	0	135.67
171	Concrete FR of steel pipe stub (10'-0" wide typically)	25.40	sq ft	1.970	0	1.000	0	2.970
172				0	0	0	0	0
173	#4 Rebar w/ Drive Pilehead Concrete Reinforced by Foot Caster 4000			0	0	0	0	0
174				0	0	0	0	0
175	#4 Per Inventory			0	0	0	0	0
176	Per Footing 10'x10'-0" @ 14'x14'	102.00	cy	0	0	0	0	102.00
177	Per Footing 10'x10'-0" @ 14'x14'	201.00	cy	0	0	0	0	201.00
178	Plan 2'x2' @ Competition & International Pool	20.00	cy	0	0	0	0	20.00
179	Plan 2'x2' @ 14'x14'	11.00	cy	0	0	0	0	11.00
180	5' 100 #12 1200 Vapor barrier @ 8' of base	11,200.00	sf	0	0	0	0	11,200.00
181	Foot Equipment Room FR	1.00	sq	0	0	0	0	1.00
182	100 #12 @ Rebar Footing	11,200.00	sf	0	0	0	0	11,200.00
183	Rebar Per Plan	57.00	ea	0	0	0	0	57.00
<b>Zone 1 - Total</b>				<b>1.970</b>	<b>0</b>	<b>136.67</b>	<b>0</b>	<b>138.64</b>
<b>00000 Concrete - Total</b>				<b>1.970</b>	<b>0</b>	<b>136.67</b>	<b>0</b>	<b>138.64</b>

Section: 040000 Masonry

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
70	CMU Per Inventory			0	0	0	0	0
20	Interior CMU @ Locker Room	4392.00	sf	0	0	0	202.000	202.000
25	Interior CMU @ Restroom	11,992.00	sf	0	0	0	601.000	601.000
30	Interior CMU @ Pool Equipment Room	1,992.00	sf	0	0	0	91.000	91.000
35	Interior CMU @ Utility Room	2,224.00	sf	0	0	0	67.000	67.000
40	CMU Partitions - General 10'x10' Rebar and Single Wall Bonding	11,000.00	sf	0	0	0	101.000	101.000
75	Concrete Reinforced by Foot Caster			0	0	0	0	0
80	CMU Test Cell	1,000.00	sf	0	0	0	0	0

Section: 040000 Masonry

M.H. Construction Services, LLC  
 Representative of

Quantity

Section Details - Continuation  
 Capital Region Aquatics Center / Advanced Aquatics Center Extension  
 Estimate No: 20171  
 Revision Date: 08/2018

Line No	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
69	Adjust quantities and add for 10' / 12'	1.00	S					
	<b>Zone 1 - Total</b>							
	<b>040000 Masonry - Total</b>							

**Section: 051200 Structural Steel**

Line No	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
74	Structural Steel Beaming @ Insulated Slab Steel (11,825 SF)	21.00	CS					
75	Structural Steel Roof Framing @ Insulated Pool Shell (4,300 SF)	21.00	CS					
76	Structural Steel Roof Beaming @ Competition Pool Shell (2,200 SF)	191.50	CS					
77	Structural Steel Roof Framing @ Dive Well Shell (11,050 SF)	24.00	CS					
78	Steel Deck Supplemental Steel Framing for Deck @ Insulating Shell (7,200 SF)	11.00	CS					
79	Steel Support @ Roof Openings	26.00	CS					
80	Insulated Steel Deck @ Kitchen Decking	11,026.00	S					
81	Steel Decking - Roof Type B @ Insulating	7,000.00	S					
82	Steel Roof Decking - Access @ Competition Pool	23,880.00	S					
83	Steel Roof Decking - Access @ Dive Well	7,100.00	S					
84	Steel Roof Decking - Access @ Insulating Pool	4,000.00	S					
	<b>Zone 1 - Total</b>							
	<b>051200 Structural Steel - Total</b>							

**Section: 054000 Cold Formed Metal Framing**

Line No	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
85	Brake Wall Panel EP' Metal Stud / Deck Chair / OWH Bldg Insul Vapor Barrier	6,817.00	S					
	<b>Zone 1 - Total</b>							

Section 054000 Cold Formed Metal Framing

BSE Constructive Services, LLC  
Project Number: 07

07/000000

Capital Region Aquatics Center / Allentown Aquatics Center Renovation  
Estimate No: 2021 Estimate Date: 11/20/20

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>05400 Cold Formed Metal Framing - Total</b>								
				0	0	0	91,340	91,340

**Section: 055000 Misc Metals**

Zone 1		Subcontractor: 07							
35	Steel (galv) plate 1/2" thick, with rollings & loadings	Zone 1	16.00	sqm	0	0	0	1,800.00	1,800.00
36	Steel plate 1/2" thick, with rollings & loadings per Specification 777	Zone 1	31.00	sqm	0	0	0	0	0
37	Steel plate 1/2" thick, with rollings & loadings per Specification 777	Zone 1			0	0	0	0	0
40	Floor mounted ply ceiling, 1 layer	Zone 1	282.00	sq	0	0	0	237.00	237.00
45	Wall mounted ply ceiling	Zone 1	153.00	sq	0	0	0	12,975	13,128
55	Floor mounted ceiling Sprocket loading Per Specification 777	Zone 1	241.00	sq	0	0	0	0	0
70	Steel plate 1/2" thick, with rollings & loadings per Specification 777	Zone 1			0	0	0	0	0
80	Stainless steel angle	Zone 1	2.00	lb	0	0	0	201.60	201.60
90	Stainless steel plate cover	Zone 1	1.00	sq	0	0	0	730	730
100	Stainless steel	Zone 1	1.00	sq	0	0	0	2,000.00	2,000.00
105	Stainless steel plate cover	Zone 1			0	0	0	0	0
110	Stainless steel plate cover	Zone 1	2.00	sq	0	0	0	15,000	15,000
<b>Zone 1 - Total</b>									
<b>055000 Misc Metals - Total</b>									
				0	0	0	20,276	20,276	

**Section: 061000 Rough Carpentry**

Zone 1		Subcontractor: 07							
31	Rough Carpentry (Typical Office Building - No Insulation in Place)	Zone 1	26,700.00	sq	0	0	0	44,300	44,300
<b>Zone 1 - Total</b>									
<b>061000 Rough Carpentry - Total</b>									
				0	0	0	44,300	44,300	

**Section: 064000 Architectural Woodwork**

Zone 1		Subcontractor: 07							
34	Reception Desk	Zone 1	1.00	sq	0	0	0	11,000.00	11,000.00
35	Solid Surface Laundry Counter	Zone 1	210.00	sq	0	0	0	105,700	105,700
<b>Zone 1 - Total</b>									
				0	0	0	116,700	116,700	

**Section: 064000 Architectural Woodwork**

W/Overriden

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>064000 Architectural Woodwork - Total</b>				0	0	0	118,700	118,700

**Section: 071000 Waterproofing**

Zone 1		Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1
10	Waterproofing for elevator pits	1.00	sq	0	0	0	1,500.00	1,500.00
20	Waterproofing of pool approach	1.00	sq	0	0	0	21,000.00	21,000.00
<b>Zone 1 - Total</b>				0	0	0	22,500.00	22,500.00
<b>071000 Waterproofing - Total</b>				0	0	0	22,500.00	22,500.00

072000 Insulation  
Overridden to... 6  
See Distribution Below

**Section: 072000 Insulation**

Zone 1		Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1
<b>072000 Insulation - Total</b>				0	0	0	0	0
<b>072000 Insulation - Total</b>				0	0	0	0	0

**Overridden**

Zone 1 - Override Column (See 020000)

072000 Insulation - Total

**Section: 074000 Insulated Metal Wall Panel**

Zone 1		Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1
10	1/2" x 1/2" Insulated metal wall panel per square	10,577.00	sq	0	0	0	62,284.50	62,284.50
20	Trim-out	1,000.00	sq	0	0	0	6,000.00	6,000.00
<b>Zone 1 - Total</b>				0	0	0	68,284.50	68,284.50
<b>074000 Insulated Metal Wall Panel - Total</b>				0	0	0	68,284.50	68,284.50

**Section: 075000 Membrane Roofing**

Zone 1		Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1
10	Fully Adhesed 400 gsm, sloped metal deck without, seal coping, etc.	1,000.00	sq	0	0	0	1,211,875.00	1,211,875.00
<b>Zone 1 - Total</b>				0	0	0	1,211,875.00	1,211,875.00
<b>075000 Membrane Roofing - Total</b>				0	0	0	1,211,875.00	1,211,875.00

**Section: 079200 Joint Sealants**

Zone 1		Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1	Zone 1
10	Joint Sealants for building	10,000.00	lb	0	0	0	41,500.00	41,500.00
<b>Zone 1 - Total</b>				0	0	0	41,500.00	41,500.00

ALBERT

**Section: 079300 Joint Sealants**

BSE Construction Services, LLC  
Project Estimator of

or Duplicate

**Section Details - Continuous**

Capital Improvements Center / Advanced Aquatics Center Rehabilitation  
Estimate #1111  
Estimate Date 11/20/11

Line No.	Description	Quantity	Unit	Labo	Equip	Material	Sub	Total
<b>071200 Joint Sealants - Total</b>								
				0	0	0	45.75	45.75

**Section: 081100 Doors, Frames & Hardware**

Line No.	Description	Quantity	Unit	Labo	Equip	Material	Sub	Total
<b>Zone 1</b>								
10	Exterior Swing Doors -	21.00	ea	10.50	0	1,000.00	0	2,010.50
20	Insulated Interior Doors -	23.00	ea	11.50	0	51.00	0	1,000.50
30	Insulated Double Interior Doors -	2.00	ea	1.00	0	1,000.00	0	2,001.00
<b>Zone 1 - Total</b>								
				23.00	0	1,551.00	0	1,784.00
<b>081100 Doors, Frames &amp; Hardware - Total</b>								
				56.00	0	1,551.00	0	1,607.00

083000 Overhead & Ceiling Doors  
Overhead to... 0  
See Distribution Below

**Section: 083000 Overhead & Ceiling Doors**

Line No.	Description	Quantity	Unit	Labo	Equip	Material	Sub	Total
<b>Override</b>								
<b>- Total</b>								
<b>083000 Overhead &amp; Ceiling Doors - Total</b>								
				0	0	0	0	0
				0	0	0	0	0

**Section: 084000 Entrances & Curbside**

Line No.	Description	Quantity	Unit	Labo	Equip	Material	Sub	Total
<b>Zone 1</b>								
1	Alum. Curbside - Single	10.00	sq	0	0	0	10.00	10.00
50	Ext. Alum. Wooded (Kawneer 497) w/ Insulated & Low-E Glass	2,000.00	sq	0	0	0	100.00	190.00
70	Ext. Wooded Style Alum. Doors (Kawneer 190) w/ Insulated Glass	2.00	ea	0	0	0	2,000.00	2,002.00
80	DRP door & frame, composite	1.00	ea	0	0	0	4,000.00	4,001.00
90	Ext. Alum. Wooded (Kawneer 497) w/ Insulated Glass	1,200.00	sq	0	0	0	70.00	70.00
95	Ext. Wooded Style Alum. Doors (Kawneer 190) w/ Insulated Glass	2.00	ea	0	0	0	77.00	79.00
99	- Add for electric call power speaker - low voltage with gnd	1.00	ea	0	0	0	1,000.00	1,000.00

**Section: 084000 Entrances & Curbside**

**Section Details - Continues**

JBL Construction Services, LLC  
Project Reference #

Capital Region Aquatics Center / Administrative Aquatics Center Renovation  
Project Ref: 2011  
Estimate Date: 07/2012

Item #	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
185	8'-0" x 8' Metal Revolving Entry Door	1.00	ea	0	0	0	198,000	198,000
190	Interior Aluminum Sliding Door w/ Pane	0.00	ea	0	0	0	0	0
<b>Zone 1 - Total</b>				0	0	0	198,000	198,000
<b>004000 Entrances &amp; Curtinmet - Total</b>				0	0	0	198,000	198,000

**Section: 080000 Glass & Glazing**

Item #	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
1	Large wall glass	100.00	sq ft	0	0	0	15,000	15,000
25	Thin Glass Light Ceiling	100.00	sq ft	0	0	0	1,000	1,000
<b>Zone 1 - Total</b>				0	0	0	16,000	16,000
<b>080000 Glass &amp; Glazing - Total</b>				0	0	0	16,000	16,000

**Section: 092000 Framing & Drywall**

Item #	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	CSW Wall / Partition (1/2" Gypsum)	1,000.00	sq ft	0	0	0	10,000	10,000
30	Partition - Gypsum Non-Foam CSW Partition w/ 1/2" Gypsum	1,000.00	sq ft	0	0	0	10,000	10,000
40	Partition - Gypsum Non-Foam CSW Wall	1,000.00	sq ft	0	0	0	10,000	10,000
<b>Zone 1 - Total</b>				0	0	0	30,000	30,000
<b>092000 Framing &amp; Drywall - Total</b>				0	0	0	30,000	30,000

**Section: 093000 Tile**

Item #	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Ceramic Floor Tile - 12x12	1,000.00	sq ft	0	0	0	10,000	10,000
20	12x12 Ceramic Floor Tile	1,000.00	sq ft	0	0	0	10,000	10,000
30	Ceramic Wall Tile (12x12)	1,000.00	sq ft	0	0	0	10,000	10,000
40	Ceramic Wall Tile (12x12)	1,000.00	sq ft	0	0	0	10,000	10,000
<b>Zone 1 - Total</b>				0	0	0	40,000	40,000
<b>093000 Tile - Total</b>				0	0	0	40,000	40,000

**Section: 095000 Acoustical Ceilings**

Item #	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
<b>Section: 095000 Acoustical Ceilings</b>								

**Section Details - Continuation**

HSL Construction Services, LLC  
Project Director: dl

in Dollars

Capital Region Aquatics Center / Allentown Aquatics Center Refurbish  
Estimate No: 20177 School Date: 10/2018

Line No	Description	Quantity	Unit	Labor	Eqty	Material	Sub	Total
5	202 ACT	71,000.00	sf	7			120,000	71,000
		Zone 1						
22	202 ACT per Summary 202	10,000.00	sf	7			1	0
		Zone 1						
<b>Zone 1 - Total</b>							120,000	71,000
<b>091000 Acoustical Ceiling - Total</b>							120,000	71,000

**Section: 095400 Acoustical Wall Panels & Insul**

Line No	Description	Quantity	Unit	Labor	Eqty	Material	Sub	Total
16	Acoustical Wall Panels - Allowance	100,000.00	sf			100,000	100,000	100,000
		Zone 1						
<b>Zone 1 - Total</b>						100,000	100,000	100,000
<b>095400 Acoustical Wall Panels &amp; Insul - Total</b>						100,000	100,000	100,000

**Section: 096000 Resilient Flooring & Carpet**

Line No	Description	Quantity	Unit	Labor	Eqty	Material	Sub	Total
19	Carpet - Office/Classroom/Adm/Work Product/Vide Review	11,000.00	sf	7			22,000	11,000
		Zone 1						
20	LVT - Lobby/Classroom/Conference/Classroom	6,000.00	sf	7			7,000	6,000
		Zone 1						
21	Rubber Mats	1,000.00	sf	7			1,000	1,000
		Zone 1						
<b>Zone 1 - Total</b>							11,000	11,000
<b>096000 Resilient Flooring &amp; Carpet - Total</b>							11,000	11,000

**Section: 096700 Floor Coatings**

Line No	Description	Quantity	Unit	Labor	Eqty	Material	Sub	Total
18	Fluid Applied Epoxy Flooring	200,000.00	sf	7			200,000	200,000
		Zone 1						
23	Epoxy Resin	1,000.00	sf				2,000	1,000
		Zone 1						
<b>Zone 1 - Total</b>							202,000	201,000
<b>096700 Floor Coatings - Total</b>							202,000	201,000

**Section: 099000 Paint & Wall Covering**

Line No	Description	Quantity	Unit	Labor	Eqty	Material	Sub	Total
30	Paint Interior Exposed Ceiling	20,000.00	sf	7			70,000	20,000
		Zone 1						
31	Paint Interior Doors and Frames	10,000.00	sf				10,000	10,000
		Zone 1						
32	Paint Interior G/Wall Walls - 90% Epoxy	10,000.00	sf				140,000	10,000
		Zone 1						

**Section: 099000 Paint & Wall Covering**



Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
60	Paint Interior Masonry Walls - 50% Dryng	21,000.00	Sq Ft	0	0	0	140,100	140,100
62	Grind Concrete (For Epoxy/Sealer, Leaking Duct, East Mechanical Room)	1,800.00	Sq Ft	0	0	0	1,700	1,700
70	Paint Interior Masonry Walls	7,000.00	Sq Ft	0	0	0	28,000	28,000
<b>Zone 1 - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>169,800</b>	<b>169,800</b>
<b>009000 Paint &amp; Wall Covering - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>169,800</b>	<b>169,800</b>

**Section: 100000 Specialties**

Subtotal of								
<b>- Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>100000 Specialties - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Section: 101100 Marker/Display Boards**

Subtotal of								
70	Marker/Display Board Allowance	1.00	Sq Ft	0	0	0	10,000	10,000
<b>Zone 1 - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>10,000</b>
<b>101100 Marker/Display Boards - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>10,000</b>

**Section: 101400 Signage**

Subtotal of								
70	Interior Signage - Allowance	1.00	Sq Ft	0	0	0	10,000.00	10,000.00
80	Exterior Signage - Allowance	1.00	Sq Ft	0	0	0	40,000.00	40,000.00
<b>Zone 1 - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>
<b>101400 Signage - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>50,000</b>

**Section: 102115 Toilet Compartments**

Subtotal of								
70	Toilet partition, plastic	25.00	Sq Ft	0	0	0	1,000.00	1,000.00
80	Urinal screen, plastic	5.00	Sq Ft	0	0	0	250.00	250.00
<b>Zone 1 - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>1,250</b>	<b>1,250</b>
<b>102115 Toilet Compartments - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>1,250</b>	<b>1,250</b>

**Section: 102600 Wall Protection FRP**

Subtotal of								
<b>Zone 1</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>102600 Wall Protection FRP</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
28	FRP grade of tiles (100") @ FC	200.00	sq	0	0	0	1,400	1,400
<b>Zone 1 - Total</b>				0	0	0	1,400	1,400
<b>102000 Wall Protective FRP - Total</b>				0	0	0	1,400	1,400

**Section: 103000 Toilet & Bath Accessories**

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
29	Men/Women Toilet Room Locker	2.00	ea	0	0	0	1,000.00	1,000.00
30	Men/Women Instructional Locker	2.00	ea	0	0	0	1,000.00	1,000.00
31	Men/Women Chair	2.00	ea	0	0	0	400.00	400.00
32	Embroidery/Printing Signage	4.00	ea	0	0	0	1,000.00	1,000.00
<b>Zone 1 - Total</b>				0	0	0	2,400.00	2,400.00
<b>103000 Toilet &amp; Bath Accessories - Total</b>				0	0	0	2,400.00	2,400.00

**Section: 105100 Lockers**

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
33	Lockers, 18"x24" FRP - 7' High Top, 1/2" Lock, No Slips Top	12.00	ea	12,000	0	114,000	0	126,000
<b>Zone 1 - Total</b>				12,000	0	114,000	0	126,000
<b>105100 Lockers - Total</b>				12,000	0	114,000	0	126,000

111913 Loading Dock Equipment  
Override to... 0  
See Distribution Below

**Section: 111913 Loading Dock Equipment**

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Override</b>								
<b>Zone 1 - Override Column (Material)</b>				0	0	0	0	0
<b>111913 Loading Dock Equipment - Total</b>				0	0	0	0	0

116643 Scoreboard/Timing System  
Override to... 0  
See Distribution Below

**Section: 116643 Scoreboard/Timing System**

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
34	Electr Score Board/Altimeter	2.00	Panel	0	0	0	21,000.00	21,000.00
<b>Zone 1 - Total</b>				0	0	0	21,000.00	21,000.00

Additional

**Section: 116643 Scoreboard/Timing System**

**Section Details - Continuation**

BAL Construction Services, LLC  
Project Location: 00

Capital Bay: Aquatics Center / Admirals Aquatics Center Extension  
Release No: 2019 Release Date: 9/20/2019

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>116603 Scoreboard/Timing System - Total</b>								
								55,700
Zone 1 - Overall Estimate (see 1161190)								0
<b>116603 Scoreboard/Timing System - Total</b>								55,700

**Section: 124800 Floor Mats & Frames**

Zone 1		Subtotal Estimate of						
10	Min. Required Floor Mat - Per Rectangular	251.00	EA	0	0	0	0	251.00
<b>Zone 1 - Total</b>								251.00
<b>124800 Floor Mats &amp; Frames - Total</b>								251.00

**Section: 131110 Swimming Pool Structure**

Zone 1		Subtotal Estimate of						
10	Pool Columns	0		0	0	0	0	0
20	Competition Pool (18,125 SF)	65.00	SF	0	0	0	0	1,170,000
30	Recreational Pool (210,000 SF)	170.00	SF	0	0	0	0	1,890,000
40	Deep Well Pans (4,412 SF)	21.00	SF	0	0	0	0	1,200,000
50	TM Spacing Beams - Pool Walkways	22.00	LF	0	0	0	0	22,000
60	TM Spacing Beams - Pool Walkways	12.00	LF	0	0	0	0	48,000
70	Mechanical Rooms	1,000.00	SF	0	0	0	0	1,000,000
80	Recreo Deck	40.00	SF	0	0	0	0	40,000
90		0		0	0	0	0	0
100	Pool Walk - Floor	0		0	0	0	0	0
110	Pool Winter Pools (Less structure and tanks)	21,000.00	SF	0	0	0	0	600,000
120	ADA Ramp (70x645x21 Feet 000 sq ft)	0		0	0	0	0	0
<b>Zone 1 - Total</b>								2,300,000
<b>131110 Swimming Pool Structure - Total</b>								2,300,000

**Section: 191113 Swimming Pools**

Zone 1		Subtotal Estimate of						
10	Pool Mechanical Room (2000 SF)	0		0	0	0	0	0
20	Pool Mechanical System - Control (2 Pools)	1.00	EA	0	0	0	0	1,200,000
30		0		0	0	0	0	0
<b>Zone 1 - Total</b>								1,200,000

**Section: 191115 Swimming Pools**

Section Details - Continuation

BML Construction Services, LLC  
Project Reference: 05

Capital Region Aquatics Center / Allbrook Aquatics Center Renovation  
Reference: 000  
Contract Date: 06/2022

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
46	040 Competition Pool (13,338 SF) ***	Zone 1	sf	0	0	0	0	0
50	Stainless Steel Poolwater Exhaustion System	Zone 1	sq	0	0	0	18,000.00	18,000.00
60	Moveable Rollbank (Two 25L x 5W x 4-6D)	Zone 1	sq	0	0	0	87,000.00	87,000.00
70	Deck Equipment (Pool goods, stained steps, sandstone)	Zone 1	sq	0	0	0	40,000.00	40,000.00
80	Competition Equipment (Starting Platform, Lane Lines)	Zone 1	sq	0	0	0	30,000.00	30,000.00
90	Timing System with LED Display Boards	Zone 1	sq	0	0	0	20,000.00	20,000.00
100	Access Lids	Zone 1	sq	0	0	0	24,000.00	24,000.00
110		Zone 1		0	0	0	0	0
120	040 Lane Wall Pool (442 SF) ***	Zone 1	sf	0	0	0	0	0
130	Stainless Steel Poolwater Exhaustion System	Zone 1	sq	0	0	0	18,000.00	18,000.00
140	Timing Boards and Platform Flooring	Zone 1	sq	0	0	0	10,000.00	10,000.00
150	Turner Roll Goods	Zone 1	sq	0	0	0	110,000.00	110,000.00
160	Deck Equipment (Pool goods, stained steps, sandstone)	Zone 1	sq	0	0	0	40,000.00	40,000.00
170	TRAVIS Spring Boards	Zone 1	sq	0	0	0	20,000.00	20,000.00
180	Access Lids	Zone 1	sq	0	0	0	24,000.00	24,000.00
190		Zone 1		0	0	0	0	0
200	040 Instructional Pool (3,530 SF) ***	Zone 1	sf	0	0	0	0	0
210	Stainless Steel Poolwater Exhaustion System	Zone 1	sq	0	0	0	18,000.00	18,000.00
220	Deck Equipment (Pool goods, stained steps, sandstone)	Zone 1	sq	0	0	0	40,000.00	40,000.00
230	Access Lids	Zone 1	sq	0	0	0	24,000.00	24,000.00
240		Zone 1		0	0	0	0	0
250	040 Design/Proc Work	Zone 1	sq	0	0	0	0	0
260	ADG Planning, Architecture, & Engineering	Zone 1	sq	0	0	0	100,000.00	100,000.00
270	ADG Pool Construction	Zone 1	sq	0	0	0	20,000.00	20,000.00
280	FF&E Allowance (Mechanical & Safety Equip, Clearcuts, Life Guard Chairs)	Zone 1	sq	0	0	0	75,000.00	75,000.00

Amount:

Section 13113 Swimming Pools

BBB Construction Services, LLC  
Project Estimator: [Name] or Overridden

Section Details - Construction  
Capital Region Aquatics Center / Advanced Aquatics Center Restroom  
Estimate No. 2121 Estimate Date: 12/20/21

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1 - Total</b>								
131118	Retaining Walls - Total			0	0	0	4,420.00	4,420.00
109155	10M Diving Platform			0	0	0	4,420.00	4,420.00

109155 10M Diving Platform  
Overridden to... 1,500,000  
See Distribution Below

**Section: 131115 10M Diving Platform**

**Overridden**

131115	10M Diving Platform - Total			0	0	0	1,500,000	1,500,000
<b>Zone 1 - Overridden (All Items)</b>								
							1,500,000	1,500,000
							1,500,000	1,500,000

**Section: 133416 Gravel/Grass / Bleachers**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
19	Gravel/Grass Bleaching	1,500.00	SqYd					
20	Gravel/Grass Bleaching (Asphalt Underlayment)	200.00	SqYd					
<b>Zone 1 - Total</b>								
133416	Gravel/Grass / Bleachers - Total			0	0	0	315,000	315,000

**Section: 142100 Elevators**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Elevator 1000 Lbs. Capacity - 2000 Sq. Ft. Blk	200	SqYd					
<b>Zone 1 - Total</b>								
142100	Elevators - Total			0	0	0	120,000	120,000

**Section: 210000 FIRE PROTECTION**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Fire Protection (Wet System) - MPPA 25	1000.00	SqYd					
<b>Zone 1 - Total</b>								
210000	FIRE PROTECTION - Total			0	0	0	315,000	315,000

**Section: 220000 PLUMBING**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Plumbing construction	1.00	Sq					
30	Roof to First Mechanical	1.00	Sq					
<b>Zone 1</b>								
							25,000.00	25,000.00
							25,000.00	25,000.00
							25,000.00	25,000.00

**Section: 220000 PLUMBING**

**Section Details - Construction**

ABE Construction Services, LLC  
Department of

W/Overalls

Capital Region Aquatics Center / Allendale Aquatics Center Addition  
Volume 2/2/1  
Bid Item 002000

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
48	Hospitality Rough-In	1.00	ls	0	0	0	10,000.00	10,000.00
49	Plumbing Fixtures	110.00	ea	0	0	0	4,000.00	4,400.00
53	Floor Drains	31.00	ea	0	0	0	1,000.00	1,000.00
56	Trunk Drains - Foot Drain Area	1,900.00	lf	0	0	0	100.00	2,000.00
66	Flow Valve	12.00	ea	0	0	0	1,000.00	1,200.00
71	1/2" Lead Galvalume Schedules	400	ea	0	0	0	2,000.00	2,400.00
81	Roof Drain	12.00	ea	0	0	0	1,000.00	1,200.00
82	Overhead Rain/Drain	22.00	ea	0	0	0	4,000.00	4,220.00
115	Blower Pump	1.00	ea	0	0	0	2,000.00	2,000.00
120	Gas Piping	10,000.00	sf	0	0	0	1.00	10,001.00
<b>Zone 1 - Total</b>				0	0	0	1,200.00	1,200.00
<b>120000 PLUMBING - Total</b>				0	0	0	1,200.00	1,200.00

**Section: 230000 HVAC**

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
19	HVAC - Gas Fired RTU's "VAV" system with coil & plastic riser	1,000.00	sf	0	0	0	75.00	75.00
20	Ductwork Installation System	Zone 1		0	0	0	0	0
<b>Zone 1 - Total</b>				0	0	0	75.00	75.00
<b>230000 HVAC - Total</b>				0	0	0	75.00	75.00

**Section: 260000 ELECTRICAL**

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
1	Panel - 400 Amp Building office building	10,000.00	sf	0	0	0	2,000.00	2,000.00
2	In-Room Building Electrical Panel in Main Electric Room - Adapted Size	Zone 1		0	0	0	0	0
35	New Electrical Distribution for Main Electrical Room to Panels & Equipment	Zone 1		0	0	0	0	0
36	Overhead Level Lighting - Recessed	Zone 1		0	0	0	0	0
<b>Zone 1 - Total</b>				0	0	0	2,000.00	2,000.00
<b>260000 ELECTRICAL - Total</b>				0	0	0	2,000.00	2,000.00

**Section: 272123 AV/Network Wiring**

Amount

**Section: 272123 AV/Network Wiring**

S&L Construction Services, LLC  
Project Number: 01

or Available

Section Details - Continuation

Capital Region Aquatics Center / Allentown Aquatics Center Renovation  
January 2017

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
14	Totem Wiring	15,225	LF				25	375
<b>Zone 1 - Total</b>				0	0	0	40,700	40,700
<b>272129 AV7 Network Wiring - Total</b>				0	0	0	40,700	40,700

Section: 273116 Public Address System

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
15	Public Address System Allowance	147	EA				71,000	71,000
<b>Zone 1 - Total</b>				0	0	0	71,000	71,000
<b>273116 Public Address System - Total</b>				0	0	0	71,000	71,000

Section: 283123 Fire Alarm System

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
16	Public Address Fire Alarm System	1,000	EA				121,250	121,250
<b>Zone 1 - Total</b>				0	0	0	121,250	121,250
<b>283123 Fire Alarm System - Total</b>				0	0	0	121,250	121,250

Section: 312300 Earthwork

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
17	Excavate/Dispose for Competition Pool	2,275.00	CY				31.25	70.25
18	Excavate/Dispose for Drive Wall Pool	3,325.00	CY				101.100	229.100
19	Excavate/Dispose for Instructional Pool	1,165.00	CY				31.60	100.200
20	Excavate/Dispose for Fire Pooling @ Competition/Instructonal Pool	487.00	CY				21.00	50.00
21	Excavate/Dispose for Fire Pooling @ Drive Wall	800.00	CY				16.00	50.00
22	Backfill @ Competition Pool w/ Impact	1,710.00	CY				26.400	28.400
23	Backfill @ Drive Wall w/ Impact	1,347.00	CY				16.000	21.000
24	Backfill @ Instructional Pool w/ Impact	600.00	CY				21.000	21.000
<b>Zone 1 - Total</b>				0	0	0	211,000	211,000
<b>312300 Earthwork - Total</b>				0	0	0	211,000	211,000

Section: 312300 Earthwork





**Section Details - Continuation**

CONCRETE SERVICE, LLC  
Project: 2019-001

Capital Region Aquatics Center / Affordable Aquatics Center Rehabilitation  
Estimate No: 2019  
Revision: 01/20/20

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>322216 Paving &amp; Surfacing - Total</b>								
								0
								0
								0

**Section: 321600 Site Concrete & Curbs**

**Zone 1**

W	Description	Quantity	Unit	Estimate	Subtotal
	<b>Zone 1 - Total</b>			0	0
	<b>321600 Site Concrete &amp; Curbs - Total</b>			0	0

Amount:

**Section: 321600 Site Concrete & Curbs**

# EXHIBIT B

This is a **FINAL VERSION** of your submission for the NY SWIMS RFI. This is what New York State & DASNY will review. Your responses are shown as of 3/12/2024 10:51:05 AM EST.

Final package was submitted by Geoffrey Hall on 3/12/2024.

## NARRATIVE RESPONSES

**Question 1 | Are you interested in constructing a new pool facility in your community?**

- If so, have you developed an estimate for the capital construction work? If yes, what is the estimated cost? (Estimates should reflect permanently installed features to improve accessibility for individuals with disabilities, necessary facilities or amenities related to pool activities, operations and safety).
- If so, would a new pool facility be an outdoor seasonal facility or indoor year-round facility?
- If so, would a new pool facility be constructed within a natural waterbody? Please describe.
- If you are not interested in constructing a pool facility, what are the reason(s) why not?

Governor Hochul should be commended for recognizing, and for bringing attention to, the fact that drowning is the leading cause of death for children ages 1-4 and that climate change will increase extreme heat events. Schenectady County shares these concerns and has been working in partnership with SUNY Schenectady County Community College and the Capital Region Aquatic Center in an effort to construct a new pool facility to address the same goals as the NY SWIMS initiative. A matching grant from the NY SWIMS initiative would be critical to bringing this project to fruition. Under the model we propose, the Capital Region Aquatic Center would operate the facility, which will be an indoor year-round aquatic center. It will not be constructed within a natural waterbody. The large-scale facility will serve as a community resource and gathering place where aquatic activities will be available to residents of Schenectady County and the Capital Region, including SUNY Schenectady students-faculty. The goals of the project are to prevent drownings, improve community health and wellbeing, and provide a center for competition. Reduce Drowning Deaths: Programming will teach swimming life skills that will reduce drowning deaths, especially among high-risk populations. Half of the U.S. population do not know how to swim and children in disadvantaged areas ages 5-14 are 3x more likely to drown than other children of the same age. This project will help to mitigate the marginalization of children in disadvantaged neighborhoods by providing universal access to water skills that are pivotal to saving lives of children while advancing their physical and social development. Community Health: The CDC has noted that swimming decreases the risk of chronic illness, has a positive impact on mental - physical health, and is a lifelong activity. This facility will make aquatic activities accessible to all ages, abilities, and socio-economic backgrounds. It will have at least one therapy pool to allow people to feel in a safe, aquatic environment. Partnerships with organizations that serve children, seniors, vets and people with disabilities will result in programming that will increase physical activity and improve the wellbeing of the community. Provide a Center for Competition: The facility will host large-scale regional and national aquatic events. There is no other facility in the northeast that can accommodate these events. The leading aquatics consultant in the US conducted a market and feasibility study which determined the need for this facility in the northeast and identified Schenectady as a viable market to host these events. The Aquatic Center will be a tourism driver and will foster economic growth. Events at the facility are expected to bring more than \$9.4 million to the Region's economy annually. More than 100,000 athletes and spectators who attend events each year will purchase meals, accommodation, and services during their visits. The Aquatic Center will create new jobs and provide youth with opportunities to learn about related careers. The facility will be accessible from downtown Schenectady and surrounding neighborhoods, including several of the city's neighborhoods inhabited by populations with higher rates of poverty and negative health outcomes. The center will serve as a community space where residents can gather for activities and events that build positive relationships and encourage health and wellness through physical activity. The Aquatic Center has consulted with local and national experts and leadership at similar facilities to inform its plan, and has consulted architects, engineers, and general contractors to develop estimates for both construction and operation. Using this information, the Aquatic Center estimates that the cost of construction will be approximately \$41 million and once fully operational, the organization will have an annual operating budget of just under \$2.9 million. The facility's benefits align with community education and access to higher education. The facility will supplement existing training resources for first responders, offering year-round indoor training beyond the current training only possible during the summer. And as a key partner, SUNY Schenectady will be reviewing its academic offerings to enhance its educational offerings, internship possibilities, and the ways in which this facility can support the College's mission to provide access to higher.

**Question 2 | Do you currently have an existing pool facility that requires redevelopment to be functional?**

- If so, please describe the work necessary to make the pool operational and an approximate cost.
- If so, would the renovated pool facility operate seasonally or year-round?
- If so, how many individuals does your facility serve?
- If so, how will the renovated facility provide accessibility to individuals with disabilities?

2/12/24, 1:35 PM

Response

No, Schenectady County and its partners do not have an existing pool facility that requires redevelopment to be functional.

**Question 3 | Do you currently have an operational pool facility and wish to increase capacity, which may include enclosing the pool, to serve more people?**

a. If so, please describe the work necessary to achieve your goals, an approximate cost, and anticipated increase in capacity.

No, Schenectady County and its partners do not have an operational pool facility.

**Question 4 | If you already have an operational pool facility, describe the annual maintenance and operational costs for the pool facility and the source of the funding for ongoing operations and maintenance.**

Schenectady County and its partners do not have an operational pool facility.

**Question 5 | If you do not currently have an operational pool facility but are interested in constructing one, please describe your plan to fund ongoing staffing, operations and maintenance once the facility is constructed.**

The limitation of this project is rooted in the fact that it will be a year-round multi-use facility that will meet several community needs through a diverse array of activities. This also positions it well to access various sources of revenue. Capital Region Aquatic Center will operate the facility, which will be owned by Schenectady County. Any future profits above the expenses derived from the operation of the facility will be dedicated to the future capital needs within the building and property. SUNY Schenectady will remain a key partner as the facility becomes operational. Capital Region Aquatic Center is a 501(c)(3) nonprofit organization with a growing presence in the region. The organization's anticipated operating budget includes revenue in the form of day passes and memberships, fees for swimming lessons, as well as rental fees paid by competitive aquatic teams and related events. Rental fees paid by community organizations, such as the YMCA, and Boys and Girls Club, who will use the center for their own programming and health care providers who will provide aquatic therapy, is another form of revenue. Large scale competitive aquatic events will bring revenue from regional and national organizations, corporate sponsorships, and a preferred hotel program. The organization already has preliminary commitments from 10 regional and national organizations interested in using the center, including USA Swim Clubs, Adirondack Swimming District, and Special Olympics. Ancillary services in the form of concession sales, pro shop rentals, and dry space rentals round out expected revenue sources. Additional opportunities for revenue will come from Capital Region Aquatic Center's partnerships with Schenectady County and SUNY Schenectady. These partnerships will expand the use of the facility to potentially include additional sources of revenue.

**Question 6 | Describe your plan for staffing the public swimming facility including, but not limited to, lifeguards and swim instructors.**

Capital Region Aquatic Center's plan for operations includes several full-time and part-time positions in its operations. Operations will be led by an Aquatics Executive Director, with an Assistant to the Director who will be responsible for human resources and development. Other administrative staff will include a bookkeeper/office manager and a facility/events manager and maintenance staff. Three managers will oversee various facets of daily activities, including lifeguarding and safety, and instruction. Part-time lifeguards and instructors will report to these managers. Front desk staff and a part-time concessionaire round out the staffing plan. The last two months of construction will include a commissioning period for the building, during which staff will need to be on-hand to learn about mechanical systems for the building and pools. Additionally, certain key staff will be involved in the pre-planning for the programs and operation of the facility. Schenectady County has recently invested ARRA funding into the sale of the Duaneburg YMCA to a private investment group. Part of the public benefits agreement given to the county is the provision to hold lifeguard training for regional partners. During the construction phase of the Capital Region Aquatic Center building, lifeguards can be trained while construction is happening at the Duaneburg site. That means on day one of the Capital Region Aquatic Center opening lifeguards will be available to work.

**Question 7 | Do you charge (or plan to charge) a fee to swim? For swim lessons? For use of lockers? Any other use fees, including parking fees or park access fees?**

Capital Region Aquatic Center plans to charge fees to swim in the form of day passes and memberships. It will also charge fees for swim lessons and dry space rental. However, to remain accessible to all community residents, the organization plans to offer free and reduced cost access to the facility and will partner with businesses, other organizations, and philanthropists who are interested in covering costs for swim lessons and other aquatic activities for residents who are from low-income households or are representative of underserved populations. The organization does not plan to charge parking fees.

**Question 8 | Is your existing or planned swimming facility accessible by public transportation?**

Yes, the CDTA Gateway Mobility Hub is just steps away from the proposed Capital Region Aquatic Center site. It is a first-of-its-kind transit-specific focus area that will accommodate up to 10 transit routes that traverse the entire Capital District, including CDTA's Red Line BRT, a parked Car Share on site, and CDPHP bicycles. CDTA's transportation opportunities provide direct connections to Albany, Saratoga and Troy. The facility will also be supported by CDTA's Universal Access program ensuring rider mobility throughout the region.

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Response

In anticipation of increased demand for students and the local residents who wish to take swim lessons and participate in aquatic, as well as residents who will become employees at and help operate the facility.

**Question 9 | Do you or do you plan to require membership for individuals to access your swimming facility?**

Memberships will be available but not required. Day passes will also be available. Scholarships and reduced cost memberships and day passes will be available to community members who are from low-income households or who are representative of underserved populations.

**Question 10 | Would you be open to allowing all members of the public to utilize your swimming facility?**

- a. If so, please detail the estimated cost structure to broaden access to the public, or subsidy required to provide access free of charge.

This partnership between Schenectady County, Capital Region Aquatic Center, and SUNY Schenectady endeavors to create a facility that will be a community resource and gathering space where all members of the community can access activities which reduce drowning and increase health and wellbeing. Capital Region Aquatic Center is developing a model that encourages community-wide use of its facility, especially targeting those populations who are least likely to have swimming skills, opportunities for regular exercise, and access to positive social activities. These populations include residents of disadvantaged neighborhoods who are less likely to have swimming skills and more likely to experience health conditions that can be mitigated by regular exercise, as well as people who are differently abled, such as children with Autism and veterans with disabilities, who are often left out of opportunities for physical activity. The Aquatic Center has already identified several local businesses and philanthropists who want to cover the costs of subsidies that will provide free or reduced-cost access to the facility.

**Question 11 | If the State were to offer a matching grant program to assist with the capital costs of constructing and/or renovating a pool facility, would you be interested in applying?**

- a. Why or why not?  
b. How much of a local match share would you consider to be reasonable? Please provide as a percentage.  
c. Describe the costs that you would pay for using grant funding.

Yes, Schenectady County and its partners would apply for a matching grant program offered by the State to cover a portion of the capital costs to build its facility. Though Capital Region Aquatic Center has already raised more than half of the \$41 million required for construction, comprised of public grants, private donations, and state and local funding, the partners will need additional funding to break ground on the project. A NY SWIMS grant from the State would close the gap and allow the partners to build its facility. A local match share of 60% would be reasonable.

**Question 12 | Have you evaluated whether any additional permits are required to operate a temporary or permanent facility? Please describe.**

Yes, the partnership has identified that permits from the State and local government are required to operate a permanent facility. This includes a Pool Operator Certificate from the NYS Department of Health.

**Question 13 | Do you have interest in procuring, operating and maintaining a temporary, movable, or "pop-up" pool facility in your community?**

- a. If so, please describe the temporary pool facility, including ancillary physical assets to ensure health and safety.  
b. If so, would you charge a fee to swim or any other fees?

Schenectady County, SUNY Schenectady, and Capital Region Aquatic Center are not interested in procuring, operating, and maintaining a temporary, movable, or "pop-up" pool facility.

**Question 14 | Do you now or do you intend to partner with other groups to operate or maintain a pool facility?**

Schenectady County, in partnership with SUNY Schenectady and Capital Region Aquatic Center, plans to construct a new pool facility on land owned by the County in trust for SUNY Schenectady. Capital Region Aquatic Center will operate the completed facility and develop partnerships with other entities to help with operations and maintenance of the facility. It has already identified local businesses and philanthropists who will fund various aspects of operations, such as free and reduced-cost swimming lessons and access to the pool.

**Question 15 | Do you now or do you intend to operate learn-to-swim programs at a pool facility?**

Capital Region Aquatic Center's mission includes goals to reduce drowning deaths and increase community health. Therefore, it absolutely intends to operate learn-to-swim programs for both children and adults at its pool facility. Partnerships with local schools and a plan for subsidized swim lessons will allow the Aquatic Center to teach 1,200 children to swim each year, including those who can't afford the cost of swim lessons. The organization will leverage existing resources to fund subsidized swimming lessons, such as USA

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Response

Swimming's "Make a Splash" program which provides swimming lessons to children, and US Masters Swimming's learn-to-swim initiatives for adults. It will also partner with local businesses and philanthropists to raise funds that will cover subsidies for swim lessons.

# EXHIBIT C

Central English-Speaking Country





**SCHENECTADY COUNTY'S RESOLUTION**



**RESOLUTION 108-24**

*Sponsored by the Committee on Rules:*

**A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A PRELIMINARY AGREEMENT WITH SUNY SCHENECTADY AND ADIRONDACK AQUATIC CENTER FOR THE CONSTRUCTION AND OPERATION OF AN AQUATIC CENTER**

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

**WHEREAS**, the County Attorney by memorandum dated May 9, 2024 recommends that Schenectady County enter into a preliminary agreement with SUNY Schenectady and Adirondack Aquatic Center (a not-for profit corporation) regarding the operation and construction of an Aquatic Center on land owned by Schenectady County; and

**WHEREAS**, the County Attorney advises that the proposed Aquatic Center will be 80,000+/- square feet that will be constructed on County-owned land that is adjacent to SUNY Schenectady; and

**WHEREAS**, the County Attorney further advises that the most recent estimate for the construction of the Aquatic Center is \$41,731,551.00; and

**WHEREAS**, the County Attorney further advises that there are three primary sources for funding of this project:

1. The State University of New York provides fifty percent (50%) of funding of the cost of SUNY Schenectady construction projects;
2. The Adirondack Aquatic Center has raised \$21.5 million for this project; and

3. Schenectady County will provide \$5 million, and any other additional funds necessary for the final fifty percent match; and

**WHEREAS**, the County Attorney further advises that the County will be responsible for the construction of the Aquatic Center, including all phases of design architecture and engineering after consultation and agreement with SUNY Schenectady and the Adirondack Aquatic Center; and

**WHEREAS**, the County Attorney further advises that upon completion of construction of the Aquatic Center the County will own the facility in trust for SUNY Schenectady; and

**WHEREAS**, the County Attorney further advises that the Aquatic Center will be operated by SUNY Schenectady; and

**WHEREAS**, the County Attorney further advises that a newly created Aquatic Center Oversight Advisory Board comprised of seven members will make recommendations for the operation of the Aquatic Center; and

**WHEREAS**, the County Manager by memorandum dated May 10, 2024 recommends that Schenectady County enter into the aforesaid Preliminary Agreement for the operation and construction of an Aquatic Center on land owned by Schenectady County; now, therefore be it

**RESOLVED**, that the County Manager be and he hereby is authorized, after approval of the County Attorney as to form and content, to negotiate and to execute a Preliminary Agreement with SUNY Schenectady and Adirondack Aquatic Center consistent with the provisions of this Resolution.

*5/14/2024: Reported from the Committee on Rules (R31)*  
*5/14/2024: Adopted by the County Legislature*

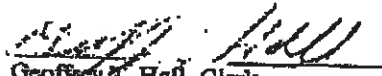
Ayes: 10.9813 (Constantine, Fields, Gatta, Hess, Hughes, Jasenski, Ostrellich,  
Patierno, Pratt, Samuel, Vellano)  
Nays: 0.9112 (Cuomo)  
Absent: 2.0530 (Prisoni, Ruzzo)  
Abstain: 0.0000  
Excused: 1.0545 (McGill)

**Resolution 108-24**

STATE OF NEW YORK }  
County Legislature }  
County of Schenectady }

I have compared the preceding copy with the original resolution adopted by the Schenectady County Legislature at a meeting held May 14, 2024 on file in this office, and I do HEREBY CERTIFY the same to be a correct transcript there from in the whole of the original.

WITNESS my hand and the seal of the Schenectady County Legislature at the City of Schenectady this 15th day of May, Two Thousand Twenty-Four.

  
Geoffrey T. Hall, Clerk,  
Schenectady County Legislature

**SCHENECTADY COUNTY COMMUNITY  
COLLEGE'S RESOLUTION**

**RESOLUTION #  
MAY**

**A RESOLUTION AUTHORIZING THE PRESIDENT OF SUNY  
SCHENECTADY TO ENTER INTO A PRELIMINARY  
AGREEMENT WITH SCHENECTADY COUNTY AND  
ADIRONDACK AQUATIC CENTER FOR THE CONSTRUCTION  
AND OPERATION OF AN AQUATIC CENTER**

**WHEREAS**, the SUNY Schenectady President by memorandum dated May 9, 2024 recommends that Schenectady County enter into a preliminary agreement with Schenectady County and Adirondack Aquatic Center (a not-for profit corporation) regarding the operation and construction of an Aquatic Center on land owned by Schenectady County; and

**WHEREAS**, the President advises that the proposed Aquatic Center will be 80,000+/- square feet that will be constructed on County-owned land that is adjacent to the Student Housing; and

**WHEREAS**, the most recent estimate for the construction of the Aquatic Center is \$41,731,551.00; and

**WHEREAS**, there are three primary sources for funding of this project:

1. The State University of New York provides fifty percent (50%) of the eligible funding of the cost of SUNY Schenectady construction projects;
2. The Adirondack Aquatic Center has raised \$21.5 million for this project; and
3. Schenectady County will provide \$5 million, and any other additional funds necessary for the final fifty percent match; and

**WHEREAS**, the SUNY Schenectady President further advises that the County will be responsible for the construction of the Aquatic Center, including all phases of design architecture and engineering after consultation and agreement with SUNY Schenectady and the Adirondack Aquatic Center; and

**WHEREAS**, upon completion of construction of the Aquatic Center the County will own the facility in trust for SUNY Schenectady; and

**WHEREAS**, the Aquatic Center will be operated by SUNY Schenectady ;  
and

**WHEREAS**, the SUNY Schenectady President advises that a newly created Aquatic Center Oversight Advisory Board comprised of seven members will advise and make recommendations on the operation of the Aquatic Center;  
and

**WHEREAS**, the SUNY Schenectady President recommends that Schenectady Board of Trustees enter into the aforesaid Preliminary Agreement for the operation and construction of an Aquatic Center on land owned by Schenectady County; now, therefore be it

**RESOLVED**, that the SUNY Schenectady President be and he hereby is authorized to negotiate and to execute a Preliminary Agreement with Schenectady County and Adirondack Aquatic Center consistent with the provisions of this Resolution.

#### **ADDENDUM**

##### **Board Members of the Adirondack Aquatic Center**

**Kara Haraden  
Mike Relyea  
Sara Gregory  
Laura Davis  
Vince Versaci  
Jeff Frankel  
Taylor Slone**

**A PRELIMINARY AGREEMENT BETWEEN THE COUNTY OF SCHENECTADY,  
SUNY SCHENECTADY AND THE ADIRONDACK AQUATIC CENTER FOR THE  
CONSTRUCTION AND OPERATION OF AN AQUATIC CENTER ON LAND OWNED  
BY THE COUNTY OF SCHENECTADY  
IN TRUST FOR SUNY SCHENECTADY**

**WHEREAS**, the Adirondack Aquatic Center is a Not-for-Profit Corporation established in 2014 which is currently doing business as Capital Region Aquatic Center (hereinafter referred to as the Center) with oversight from a Board of Directors; and

**WHEREAS**, the County of Schenectady (hereinafter referred to as the County) is a Municipality organized under the Laws of the State of New York since 1809, and is the sponsor of Schenectady County Community College (hereinafter referred to as SUNY Schenectady); and

**WHEREAS**, SUNY Schenectady is a Community College organized and chartered under the Laws of the State of New York; and

**WHEREAS**, the County, SUNY Schenectady, and the Center are collaborating on the construction and operation of an approximately 80,000+/- square foot Aquatic Center that is expected to include:

1. NCAA compliant 8-lane Olympic-Size 50-meter pool;
2. Diving Well;
3. Instruction Pool;
4. Therapy Pool;
5. Seating on deck for 600 +/- athletes;
6. Spectator Seating to accommodate at least 1,200 spectators;
7. Locker Rooms, Restrooms and Showers;
8. Multi-purpose Instructional Areas;
9. Cafe / Concession Space;
10. Retail Shop; and
11. Contiguous parking deck to accommodate 300 +/- parking spots.



~~WHEREAS, the County, SUNY Schenectady, and the Center will be entering into a long-term operations agreement for a period of twenty (20) years, with an option to extend the operational agreement for an additional twenty (20) years, with review every five (5) years.~~

**IT IS HEREBY AGREED UPON**, by and between the parties as follows; subject to approval by the Schenectady County Legislature, the SUNY Schenectady Board of Trustees and the Board of the Capital Region Aquatic Center:

- I. **Construction of an approximately 80,000+/- square foot Aquatic Center by the County of Schenectady in trust for SUNY Schenectady in collaboration with the Center.**

**A. Overview**

The Center has received pledges in excess of \$20 million thus far for the construction and operation of an 80,000+/- square foot Aquatic Center which is projected to cost in excess of \$40 million. The County of Schenectady has assembled several parcels which are contiguous to SUNY Schenectady and owns these parcels in trust for SUNY Schenectady. With the assistance of Schenectady Metroplex, the County has demolished numerous buildings on the site. The cost of these acquisitions and demolitions is in excess of \$5 million. After considering many options for this site, both the County and SUNY Schenectady are collaborating with the Center in the construction of an 80,000+/- square foot Aquatic Center.

Pursuant to the rules and regulations governing the SUNY construction capital projects, it is anticipated that the State of New York will pay for approximately 50% of the construction costs of the Aquatic Center.

The latest projected cost estimate is \$41,731,551. A copy of this estimate dated November 1, 2023 is attached hereto as Exhibit A. This estimate was provided by EBL Construction Services, LLC, and did not include a parking structure.

**II. Role of the County of Schenectady in the construction and operation of the Aquatic Center.**

- A. The County of Schenectady shall construct for the benefit of SUNY Schenectady an 80,000+/- square foot Aquatic Center with SUNY Schenectady and ~~with~~ the Center.
- B. ~~The Aquatic Center SUNY Schenectady shall operate this facility pursuant to the terms of this agreement on behalf of SUNY Schenectady~~ It is anticipated that more detailed operational agreements will be developed.
- C. The County of Schenectady shall be fully responsible for all phases of design, architecture, engineering and construction of the Aquatic Center after consultation and agreement with both SUNY Schenectady and the Center on the general specifications and design of the facility.
- D. The County of Schenectady on behalf of SUNY Schenectady shall own the Aquatic Center in Trust for SUNY Schenectady.
- E. The County of Schenectady shall provide the site and make other acquisitions as necessary. The County shall provide additional funding as necessary.

**III. Role of the Capital Region Aquatic Center in the construction of the Aquatic Center.**

**A. The Center has pledges in excess of \$21.5 million towards the construction**

**and operations of the Aquatic Center as set forth below:**

**COMMITMENTS TO FUNDING**

<b>Donor</b>	<b>Amount</b>	<b>Eligible for SUNY Matching Funds?</b>
Schenectady County	\$5.0 million	Yes
Federal Funds	\$5.0 million	Yes
State Funds (The Speaker of the Assembly Carl Heastie and Assemblyman Angelo Santabarbara)	through 5.1 million	No
Private Sector Pledges	\$6.4 million	Yes
Total Raised:		\$21.5 million
Total Raised Eligible for SUNY Matching Funds:		\$16.4 million
Total Raised Not Eligible for SUNY Matching Funds:		\$ 5.1 million

\*See III C.

**B. The Center and SUNY Schenectady shall continue to raise additional funds**

**for the construction and operation of the facility and shall seek additional resources and funding as needed.**

**C. The Center shall contribute 90% of the funds raised towards the construction of the Aquatic Center, with 10% of the funds being reserved for an operational fund of up to \$2 million.**

**D. The College Center shall make available to the County Auditor, the County Department of Finance, and SUNY Schenectady for review all information and documents related to its financial status, with quarterly financial statements provided.**

- E. The Center shall provide to the County and to SUNY Schenectady all preliminary design and engineering documents developed thus far.

**IV. The role of SUNY Schenectady in the construction and operation of the Aquatic Center.**

- A. SUNY Schenectady shall fully collaborate with the County and the Center in the design, construction, and financing of the Aquatic Center.
- B. SUNY Schenectady shall work cooperatively with the County and the Center to coordinate the financing of this project and to seek available State of New York funding for this project.
- C. SUNY Schenectady recognizes the significant benefits that the Aquatic Center brings with it to the college and will work cooperatively with the County and the Center to maximize the community and educational benefits provided by the Aquatic Center. Attached hereto as Exhibit B is the response submitted to the NY SWIMS RFI (Request for Information) seeking additional state funds which outlines the numerous community benefits of this project.
- D. SUNY Schenectady will work to develop ~~and agree~~ to all further necessary operational agreements.

V. **Operation of an approximately 80,000+/- square foot Aquatic Center.**

Commented [M12]: Needs to be discussed as there are current fundraising efforts connected to naming rights

A. **Overview**

The College ~~will~~ enter into a tripartite agreement with SUNY Schenectady and the County of Schenectady to ~~operate the Aquatic Center for a period of twenty (20) years.~~ operate the Aquatic Center. The goal of this operational agreement is threefold:

1. Ensure that SUNY Schenectady can fully utilize the facility for intercollegiate meets, swimming instruction for all students, staff, and community-wide K-12 learn to swim programs in the County, and any swimming programs that SUNY Schenectady deems appropriate, including academic, workforce and community education programming.
2. Maximize rental revenue to the extent possible by hosting competitive swimming events, and charge for pool use for these events at a rate agreed upon by the parties. A copy of the Center's business plan including estimated revenues and expenses are attached hereto as Exhibit C. On an annual basis, all revenues of the Center in excess of expenses shall be ~~held by~~ ~~transferred~~ to the College which shall maintain a separate segregated capital and operational fund which shall be used by the College for capital repairs and improvements to the facility. The goal, to the extent possible, is to have the Aquatic Center be self-sustaining. The parties shall seek to commence each fiscal year with a reserve of \$2 million, for the Center's ongoing operations.

Commented [M12]: In addition to transferring to the county, should we establish a record type of each rubric that can be used by the operating company with some oversight by the parties. Upgrades that may not be considered maintenance or capital improvements

The parties recognize that these projections of revenue and expenses are a good faith estimate and are subject to changes which may be agreed upon by the parties.

**VI. Additional Items for Consideration and Inclusion in future Construction and Operational Agreements.**

- A. Parking;
- B. Additional Property Acquisitions as needed;
- C. Insurance;
- D. Staffing of Facility;
- E. Rental Rates for Facility;
- F. Name and Naming Rights;
- G. Community Benefits;
- H. Concession Stand Operations;
- I. Annual Budgeting Procedures and Approvals; and
- J. Annual Auditing of Operational Budget.

**VII. Creation of an Aquatic Center Oversight Advisory Board.**

- A. The County of Schenectady, SUNY Schenectady and The Center hereby agree to create a Seven Member Aquatic Center Oversight Advisory Board (hereinafter referred to as the Board).
- B. The Board shall be appointed as follows:
  - 1. The County Manager of Schenectady County shall appoint two members subject to approval by the County Legislature.
  - 2. The President of SUNY Schenectady shall appoint three members subject to approval by the Board of Trustees.
  - 3. The Board of Directors of the Center shall appoint two members.
  - 4. The term of all appointments shall be four (4) years. There is no limit on the number of terms any board member may serve.
- C. Meetings of the Aquatic Center Oversight Advisory Board.

1. The Board shall meet on a quarterly basis, or more often as necessary.
  2. The Board shall elect one of its members to Chair the meetings for a term of two years. There is no limit on the number of terms that a member can serve as Chair.
- D. The Aquatic Center Oversight Advisory Board shall have the following powers:
1. ~~The Board shall have general oversight advisory authority over the operation of the Aquatic Center.~~
  2. ~~The Board shall have the authority to~~ make recommendations to the Center, the County of Schenectady and SUNY Schenectady regarding budgetary issues in the initial start-up phase. Thereafter, the Board shall work collaboratively with the Center, the County of Schenectady and SUNY Schenectady as part of the normal annual budgetary process to ensure that the Center is operating in an efficient fashion, and achieving the goals set forth in this agreement, and achieving such other goals as envisioned by SUNY Schenectady.
- E. The Board shall be consulted by the Center on major issues that need to be addressed for the safe and efficient operation of the facility.
- F. The Office of the County Attorney shall be available to the Board on any legal issues.

- G. The Board on a quarterly basis shall receive a financial report from the Center for its review and approval. It may request staff from the Center, the County of Schenectady and SUNY Schenectady to attend these meetings on an as-needed basis.
- H. Written notice of each meeting shall state the time, date and location of each meeting. The meetings shall be governed by Robert's Rules of Order. A quorum consists of more than 50% of the total number of members who appear in person or by video conference.

Adirondack Aquatic Center

Schenectady County Community College

By:  
Kara Haraden, President

By:  
Dr. Steady Mooné, President

County of Schenectady

By:  
Kory Fluman,  
County Manager

Approved as to form and content  
this \_\_\_ day of ~~May~~ September, 2024.

Christopher H. Gardner  
County Attorney



**STATE OF NEW YORK**

**COUNTY OF \_\_\_\_\_ ss.:**

On the \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned, personally appeared KARA HARADEN personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

**STATE OF NEW YORK**

**COUNTY OF SCHENECTADY ss.:**

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

Notary Public-State of New York

**STATE OF NEW YORK**

**COUNTY OF SCHENECTADY ss.:**

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

\_\_\_\_\_  
Notary Public-State of New York

# EXHIBIT A

**Estimate Summary - Condensed**

Capital Region Aquatics Center / Akron Jack Aquatics Center Renovation

BEL Construction Services, LLC  
Project Estimate for all

Estimate No: 20111  
Estimate Date: 9/21/2011

CSI	Description	Total	%/BT
01000	Prevent Conditions	1,050.00	0.00
01100	Site Excavation & Gravel	69,720.00	4.78
01200	Grading Demolition	70,000.00	4.79
01300	Structure Demolition	0.00	0.00
01400	Foundation Removal/Adjustment	0.00	0.00
01500	Concrete	69,117.00	4.76
01600	Masonry	1,880.00	0.13
01700	Reinforcing Steel	2,000,000.00	13.70
01800	Cast-in-Place Concrete Forming	80,000.00	5.39
01900	Steel Deck	222,770.00	14.99
02000	Roofing	0.00	0.00
02100	Roofing Underlayment	10,700.00	0.72
02200	Roofing Insulation	60,000.00	0.41
02300	Roofing Membrane	0.00	0.00
02400	Roofing Flashing	1,771,270.00	11.89
02500	Roofing Scaffolding	0.00	0.00
02600	Roofing Deck	120,000.00	0.81
02700	Roofing Flashing & Membrane	0.00	0.00
02800	Roofing Decking	0.00	0.00
02900	Roofing Decking	0.00	0.00
03000	Roofing Decking	0.00	0.00
03100	Roofing Decking	0.00	0.00
03200	Roofing Decking	0.00	0.00
03300	Roofing Decking	0.00	0.00
03400	Roofing Decking	0.00	0.00
03500	Roofing Decking	0.00	0.00
03600	Roofing Decking	0.00	0.00
03700	Roofing Decking	0.00	0.00
03800	Roofing Decking	0.00	0.00
03900	Roofing Decking	0.00	0.00
04000	Roofing Decking	0.00	0.00
04100	Roofing Decking	0.00	0.00
04200	Roofing Decking	0.00	0.00
04300	Roofing Decking	0.00	0.00
04400	Roofing Decking	0.00	0.00
04500	Roofing Decking	0.00	0.00
04600	Roofing Decking	0.00	0.00
04700	Roofing Decking	0.00	0.00
04800	Roofing Decking	0.00	0.00
04900	Roofing Decking	0.00	0.00
05000	Roofing Decking	0.00	0.00
05100	Roofing Decking	0.00	0.00
05200	Roofing Decking	0.00	0.00
05300	Roofing Decking	0.00	0.00
05400	Roofing Decking	0.00	0.00
05500	Roofing Decking	0.00	0.00
05600	Roofing Decking	0.00	0.00
05700	Roofing Decking	0.00	0.00
05800	Roofing Decking	0.00	0.00
05900	Roofing Decking	0.00	0.00
06000	Roofing Decking	0.00	0.00
06100	Roofing Decking	0.00	0.00
06200	Roofing Decking	0.00	0.00
06300	Roofing Decking	0.00	0.00
06400	Roofing Decking	0.00	0.00
06500	Roofing Decking	0.00	0.00
06600	Roofing Decking	0.00	0.00
06700	Roofing Decking	0.00	0.00
06800	Roofing Decking	0.00	0.00
06900	Roofing Decking	0.00	0.00
07000	Roofing Decking	0.00	0.00
07100	Roofing Decking	0.00	0.00
07200	Roofing Decking	0.00	0.00
07300	Roofing Decking	0.00	0.00
07400	Roofing Decking	0.00	0.00
07500	Roofing Decking	0.00	0.00
07600	Roofing Decking	0.00	0.00
07700	Roofing Decking	0.00	0.00
07800	Roofing Decking	0.00	0.00
07900	Roofing Decking	0.00	0.00
08000	Roofing Decking	0.00	0.00
08100	Roofing Decking	0.00	0.00
08200	Roofing Decking	0.00	0.00
08300	Roofing Decking	0.00	0.00
08400	Roofing Decking	0.00	0.00
08500	Roofing Decking	0.00	0.00
08600	Roofing Decking	0.00	0.00
08700	Roofing Decking	0.00	0.00
08800	Roofing Decking	0.00	0.00
08900	Roofing Decking	0.00	0.00
09000	Roofing Decking	0.00	0.00
09100	Roofing Decking	0.00	0.00
09200	Roofing Decking	0.00	0.00
09300	Roofing Decking	0.00	0.00
09400	Roofing Decking	0.00	0.00
09500	Roofing Decking	0.00	0.00
09600	Roofing Decking	0.00	0.00
09700	Roofing Decking	0.00	0.00
09800	Roofing Decking	0.00	0.00
09900	Roofing Decking	0.00	0.00
10000	Roofing Decking	0.00	0.00

**Estimate Summary - Condensed**

Capital Region Aquatics Center / Allentown Aquatics Center Restoration

11/16/2010 10:42 AM Page 3

EBL Construction Services, LLC  
Project Estimate # 01

Estimate No 23112  
Estimate Date 10/02/2010

CHZ	Description	Total	\$ / SF
010110	Excavating	208,800	8.32
010110	Backfill	181,000	14.01
010300	Site Improvements	0	0.00
010310	Paths & Driveways	0	0.00
010320	Site Grading & Curb	80,200	2.11

Total of CHZ Sections: **470,000** @ \$ 411.40

**Final Adjustments**

	Total
Tax Exempt	0
Design Contingency 0%	0
Construction Contingency 0%	1,001,000
Design Fee	1,001,000
Construction Sign-off/Plot Fee	2,000,000
General & Business Liability Insurance	100,000
Builder's Risk Insurance	40,000
Building Permit - Excluded	0
Add of 50% Jointly Participation @ 2%	0
<b>Grand Total</b>	<b>41,707,000</b>
<b>Contract Price</b>	<b>40,000,000</b>
<b>\$ / SF</b>	<b>977</b>

ABL Construction Services, LLC  
Project Address: 01

W/Overlaid

Capital Region Aquatics Center / Advanced Aquatics Center Refurbishment  
Contract No: 0177      Report Date: 07/20/05

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
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Section: 010000 General Conditions

Zone 1

Units: Dollars: 00

18	Construction Timeline 15 months-45 wks	Zone 1		0	0	0	0	0.00
20	Project Executive	Zone 1	200.00	HR	T	120.00	0	120.00
30	Senior Project Manager	Zone 1	2750.00	HR	T	60.00	0	2810.00
40	Project Manager	Zone 1	2700.00	HR	T	60.00	0	2760.00
50	Assistant Project Manager	Zone 1	2700.00	HR	T	60.00	0	2760.00
60	Supervisor	Zone 1	2000.00	HR	T	60.00	0	2060.00
70	Assistant Supervisor	Zone 1	1500.00	HR	T	60.00	0	1560.00
80	Utility Operator	Zone 1	200.00	HR	T	75.00	0	275.00
90	Project Clerk	Zone 1	200.00	HR	T	60.00	0	260.00
<b>Zone 1 - Total</b>						<b>1,200.00</b>	<b>0</b>	<b>1,200.00</b>
<b>010000 General Conditions - Total</b>						<b>1,200.00</b>	<b>0</b>	<b>1,200.00</b>

Section: 015000 Temp Facilities & Controls

Zone 1

Units: Dollars: 00

10	Layout & quality control survey - bench marks	Zone 1	1.00	HR		0	0	0.00
20	Job Photos	Zone 1	1.00	HR		0	0	1.00
30	Yarding (General)	Zone 1	1.00	HR		0	0	1.00
40	Temp Office Services - Installation	Zone 1	1.00	HR		0	0	1.00
50	Temp Office - Consumption	Zone 1	1.00	HR		0	0	1.00
60	Temp Phone	Zone 1	1.00	HR		0	0	1.00
70	Temp Construction Water	Zone 1	1.00	HR		0	0	1.00
80	Temp Laundry (for workwear only)	Zone 1	1.00	HR		0	0	1.00
90	First Aid	Zone 1	1.00	HR		0	0	1.00
100	Fire Protection	Zone 1	1.00	HR		0	0	1.00
110	Safety Equipment/Supply - other	Zone 1	1.00	HR		0	0	1.00
120	Maintenance	Zone 1	1.00	HR		0	0	1.00
130	Job Sign	Zone 1	1.00	HR		0	0	1.00

total:

Section: 015000 Temp Facilities & Controls

**Section Details - Continuation**

BRL Construction Services, LLC  
Project Estimate #1 v. 02/04/20

Capital Region Aquatics Center / Advanced Aquatics Center Estimation  
Estimate #2021 Release Date: 9/20/22

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
146	Tarp walls, with studs	15.00	sqm	0	0	1,500.00	0	1,500.00
		Zone 1				1,500.00		1,500.00
147	Water Condition	1.00	slab	0	0	0	12,000.00	12,000.00
		Zone 1					12,000.00	12,000.00
148	Cleaning verify	20.00	sqm	60.00	0	7,500	0	7,560.00
		Zone 1		60.00		7,500.00		7,560.00
176	Demolish, project	10,000.00	cft	0	0	60,000	0	60,000.00
		Zone 1				60,000.00		60,000.00
186	Final Cleaning	10,000.00	sf	0	0	0	25,000	25,000.00
		Zone 1					25,000.00	25,000.00
<b>Zone 1 - Total</b>				<b>70.00</b>	<b>0</b>	<b>18,000</b>	<b>14,000</b>	<b>107,560</b>
<b>019000 Temp Facilities &amp; Controls - Total</b>				<b>70.00</b>	<b>0</b>	<b>18,000</b>	<b>14,000</b>	<b>107,560</b>

**Section 020000 Building Demolition**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
70	Building Demol - Single story structure incl foundation	1,000.00	sqm	0	0	0	700,000	700,000.00
		Zone 1					700,000.00	700,000.00
71	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
72	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
73	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
74	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
75	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
76	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
77	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
78	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
79	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
80	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
81	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
82	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
83	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
84	Demolition Form	1.00	sqm	0	0	0	0	0.00
		Zone 1						0.00
<b>Zone 1 - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>700,000</b>	<b>700,000</b>
<b>020000 Building Demolition - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>700,000</b>	<b>700,000</b>

020700 Selective Demolition  
Override to... 0  
See Distribution Below

**Section 020700 Selective Demolition**

**Overridden** Issue Estimate of

**Section 020700 Selective Demolition**

**Section Details - Continuation**

MSL Construction Services, LLC  
 Project Estimate of

w/Override

Capital Region Aquatic Center / Advanced Aquatic Center Restoration  
 Estimate No. 0111  
 Drawn Date: 02/02/02

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
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**020700 Selective Demolition - Total**

Sum 1 - Overalls Column (for 020700)

020700 Selective Demolition - Total

020800 Hazardous Material Abatement  
 Overridden to... 0  
 See Distribution Below

**Section: 020800 Hazardous Material Abatement**

**Overridden**

Quantity of

**020800 Hazardous Material Abatement - Total**

Sum 1 - Overalls Column (for 020800)

020800 Hazardous Material Abatement - Total

**Section: 030000 Concrete**

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
70	Forming Insulated/Conformal	401.00	SF	0	0	0	401.00	401.00
71	Formwork	1200.00	SF	0	0	0	1200.00	1200.00
72	Form & Place, Single Cbr Reover 75	1.00	sq	1.0000	200	1.0000	0	1.2000
73	Set Anchor Bolts and Grout Collar base 400 Concrete like Anchor bolts 400	20.00	set	20.00	0	2.00	0	22.00
74	Foundation Formwork 400 Right hand on 2" Stud board 400	12.0000	SF	3.90	0	12.0000	0	15.90
75	Forming Insulated/Conformal	0.00	SF	0	0	0	0	0.00
76	Forming Insulated/Conformal 600 (Footprint - Pool Area)	200.00	SF	0	0	0	200.00	200.00
77	Set 400 Concrete like 500 set 400	14.7500	sq	0	0	14.7500	0	14.7500
78	Set 1/2 inch Rebar 400 Vapor Barrier 400 Acoustical 12 tall edge wrap vapor bar	24.0000	SF	10.00	0	24.0000	0	34.00
79	Forming Insulated/Conformal	0.00	SF	0	0	0	0	0.00
80	Forming Insulated/Conformal Main Level	24.0000	SF	0	0	0	24.0000	24.00

Amount

**Section: 030000 Concrete**

**Section Details - Continuation**

B&L Construction Services, LLC  
 Registration # 0114703676

in Division:

Capital Region Aquatics Center / Advanced Aquatics Center Extension  
 11/10/2020 2:02  
 Estimate Date: 12/2020

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
160	300-000 Concrete 14x 1200 per 400	159.00	sq Y	0	0	159.00	0	159.00
165	Concrete FT at steel post stake (10-0" wide typically)	28.00	sqd Y	0.00	0	19.00	0	4.75
170				0	0	0	0	0
175	000 Post and Drive Pile Capacity Foundation by Foot Contractor 4000			0	0	0	0	0
180				0	0	0	0	0
185	000 Per Summary 000			0	0	0	0	0
190	Per Footing 10x16x0.4' @ Drive Wall	242.00	CY	0	0	0	0	0
195	Per Footing 8x12x0.4'	289.00	CY	0	0	0	0	0
200	Per 22x24x0.4' @ Competition & Interlock Foot	10.00	CY	0	0	0	0	0
205	Per 24x24x0.4' @ Drive Wall	18.00	CY	0	0	0	0	0
210	0' 850' of 12' x 16' Viper Rebar per 8' of 16in	21,248.00	LF	0	0	0	0	0
215	Foot Equipment Room FR	1.00	sq	0	0	0	0	0
220	300 @ Metal Roofing	11,000.00	sq	0	0	0	0	0
240	Steel For 62in	21.00	sq	0	0	0	0	0
<b>Zone 1 - Total</b>				<b>21,248.00</b>	<b>0</b>	<b>282.00</b>	<b>0</b>	<b>21,530.00</b>
<b>001900 Concrete - Total</b>				<b>21,248.00</b>	<b>0</b>	<b>282.00</b>	<b>0</b>	<b>21,530.00</b>

**Section: 040000 Masonry**

Under Estimate of

Item No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
15	000 Per Summary			0	0	0	0	0
20	Interior CMU 8" @ Locker Room	1,071.00	sf	0	0	0	202.00	51.00
25	Interior CMU 8" @ Restroom	1,124.00	sf	0	0	0	202.00	51.00
30	Interior CMU 8" @ Post Equipment Room	1,282.00	sf	0	0	0	202.00	51.00
35	Interior CMU 8" @ Bath Room	1,394.00	sf	0	0	0	202.00	51.00
40	CMU Foundation - Concrete TBR Base and Single Wall - Drainage	12,440.00	sf	0	0	0	300.00	20.00
70				0	0	0	0	0
80	CMU 12x16 CM	10,421.00	sf	0	0	0	0	0

**Section: 040000 Masonry**



Bill Construction Services, LLC  
Project Number: 01

v Overall

**Section Details - Continues**  
Capital Region Aquatics Center / Advanced Aquatics Center Restroom  
Estimate No. 20112  
Schedule: 01/16/18

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
16	Adjust and reset all for 19' x 12'	Zone 1	1.00	h				30,000.00
	<b>Zone 1 - Total</b>							30,000.00
	<b>0-00004 Masonry - Total</b>							1,821,000.00

**Section: 031200 Structural Steel**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
20	Structural Steel Framing @ Existing Building (11,026 SF)	Zone 1	36.50	sq				2,000.00
21	Structural Steel Roof Framing @ Existing Pool Garaget (4,500 SF)	Zone 1	34.00	sq				1,800.00
22	Structural Steel Roof Framing @ Competition Pool Garaget (40,500 SF)	Zone 1	191.00	sq				1,100.00
23	Structural Steel Roof Framing @ Drive Wall (1,175 SF)	Zone 1	94.00	sq				2,600.00
24	Steel Roof Supplemental Steel Framing for Deck @ Existing (7,125 SF)	Zone 1	11.00	sq				1,000.00
25	Steel Support @ Roof Openings	Zone 1	30.00	sq				2,000.00
26	Masonry Metal Deck @ Existing Building	Zone 1	11,026.00	sf				0.00
27	Metal Decking - Roof Type B @ Existing	Zone 1	7,700.00	sf				20.00
28	Metal Roof Decking - Asphalt @ Competition Pool	Zone 1	22,500.00	sf				27,000.00
29	Metal Roof Decking - Asphalt @ Drive Wall	Zone 1	11,000.00	sf				40,000.00
30	Metal Roof Decking - Asphalt @ Instruction Pool	Zone 1	1,000.00	sf				10,000.00
	<b>Zone 1 - Total</b>							2,800.00
	<b>031200 Structural Steel - Total</b>							2,800.00

**Section: 054000 Cold Formed Metal Framing**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
31	Exterior Wall Panel EP Metal Stud / Dimple Channel / C/W/2W Base Insul Vapor Barrier	Zone 1	48,000.00	sf				20.00
32		Zone 1	17,500.00	sf				0.00
	<b>Zone 1 - Total</b>							20.00

**Section: 054000 Cold Formed Metal Framing**

**Section Details - Continuation**

BEL Construction Services, LLC  
Project Estimate #1

W/Worksheet

Capital Region Aquatics Center / Advanced Aquatics Center Addition  
Estimate No 33311 Estimate Date: 11/16/11

Line / Qty	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>054000 Cold Formed Metal Framing - Total</b>				0	0	0	91,500	91,500

**Section: 055000 Misc Metals**

<b>Zone 1</b>				<b>Estimate Estimate of</b>				
10	Steel pan studs 12" wide, with sillings & ledgers	75.00	linear ft	0	0	0	1,800.00	1,800.00
20	Steel pan studs 12" wide, with sillings & ledgers per Specification 777	51.00	linear ft	0	0	0	0	0.00
30	Steel pan studs 12" wide, with sillings & ledgers			0	0	0	0	0.00
40	Floor mounted pipe railing, 1 1/2" dia	222.00	Y	0	0	0	222.00	222.00
50	Wall mounted pipe railing	122.00	Y	0	0	0	122.00	122.00
60	Floor Mounted Railing at Specified Spacing Per Specification	422.00	Y	0	0	0	0	0.00
70				0	0	0	0	0.00
80	Staircase 36" angles	2.00	each	0	0	0	271.00	271.00
90	Staircase 36" x 36" angle	1.00	each	0	0	0	730.00	730.00
100	Staircase 1/2" dia	1.00	each	0	0	0	1,300.00	1,300.00
110				0	0	0	1,500	1,500
120	Logic bolts, pins, nuts & sleeves	2.00	each	0	0	0	11,000.00	11,000.00
<b>Zone 1 - Total</b>				0	0	0	11,822.00	11,822.00
<b>055000 Misc Metals - Total</b>				0	0	0	11,822.00	11,822.00

**Section: 061000 Rough Carpentry**

<b>Zone 1</b>				<b>Estimate Estimate of</b>				
10	Rough Carpentry (Typical Office Building) W/Blocking Int/Exterior	123.00	sq	0	0	0	4,375	4,375
<b>Zone 1 - Total</b>				0	0	0	4,375	4,375
<b>061000 Rough Carpentry - Total</b>				0	0	0	4,375	4,375

**Section: 064000 Architectural Woodwork**

<b>Zone 1</b>				<b>Estimate Estimate of</b>				
10	Reception Desk	1.00	sq	0	0	0	11,000.00	11,000.00
20	Office Surface Laboratory Counter	215.00	sq ft	0	0	0	200,775	200,775
<b>Zone 1 - Total</b>				0	0	0	211,775	211,775

Amount

**Section: 064000 Architectural Woodwork**

Section Details - Continuation

AGC Contractor Services, LLC  
Project Manager: dl

Override

Capital Region Aquatic Center / Advanced Aquatic Center Rehabilitation  
Contract No. 2311 Estimate Date: 11/02/05

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>064000 Architectural Woodwork - Total</b>				0	0	0	115,700	115,700

Section: 071000 Waterproofing

Zone 1				Estimate Values of				
16	Waterproofing for elevator pits	1.00	sq	0	0	0	1,100.00	1,100.00
17	Waterproofing of pool equipment	1.00	sq	0	0	0	21,200.00	21,200.00
<b>Zone 1 - Total</b>				0	0	0	22,300.00	22,300.00
<b>071000 Waterproofing - Total</b>				0	0	0	22,300.00	22,300.00

072000 Insulation  
Overridden to... 6  
See Distribution Below

Section: 072000 Insulation

<b>Overridden</b>				Estimate Values of				
<b>- Total</b>				0	0	0	0	0
<b>072000 Insulation - Total</b>				0	0	0	0	0
				Zone 1 - Override Column (See 064000)				6
				07200 Insulation - Total				6

Section: 074000 Insulated Metal Wall Panel

Zone 1				Estimate Values of				
18	1 1/2" R-19 Insulated wall panels per 100 sq ft	1.00	sq	0	0	0	42.00	42.00
19	1/2" GFI	1.00	sq	0	0	0	6.00	6.00
<b>Zone 1 - Total</b>				0	0	0	48.00	48.00
<b>074000 Insulated Metal Wall Panel - Total</b>				0	0	0	48.00	48.00

Section: 075000 Membrane Roofing

Zone 1				Estimate Values of				
20	1/4" Poly Adhesive 100 mesh, sloped metal deck w/flash, fast apply, etc.	1.00	sq	0	0	0	1,711,070.00	1,711,070.00
<b>Zone 1 - Total</b>				0	0	0	1,711,070.00	1,711,070.00
<b>075000 Membrane Roofing - Total</b>				0	0	0	1,711,070.00	1,711,070.00

Section: 079200 Joint Sealants

Zone 1				Estimate Values of				
21	Joint Sealant for Decking	1.00	sq	0	0	0	45.00	45.00
<b>Zone 1 - Total</b>				0	0	0	45.00	45.00

Section: 079200 Joint Sealants

ABC Construction Services, LLC  
 Project Name: 08  
 # of Quotes: 1

**Section Details - Continuation**  
 Capital High Aquatics Center / Advanced Aquatics Center Renovation  
 Estimate No: 2011  
 Estimate Date: 12/10/12

Line No	Description	Quantity	Unit	Lebor	Equip	Material	Sub	Total
<b>077200 Joint Sealants - Total</b>				0	0	0	40.00	40.00

**Section: 081100 Doors, Frames & Hardware**

Zone 1				Section Totals of				
70	Insular Entry Doors	34.00	ea	19.00	0	1,000.00	0	1,019.00
80	Standard Insular Doors - 3042/2000	25.00	ea	12.00	0	1,200.00	0	1,212.00
90	Standard Double Insular Doors - 3042/2000	2.00	ea	1.00	0	3,000.00	0	3,001.00
<b>Zone 1 - Total</b>				32.00	0	5,200.00	0	5,532.00
<b>081100 Doors, Frames &amp; Hardware - Total</b>				32.00	0	5,200.00	0	5,532.00

083000 Overhead & Ceiling Doors  
 Overhead to... 0  
 See Distribution Below

**Section: 083000 Overhead & Ceiling Doors**

Zone 1				Section Totals of				
<b>083000 Overhead &amp; Ceiling Doors - Total</b>				0	0	0	0	0
<b>Total</b>				0	0	0	0	0

**Overhead**

Zone 1 - Overhead Cabinet (3rd floor)

083000 Overhead & Ceiling Doors - Total

**Section: 084000 Entrances & Curtainwall**

Zone 1				Section Totals of				
1	Alum. Curtainwall - Single Wall	70.00	sq ft	0	0	0	77.00	77.00
50	Ins. Alum. Sliding (Kaiser 457), w/ Insulated & Low-E Glass	1,000.00	sq ft	0	0	0	101.00	101.00
60	Ins. Medium Style Alum. Doors (Kaiser 207) w/ Hardware	2.00	ea	0	0	0	2,300.00	2,302.00
70	Ins. Alum. Sliding (Kaiser 457) w/ Tempered Glass	1,475.00	sq ft	0	0	0	75.00	75.00
80	Ins. Medium Style Alum. Doors (Kaiser 207) w/ Hardware	22.00	ea	0	0	0	2,300.00	2,322.00
90	- Add for double exit power egress - low voltage wall panel	1.00	ea	0	0	0	0	0
<b>Zone 1 - Total</b>				0	0	0	2,375.00	2,375.00

Summary

**Section: 084000 Entrances & Curtainwall**

BEI Construction Services, LLC  
Project: 08/2023

at: 08/2023

**Section Details - Continuation**

Crystal Ridge Aquatics Center / Abundant Aquatics Center Restoration  
Project No: 08/2023

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
100				0	0	0	0	0.00
101	5" x 8" x 1/2" Mineral Insulating Board	240	sq	0	0	0	120,000	120,000
102	Interior Aluminum Spring Door/Pan Handle	400	ea	0	0	0	0	0.00
<b>Zone 1 - Total</b>				0	0	0	120,000	120,000
<b>004000 Entrance &amp; Circulation - Total</b>				0	0	0	120,000	120,000

**Section: 083000 Glass & Glazing**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
1	Large wall window	20.00	sq ft	0	0	0	20,000	20,000
20	Thin Interior Light Glazing Allowance	1.00	sq	0	0	0	1,000	1,000
<b>Zone 1 - Total</b>				0	0	0	21,000	21,000
<b>083000 Glass &amp; Glazing - Total</b>				0	0	0	21,000	21,000

**Section: 092000 Framing & Drywall**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	GWB Ceiling / Bulkhead @ Lobby wall Connection	100.00	sq ft	0	0	0	10,000	10,000
20	Partition-Glazed Non-Insulated GWB Ceiling w/ VIB @ Existing Drinking Water	1,000.00	sq ft	0	0	0	7,000	7,000
30	Partition-Glazed Non-Insulated GWB Wall	2,000.00	sq ft	0	0	0	10,000	10,000
<b>Zone 1 - Total</b>				0	0	0	27,000	27,000
<b>092000 Framing &amp; Drywall - Total</b>				0	0	0	27,000	27,000

**Section: 093000 Tile**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Ceramic Floor Tile - 12" x 12"	1,000.00	sq ft	0	0	0	10,000	10,000
20	- Add for back expansion membrane	1,000.00	sq ft	0	0	0	2,000	2,000
30	Ceramic Wall Tile (12" x 12" Per Summary)	1,000.00	sq ft	0	0	0	10,000	10,000
35	Ceramic Tile Base (12" x 12" Per Summary)	1,000.00	sq ft	0	0	0	1,000	1,000
<b>Zone 1 - Total</b>				0	0	0	23,000	23,000
<b>093000 Tile - Total</b>				0	0	0	23,000	23,000

**Section: 095000 Acoustical Ceilings**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
<b>095000 Acoustical Ceilings</b>								

**Section Details - Continuation**

BSE Construction Services, LLC  
Project Reference: 01

of Quantity

Capital Region Aquatics Center / Allentown Aquatics Center Rehabilitation  
Reference: 10111  
Contract Date: 08/2018

Line Item	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
1	2x6 ACI	11,462.00	sf	0	0	0	7.00	79,834.00
		Zone 1						
2	2x6 ACI per Summary	10,923.00	sf	0	0	0	0	0
		Zone 1						
<b>Zone 1 - Total</b>				0	0	0	7.00	79,834.00
<b>09200 Acoustical Ceiling - Total</b>				0	0	0	7.00	79,834.00

**Section: 093400 Acoustical Wall Panels & Insul**

Line Item	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
10	Acoustic Wall Panels - Allowance	100.00	sf	0	0	100.00	25.00	2,500.00
		Zone 1						
<b>Zone 1 - Total</b>				0	0	100.00	25.00	2,500.00
<b>093400 Acoustical Wall Panels &amp; Insul - Total</b>				0	0	100.00	25.00	2,500.00

**Section: 096000 Resilient Flooring & Carpet**

Line Item	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
10	Carpet - Office/Reception/Adm/Wait Product/Video Review	11,000.00	sf	0	0	0	2.00	22,000.00
		Zone 1						
20	LVT - Lobby/Corridor/Reception Corridor/Classroom Corridor	6,157.00	sf	0	0	0	1.00	6,157.00
		Zone 1						
30	Roller Base	10,000.00	sf	0	0	0	1.00	10,000.00
		Zone 1						
<b>Zone 1 - Total</b>				0	0	0	3.00	38,157.00
<b>096000 Resilient Flooring &amp; Carpet - Total</b>				0	0	0	3.00	38,157.00

**Section: 096700 Floor Coatings**

Line Item	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
10	Field Applied Epoxy Flooring	10,000.00	sf	0	0	0	0.70	7,000.00
		Zone 1						
20	Epoxy Base	1,000.00	sf	0	0	0	0.70	700.00
		Zone 1						
<b>Zone 1 - Total</b>				0	0	0	1.40	7,700.00
<b>096700 Floor Coatings - Total</b>				0	0	0	1.40	7,700.00

**Section: 099000 Paint & Wall Covering**

Line Item	Description	Quantity	Unit	Labor	Apply	Material	Sub	Total
10	Paint Interior Expanded Ceiling	10,000.00	sf	0	0	0	0.15	1,500.00
		Zone 1						
20		6.00	sf	0	0	0	0	0
		Zone 1						
30	Paint Interior Door and Frames	34.00	sq	0	0	0	4.00	136.00
		Zone 1						
40	Paint Interior GWS Wall - 50% Epoxy	10,000.00	sf	0	0	0	0.15	1,500.00
		Zone 1						

Amount:

**Section: 099000 Paint & Wall Covering**

**Section Details - Continuation**

B&B Construction Services, LLC  
Project Estimator: [blank]

Capital Region Aquatics Center / Allentown Aquatics Center Renovation  
Schedule No: 20112 Estimate Date: 02/20/20

Code	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
55	Paint Interior Masonry Walls - Semi Gloss	9246.00	sf	0	0	0	148.155	148.155
60	Grout Concrete (Stair/Stairs, Landing Deck, Mechanical Room)	178.00	sf	0	0	0	1.50	1.50
70	Paint Exterior Exterior CMU Walls	2482.00	sf	0	0	0	21.490	21.490
<b>Zone 1 - Total</b>				0	0	0	170.145	170.145
<b>100000 Paint &amp; Wall Covering - Total</b>				0	0	0	170.145	170.145

**Section: 100000 Specialties**

Code	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>				0	0	0	0	0
<b>- Total</b>				0	0	0	0	0
<b>100000 Specialties - Total</b>				0	0	0	0	0

**Section: 101100 Marker/Display Boards**

Code	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
15	Marker/Display Board Allowance	1.00	ea	0	0	0	14.000	14.000
<b>Zone 1 - Total</b>				0	0	0	14.000	14.000
<b>101100 Marker/Display Boards - Total</b>				0	0	0	14.000	14.000

**Section: 101400 Signs**

Code	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
15	Marker Signs - Allowance	1.00	ea	0	0	0	14.000	14.000
20	Marker Signs - Allowance	1.00	ea	0	0	0	41.000	41.000
<b>Zone 1 - Total</b>				0	0	0	55.000	55.000
<b>101400 Signs - Total</b>				0	0	0	55.000	55.000

**Section: 102115 Toilet Compartments**

Code	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
70	Toilet partition, panels	25.00	sf	0	0	0	21.000	21.000
20	Toilet access, panels	9.00	sf	0	0	0	1.500	1.500
<b>Zone 1 - Total</b>				0	0	0	22.500	22.500
<b>102115 Toilet Compartments - Total</b>				0	0	0	22.500	22.500

**Section: 102600 Wall Protection FRP**

Code	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>				0	0	0	0	0

marker

**Section: 102600 Wall Protection FRP**

**Section Details - Continuous**

ESL Construction Systems, LLC  
Project Reference # 21070000

Capital Region Aquatics Center / Allentown Aquatics Center Addition  
Budget No. 2017

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	FRP panels w/ vinyl (600") @ 1C	143.00	sf	0	0	0	14,300	14,300
<b>Zone 1 - Total</b>				0	0	0	14,300	14,300
<b>102600 Wall Protection FRP - Total</b>				0	0	0	14,300	14,300

**Section: 102000 Toilet & Bath Accessories**

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
15	Men/Women Toilet Seats	2.00	ea	0	0	0	1,000.00	2,000.00
20	Men/Women Toilet Paper	2.00	ea	0	0	0	1,000.00	2,000.00
30	Men/Women Soap	2.00	ea	0	0	0	4,000.00	4,000.00
40	Hand Sanitizer Dispenser	4.00	ea	0	0	0	1,000.00	4,000.00
<b>Zone 1 - Total</b>				0	0	0	6,000.00	12,000.00
<b>102000 Toilet &amp; Bath Accessories - Total</b>				0	0	0	6,000.00	12,000.00

**Section: 105100 Lockers**

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Lockers, 18"x24"x36" - Triple Top, 22h, Lock, No Steps Top	100.00	ea	0	0	114,000	0	114,000
<b>Zone 1 - Total</b>				0	0	114,000	0	114,000
<b>105100 Lockers - Total</b>				0	0	114,000	0	114,000

111913 Loading Dock Equipment  
Override No., 0  
See Distribution Below

**Section: 111913 Loading Dock Equipment**

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Override</b>				0	0	0	0	0
<b>Zone 1 - Override Column (Override)</b>				0	0	0	0	0
<b>111913 Loading Dock Equipment - Total</b>				0	0	0	0	0

116643 Scoreboard/Timing System  
Override No., 0  
See Distribution Below

**Section: 116643 Scoreboard/Timing System**

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Scoreboard/Timing System	2.00	Yr	0	0	0	20,000.00	40,000.00
<b>Zone 1 - Total</b>				0	0	0	20,000.00	40,000.00

**Section: 116643 Scoreboard/Timing System**



Section Details - Continuation

BRL Construction Services, LLC  
Project Address: 01

v. Overhead

Capital Bayline Aquatics Center / Advanced Aquatics Center Renovation  
Amount: 2002 Release Date: 01/02/01

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
11648	Boardwalk/Thruing System - Total						2000	660
								Rate 1 - Overall Contract (9% 200000)
								11648 Boardwalk/Thruing System - Total

Section: 12400 Floor Mats & Frames

Zone 1		Index Reference: 01						
12	Non-Expanded Floor Mat - Per Summary	28.00	sq	0	0	0	1.00	28.00
								Zone 1 - Total
								12400 Floor Mats & Frames - Total

Section: 13110 Swimming Pool Structure

Zone 1		Index Reference: 01						
14	Pool Concrete			0	0	0	0	0.00
26	Competition Pool (24,12x12 SF)	65.00	CY	1	0	0	1,000.00	2,000.00
36	Intermediate Pool (24x12 SF)	175.00	CY	1	0	0	1,000.00	1,000.00
40	Deep Well Pool (24,12x12 SF)	283.00	CY	1	0	0	1,000.00	1,000.00
50	1/2" Spring Rebar - Pool Footings	21.71	CV	1	0	0	2,000.00	1,000.00
55	1/2" Spring Rebar - Pool Footings	21.71	CV	1	0	0	41,000	41,000
56	Mechanical Rebar	194.07	CV	1	0	0	1,000.00	1,000.00
60	Rebar Ties	20.75	CV	1	0	0	1,000.00	1,000.00
65				0	0	0	0	0.00
108	Pool Walls - Floor			0	0	0	0	0.00
110	Pool Floor Finish (Lime sandstone and aggregate)	11,784.00	sq	1	0	0	200.00	200.00
120	ADG Budget (75% @ 0.5 E.T. Floor 200 sq ft)			0	0	0	0	0.00
								Zone 1 - Total
								13110 Swimming Pool Structure - Total

Section: 13115 Swimming Pools

Zone 1		Index Reference: 01						
15	Pool Mechanical Rebar (20x20 SF)			0	0	0	0	0.00
20	Pool Mechanical System - Overall (3 Pools)	1.00	sq	0	0	0	1,000,000	1,000,000
50				0	0	0	0	0.00

Section: 13115 Swimming Pools

BBL Construction Services, LLC  
Project Estimator: cll

w/Overrides

Capital Region Aquatic Center / Allentown Aquatic Center Renovation  
Estimate No: 2111  
Estimate Date: 11/10/23

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
48	*** Competition Pool (13,125 SF) ***		sf					0.00
	Zone 1			0	0	0	0	0
50	Stainless Steel Perimeter Recirculation System	1.00	lot	0	0	0	193,000.00	193,000.00
	Zone 1			0	0	0	193,000	193,000
60	Movable Bulkheads (Two 23'L x 5'W x 4'-0"D)	1.00	lot	0	0	0	873,000.00	873,000.00
	Zone 1			0	0	0	873,000	873,000
70	Deck Equipment (Rail goods, recessed steps, stanchions)	1.00	lot	0	0	0	40,000.00	40,000.00
	Zone 1			0	0	0	40,000	40,000
80	Competition Equipment (Starting Platform, Lane Lines)	1.00	lot	0	0	0	300,000.00	300,000.00
	Zone 1			0	0	0	300,000	300,000
90	Timing System with 2-LED Display Boards	1.00	lot	0	0	0	250,000.00	250,000.00
	Zone 1			0	0	0	250,000	250,000
100	Access Lifts	1.00	ea	0	0	0	35,000.00	35,000.00
	Zone 1			0	0	0	35,000	35,000
110				0	0	0	0	0.00
	Zone 1			0	0	0	0	0
120	*** Dive Wall Pool (5412 SF) ***	3,626.00	sf					0.00
	Zone 1			0	0	0	0	0
130	Stainless Steel Perimeter Recirculation System	1.00	lot	0	0	0	193,000.00	193,000.00
	Zone 1			0	0	0	193,000	193,000
140	Diving Boards and Platform Flooring	1.00	lot	0	0	0	100,000.00	100,000.00
	Spec 1			0	0	0	100,000	100,000
150	Tower Rail Goods	1.00	lot	0	0	0	110,000.00	110,000.00
	Zone 1			0	0	0	110,000	110,000
160	Deck Equipment (Rail goods, recessed steps, stanchions)	1.00	lot	0	0	0	40,000.00	40,000.00
	Zone 1			0	0	0	40,000	40,000
170	D/G/M Spring Boards	4.00	ea	0	0	0	32,500.00	32,500.00
	Zone 1			0	0	0	32,500	32,500
180	Access Lifts	1.00	ea	0	0	0	35,000.00	35,000.00
	Zone 1			0	0	0	35,000	35,000
200				0	0	0	0	0.00
	Zone 1			0	0	0	0	0
220	*** Instructional Pool (3,550 SF) ***							0.00
	Spec 1			0	0	0	0	0
230	Stainless Steel Perimeter Recirculation System	1.00	lot	0	0	0	110,000.00	110,000.00
	Zone 1			0	0	0	110,000	110,000
240	Deck Equipment (Rail goods, recessed steps, stanchions)	1.00	lot	0	0	0	40,000.00	40,000.00
	Zone 1			0	0	0	40,000	40,000
245	Access Lifts	1.00	ea	0	0	0	35,000.00	35,000.00
	Zone 1			0	0	0	35,000	35,000
255				0	0	0	0	0.00
	Zone 1			0	0	0	0	0
260	*** Design/Asst ***							0.00
	Zone 1			0	0	0	0	0
330	ADG Planning, Architecture, & Engineering	1.00	lot	0	0	0	150,000.00	150,000.00
	Zone 1			0	0	0	150,000	150,000
340	ADG Pool Construction	1.00	lot	0	0	0	250,000.00	250,000.00
	Zone 1			0	0	0	250,000	250,000
350	PRR Allowance (Maintenance & Safety Equip, Chemicals, Life Guard Chairs)	1.00	lot	0	0	0	75,000.00	75,000.00
	Zone 1			0	0	0	75,000	75,000

Anchor:

Section: 131113 Swimming Pools

BEZ Construction Services, LLC  
Project: [unclear]

at [unclear]

**Section Details - Continuation**

Capital Region Aquatics Center / Administrative Aquatics Center Renovation  
Estimate No. 2012 Estimate Date: 10/20/20

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1 - Total</b>								
131115	Swimming Pools - Total			0	0	0	4,285,000	4,285,000
131115	10M Diving Platform			0	0	0	4,285,000	4,285,000

131115 10M Diving Platform  
Override to... 1,000,000  
See Distribution Below

**Section: 131115 10M Diving Platform**

**Override**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
131115	10M Diving Platform - Total			0	0	0	4,285,000	4,285,000
<b>Zone 1 - Override Column (Allow=0)</b>								1,000,000
<b>131115 10M Diving Platform - Total</b>								1,000,000

**Section: 133416 Grandstands / Bleachers**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Stainless Steel Seating	1,000.00	Sqft	0	0	0	175,000	175,000
20	Aluminum Bleachers Seating (Opposite Entrance)	400.00	Sqft	0	0	0	110,000	110,000
<b>Zone 1 - Total</b>								285,000
<b>133416 Grandstands / Bleachers - Total</b>								285,000

**Section: 142100 Elevators**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Hydraulic EML Elevator - 2000 lb. 1000mm	1.00	each	0	0	0	200,000	200,000
<b>Zone 1 - Total</b>								200,000
<b>142100 Elevators - Total</b>								200,000

**Section: 210000 FIRE PROTECTION**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Fire Protection (Sprinkler System) - NFPA 25	36,700.00	Sqft	0	0	0	22,000	22,000
<b>Zone 1 - Total</b>								22,000
<b>210000 FIRE PROTECTION - Total</b>								22,000

**Section: 220000 PLUMBING**

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	Service Connections/Installation	7.00	h	0	0	0	23,000.00	23,000.00
20	Work in Field Mechanical	7.00	h	0	0	0	23,000.00	23,000.00
<b>Zone 1 - Total</b>								46,000.00
<b>220000 PLUMBING - Total</b>								46,000.00

**Section: 220000 PLUMBING**

**Section Details - Continuation**

**BEL Construction Services, LLC**  
Project Director: *[Signature]*

or Owner/Arch

**Capital Region Aquatics Center / Alliant Energy Aquatics Center Rehabilitation**  
Estimate No: 2112 Estimate Date: 1/23/20

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
45	Flexibility Rough-in	7.00	sq	0	0	0	14000.00	14000.00
		7.00	sq	0	0	0	10.00	10.00
46	Plumbing Fixtures	110.00	ea	0	0	0	4380.00	4380.00
51	Floor Drains	38.00	ea	0	0	0	1390.00	1390.00
		38.00	ea	0	0	0	142.00	142.00
52	Trivet Drains - Pool Deck Area	1500.00	sq	0	0	0	50.00	50.00
		1500.00	sq	0	0	0	200.00	200.00
66	Flow Cuts	14.00	ea	0	0	0	1350.00	1350.00
		14.00	ea	0	0	0	24.00	24.00
77	18" x 24" Drilling Machine	4.00	ea	0	0	0	1300.00	1300.00
		4.00	ea	0	0	0	22.00	22.00
87	Pool Drains	12.00	ea	0	0	0	1300.00	1300.00
		12.00	ea	0	0	0	202.00	202.00
88	Overhead Equip/Drain	12.00	ea	0	0	0	1300.00	1300.00
		12.00	ea	0	0	0	60.00	60.00
119	Electric sump pump	1.00	ea	0	0	0	1300.00	1300.00
		1.00	ea	0	0	0	2.00	2.00
126	Gas Piping	80,074.00	sq	0	0	0	1.00	1.00
		80,074.00	sq	0	0	0	80,750.00	80,750.00
	<b>Row 1 - Total</b>			0	0	0	1,257,000	1,257,000
	<b>120000 PLUMBING - Total</b>			0	0	0	1,257,000	1,257,000

**Section: 230000 HVAC**

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
10	HVAC - Gas Fired RTU's "VAV" system with 24" dia. duct plenum return	16,700.00	sq	0	0	0	75.00	75.00
		16,700.00	sq	0	0	0	3,200,000	3,200,000
30	Ductwork Diffusion System			0	0	0	0	0.00
				0	0	0	0	0.00
	<b>Row 1 - Total</b>			0	0	0	3,200,000	3,200,000
	<b>200000 HVAC - Total</b>			0	0	0	3,200,000	3,200,000

**Section: 260000 ELECTRICAL**

Line No	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
1	Electric - Dodge Building office building	21,700.00	sq	0	0	0	55.00	55.00
		21,700.00	sq	0	0	0	2,824,250	2,824,250
10	40-amp Switchgear Enclosure One in 400V Switch Room - Adaptive Spec			0	0	0	0	5.00
15	New Electrical Distribution for side Electrical Room to Panels & Equipment			0	0	0	0	0.00
20	Emergency Level Lighting - Excluded			0	0	0	0	0.00
	<b>Row 1 - Total</b>			0	0	0	2,824,250	2,824,250
	<b>300000 ELECTRICAL - Total</b>			0	0	0	2,824,250	2,824,250

**Section: 272123 AV/Network Wiring**

instructor

**Section: 272123 AV/Network Wiring**

BML Construction Services, LLC  
 Subcontractor of

at 00000000

**Section Details - Continuous**

Capital Region Airport Center / Atlanta-Fulton County Stadium  
 December 2011  
 00000000 (Cont'd)

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
24	Video Wiring	10,500.00	LF				25	26,250
<b>Zone 1 - Total</b>								
<b>272123 AV Network Wiring - Total</b>								

**Section: 273116 Public Address System**

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
26	Public Address System Alarms	1.00	EA				75,000.00	75,000.00
<b>Zone 1 - Total</b>								
<b>273116 Public Address System - Total</b>								

**Section: 283123 Fire Alarm System**

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
28	Fire Alarm System	1.00	EA				171,500	171,500
<b>Zone 1 - Total</b>								
<b>283123 Fire Alarm System - Total</b>								

**Section: 312300 Earthwork**

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1</b>								
1	Excavate 4' x 4' for Competition Pool	1715.00	CY				0	0
29	Excavate 4' x 4' for Pool	1350.00	CY				25,500	25,500
30	Excavate 4' x 4' for Interlock Pool	1300.00	CV				180,000	180,000
46	Excavate 4' x 4' for Pool @ Competition/Interlock Pool	480.00	CV				44,400	44,400
38	Excavate 4' x 4' for Pool @ Drive Way	800.00	CV				36,000	36,000
25	Excavate 4' x 4' for Pool of Impact	1375.00	CV				24,450	24,450
70	Excavate 4' x 4' for Pool of Impact	1300.00	CV				46,400	46,400
80	Excavate 4' x 4' for Pool of Impact	400.00	CV				36,000	36,000
<b>Zone 1 - Total</b>								
<b>312300 Earthwork - Total</b>								

**Section: 312300 Earthwork**

**Section Details - Continuation**

RSL Construction Services, LLC  
Project Estimate #1

0/Overridden

Capital Region Aquatic Center / Advanced Aquatic Center Addition  
Estimate No. 2011 Estimate: 211700

Line Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
-----------	-------------	----------	------	-------	-------	----------	-----	-------

314115 Dewatering  
Overridden to... 300,000  
See Distribution Below

**Section: 314115 Dewatering**

**Overridden** Section Estimate of

- Total								0.00
314115 Dewatering - Total								300,000
Estimate 1 - Overridden Contract (Allowance)								300,000
314115 Dewatering - Total								300,000

**Section: 314116 Sheet Piling**

**Estimate 1**

Section Estimate of

10	Quantity per quantity ***							0.00
31	Yong Soller Pile / Wood Landing System of Composite Pile	1,000.00	ea				78,120	78,120
32	Yong Soller Pile / Wood Landing System of Drive Wall	1,000.00	ea				78,120	78,120
Estimate 1 - Total								156,240
314116 Sheet Piling - Total								156,240

**Section: 320000 Site Improvements**

320000 Site Improvements  
Overridden to... 0  
See Distribution Below

**Overridden** Section Estimate of

- Total								0.00
320000 Site Improvements - Total								0
Estimate 1 - Overridden Contract (Schedule)								0
320000 Site Improvements - Total								0

**Section: 321216 Paving & Surfacing**

321216 Paving & Surfacing  
Overridden to... 0  
See Distribution Below

**Overridden** Section Estimate of

- Total								0.00
---------	--	--	--	--	--	--	--	------

**Section: 321216 Paving & Surfacing**

BFL Construction Services, LLC  
 Project Address: #1 #2/Overlaid

Capital Region Aquatics Center / Adkinsbrook Aquatics Center Rehabilitation  
 Estimate No: 32111 Estimate Date: 12/09/23

Line No.	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>32116 Paving &amp; Surfacing - Total</b>								
								0
Zone 1 - Override Column (Budgeted)								0
<b>32116 Paving &amp; Surfacing - Total</b>								<b>0</b>

**Section: 321600 Site Concrete & Curb**

Zone 1				Budgeted				
Item	Description	Quantity	Unit	Labor	Equip	Material	Sub	Total
<b>Zone 1 - Total</b>								
<b>321600 Site Concrete &amp; Curb - Total</b>				<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Header

Section: 321600 Site Concrete & Curb

# EXHIBIT B



This is a **FINAL VERSION** of your submission for the NY SWIMS RFI. This is what New York State & DASNY will review. Your responses are shown as of 3/12/2024 10:51:05 AM EST.

Final package was submitted by Geoffrey Hall on 3/12/2024.

## NARRATIVE RESPONSES

**Question 1 | Are you interested in constructing a new pool facility in your constituency?**

- If so, have you developed an estimate for the capital construction work? If yes, what is the estimated cost? (Estimates should reflect permanently installed features to improve accessibility for individuals with disabilities; necessary facilities or amenities related to pool activities, operations and safety).
- If so, would a new pool facility be an outdoor seasonal facility or indoor year-round facility?
- If so, would a new pool facility be constructed within a natural waterbody? Please describe.
- If you are not interested in constructing a pool facility, what are the reason(s) why not?

Governor Hochul should be commended for recognizing, and for bringing attention to, the fact that drowning is the leading cause of death for children ages 1-4 and that climate change will increase extreme heat events. Schenectady County shares these concerns and has been working in partnership with SUNY Schenectady County Community College and the Capital Region Aquatic Center in an effort to construct a new pool facility to address the same goals as the NY SWIMS initiative. A matching grant from the NY SWIMS initiative would be critical to bringing this project to fruition. Under the model we propose, the Capital Region Aquatic Center would operate the facility, which will be an indoor year-round aquatic center. It will not be constructed w/in a natural waterbody. The large-scale facility will serve as a community resource and gathering place where aquatic activities will be available to residents of Schenectady County and the Capital Region, including SUNY Schenectady students/faculty. The goals of the project are to prevent drownings, improve community health and wellbeing, and provide a center for competition. **Reduce Drowning Deaths:** Programming will teach swimming life skills that will reduce drowning deaths, especially among high-risk populations. Half of the U.S. population do not know how to swim and children in disadvantaged areas ages 5-14 are six more likely to drown than other children of the same age. This project will help to mitigate the marginalization of children in disadvantaged neighborhoods by providing universal access to water skills that are pivotal to saving lives of children while advancing their physical and social development. **Community Health:** The CDC has noted that swimming decreases the risk of chronic illness, has a positive impact on mental - physical health, and is a lifelong activity. This facility will make aquatic activities accessible to all ages, abilities, and socio-economic backgrounds. It will have at least one therapy pool to allow people to heal in a safe, aquatic environment. Partnerships with organizations that serve children, seniors, vets and people with disabilities will result in programming that will increase physical activity and improve the wellbeing of the community. **Provide a Center for Competition:** The facility will host large-scale regional and national aquatic events. There is no other facility in the northeast that can accommodate these events. The leading aquatic consultant in the US conducted a market and feasibility study which determined the need for this facility in the northeast and identified Schenectady as a viable market to host these events. The Aquatic Center will be a tourism driver and will foster economic growth. Events at the facility are expected to bring more than \$9.4 million to the region's economy annually. More than 100,000 athletes and spectators who attend events each year will purchase meals, accommodation, and services during their visits. The Aquatic Center will create new jobs and provide youth with opportunities to learn about related careers. The facility will be accessible from downtown Schenectady and surrounding neighborhoods, including several of the city's neighborhoods inhabited by populations with higher rates of poverty and negative health outcomes. The center will serve as a community space where residents can gather for activities and events that build positive relationships and encourage health and wellness through physical activity. The Aquatic Center has consulted with local and national experts and leadership at similar facilities to inform its plan, and has consulted architects, engineers, and general contractors to develop estimates for both construction and operation. Using this information, the Aquatic Center estimates that the cost of construction will be approximately \$41 million and once fully operational, the organization will have an annual operating budget of just under \$2.3 million. The facility's benefits align with community education and access to higher education. The facility will supplement existing training resources for first responders, offering year-round indoor training beyond the current training only possible during the summer. And as a key partner, SUNY Schenectady will be reviewing its academic offerings to enhance its educational offerings, internship possibilities, and the ways in which this facility can support the College's mission to provide access to higher.

**Question 2 | Do you currently have an existing pool facility that requires redevelopment to be functional?**

- If so, please describe the work necessary to make the pool operational and an approximate cost.
- If so, would the renovated pool facility operate seasonally or year-round?
- If so, how many individuals does your facility serve?
- If so, how will the renovated facility provide accessibility to individuals with disabilities?

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1/4

No, Schenectady County and its partners do not have an existing pool facility that requires redevelopment to be functional.

**Question 3 | Do you currently have an operational pool facility and wish to increase capacity, which may include enclosing the pool, to serve more people?**

a. If no, please describe the work necessary to achieve your goals, an approximate cost, and anticipated increase in capacity.

No, Schenectady County and its partners do not have an operational pool facility.

**Question 4 | If you already have an operational pool facility, describe the annual maintenance and operational costs for the pool facility and the source of the funding for ongoing operations and maintenance.**

Schenectady County and its partners do not have an operational pool facility.

**Question 5 | If you do not currently have an operational pool facility but are interested in constructing one, please describe your plan to fund ongoing staffing, operations and maintenance once the facility is constructed.**

The innovation of this project is rooted in the fact that it will be a year-round multi-use facility that will meet several community needs through a diverse array of activities. This also positions it well to access various sources of revenue. Capital Region Aquatic Center will operate the facility, which will be owned by Schenectady County. Any future profits above the expenses derived from the operation of the facility will be dedicated to the future capital needs within the building and property. SUNY Schenectady will remain a key partner as the facility becomes operational. Capital Region Aquatic Center is a 501(c)(3) nonprofit organization with a growing presence in the region. The organization's anticipated operating budget includes revenue in the form of day passes and memberships, fees for swimming lessons, as well as rental fees paid by competitive aquatic teams and related events. Rental fees paid by community organizations, such as the YMCA, and Boys and Girls Club, who will use the center for their own programming and health care providers who will provide aquatic therapy, is another form of revenue. Large scale competitive aquatic events will bring revenue from regional and national organizations, corporate sponsorships, and a preferred hotel program. The organization already has preliminary commitments from 10 regional and national organizations interested in using the center, including USA Swim Clubs, Adirondack Swimming District, and Special Olympics. Ancillary services in the form of concession sales, pro shop rentals, and dry space rentals round out expected revenue sources. Additional opportunities for revenue will come from Capital Region Aquatic Center's partnerships with Schenectady County and SUNY Schenectady. These partnerships will expand the use of the facility to potentially include additional sources of revenue.

**Question 6 | Describe your plan for staffing the public swimming facility including, but not limited to, lifeguards and swim instructors.**

Capital Region Aquatic Center's plan for operations includes several full-time and part-time positions in its operations. Operations will be led by an Aquatics Executive Director, with an Assistant to the Director who will be responsible for human resources and development. Other administrative staff will include a bookkeeper/office manager and a Facility/Events Manager and maintenance staff. Three managers will oversee various facets of daily activities, including lifeguarding and safety, and instruction. Part-time lifeguards and instructors will report to these managers. Front desk staff and a part-time concessionaire round out the staffing plan. The last two months of construction will include a commissioning period for the building, during which staff will need to be on-hand to learn about mechanical systems for the building and pools. Additionally, certain key staff will be involved in the pre-planning for the programs and operation of the facility. Schenectady County has recently invested ARPA funding into the sale of the Duanesburg YMCA to a private investment group. Part of the public benefits agreement given to the county is the provision to hold lifeguard training for regional partners. During the construction phase of the Capital Region Aquatic Center building, lifeguards can be trained while construction is happening at the Duanesburg site. That means on day one of the Capital Region Aquatic Center opening lifeguards will be available to work.

**Question 7 | Do you charge (or plan to charge) a fee to swim? For swim lessons? For use of lockers? Any other use fees, including parking fees or park access fees?**

Capital Region Aquatic Center plans to charge fees to swim in the form of day passes and memberships. It will also charge fees for swim lessons and dry space rental. However, to remain accessible to all community residents, the organization plans to offer free and reduced cost access to the facility and will partner with businesses, other organizations, and philanthropists who are interested in covering costs for swim lessons and other aquatic activities for residents who are from low-income households or are representative of underserved populations. The organization does not plan to charge parking fees.

**Question 8 | Is your existing or planned swimming facility accessible by public transportation?**

Yes, the CDTA Gateway Mobility Hub is just steps away from the proposed Capital Region Aquatic Center site. It is a first-of-its-kind, transit-specific focus area that will accommodate up to 10 transit routes that traverse the entire Capital District, including CDTA's Red Line BRT, a parked Car Share on site, and CDPHP bicycles. CDTA's transportation opportunities provide direct connections to Albany, Saratoga and Troy. The facility will also be supported by CDTA's Universal Access program ensuring rider mobility throughout the region.

3/12/24, 1:35 PM

Responses

In anticipation of increased demand for students and the local residents who wish to take swim lessons and participate in aquatics, as well as residents who will become employees at and help operate the facility.

**Question 9 | Do you or do you plan to require membership for individuals to access your swimming facility?**

Memberships will be available but not required. Day passes will also be available. Scholarships and reduced cost memberships and day passes will be available to community members who are from low-income households or who are representative of underserved populations.

**Question 10 | Would you be open to allowing all members of the public to utilize your swimming facility?**

- a. If so, please detail the estimated cost structure to broaden access to the public, or subsidy required to provide access free of charge.

This partnership between Schenectady County, Capital Region Aquatic Center, and SUNY Schenectady endeavors to create a facility that will be a community resource and gathering space where all members of the community can access activities which reduce drowning and increase health and wellbeing. Capital Region Aquatic Center is developing a model that encourages community-wide use of its facility, especially targeting those populations who are least likely to have swimming skills, opportunities for regular exercise, and access to positive social activities. These populations include residents of disadvantaged neighborhoods who are less likely to have swimming skills and more likely to experience health conditions that can be mitigated by regular exercise, as well as people who are differently abled, such as children with Autism and veterans with disabilities, who are often left out of opportunities for physical activity. The Aquatic Center has already identified several local businesses and philanthropists who want to cover the costs of subsidies that will provide free or reduced-cost access to the facility.

**Question 11 | If the State were to offer a matching grant program to assist with the capital costs of constructing and/or renovating a pool facility, would you be interested in applying?**

- a. Why or why not?  
b. How much of a local match share would you consider to be reasonable? Please provide as a percentage.  
c. Describe the costs that you would pay for using grant funding.

Yes, Schenectady County and its partners would apply for a matching grant program offered by the State to cover a portion of the capital costs to build its facility. Though Capital Region Aquatic Center has already raised more than half of the \$41 million required for construction, comprised of public grants, private donations, and state and local funding, the partners still need additional funding to break ground on the project. A NY SWIMS grant from the State would close the gap and allow the partners to build its facility. A local match share of 50% would be reasonable.

**Question 12 | Have you evaluated whether any additional permits are required to operate a temporary or permanent facility? Please describe.**

Yes, the partnership has identified that permits from the State and local government are required to operate a permanent facility. This includes a Pool Operator Certificate from the NYS Department of Health.

**Question 13 | Do you have interest in procuring, operating and maintaining a temporary, movable, or "pop-up" pool facility in your community?**

- a. If so, please describe the temporary pool facility, including ancillary physical assets to ensure health and safety.  
b. If so, would you charge a fee to swim or any other fees?

Schenectady County, SUNY Schenectady, and Capital Region Aquatic Center are not interested in procuring, operating, and maintaining a temporary, movable, or "pop-up" pool facility.

**Question 14 | Do you now or do you intend to partner with other groups to operate or maintain a pool facility?**

Schenectady County, in partnership with SUNY Schenectady and Capital Region Aquatic Center, plans to construct a new pool facility on land owned by the County in trust for SUNY Schenectady. Capital Region Aquatic Center will operate the completed facility and develop partnerships with other entities to help with operations and maintenance of the facility. It has already identified local businesses and philanthropists who will fund various aspects of operations, such as free and reduced-cost swimming lessons and access to the pool.

**Question 15 | Do you now or do you intend to operate learn to swim programs at a pool facility?**

Capital Region Aquatic Center's mission includes goals to reduce drowning deaths and increase community health. Therefore, it absolutely intends to operate learn-to-swim programs for both children and adults at its pool facility. Partnerships with local schools and a plan for subsidized swim lessons will allow the Aquatic Center to teach 1,200 children to swim each year, including those who can't afford the cost of swim lessons. The organization will leverage existing resources to fund subsidized swimming lessons, such as USA

2/13/24, 1:28 PM

Response

Swimming's "Make a Splash" program which provides swimming lessons to children, and US Master Swimming's learn-to-swim initiatives for adults. It will also partner with local businesses and philanthropists to raise funds that will cover subsidies for swim lessons.

# EXHIBIT C

**Capital Investment Analysis**



**SCHENECTADY COUNTY'S RESOLUTION**



**RESOLUTION 108-24**

*Sponsored by the Committee on Rules:*

**A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A PRELIMINARY AGREEMENT WITH SUNY SCHENECTADY AND ADIRONDACK AQUATIC CENTER FOR THE CONSTRUCTION AND OPERATION OF AN AQUATIC CENTER**

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

**WHEREAS**, the County Attorney by memorandum dated May 9, 2024 recommends that Schenectady County enter into a preliminary agreement with SUNY Schenectady and Adirondack Aquatic Center (a not-for profit corporation) regarding the operation and construction of an Aquatic Center on land owned by Schenectady County; and

**WHEREAS**, the County Attorney advises that the proposed Aquatic Center will be 80,000+/- square feet that will be constructed on County-owned land that is adjacent to SUNY Schenectady; and

**WHEREAS**, the County Attorney further advises that the most recent estimate for the construction of the Aquatic Center is \$41,731,551.00; and

**WHEREAS**, the County Attorney further advises that there are three primary sources for funding of this project:

1. The State University of New York provides fifty percent (50%) of funding of the cost of SUNY Schenectady construction projects;
2. The Adirondack Aquatic Center has raised \$21.5 million for this project; and



3. Schenectady County will provide \$5 million, and any other additional funds necessary for the final fifty percent match; and

**WHEREAS**, the County Attorney further advises that the County will be responsible for the construction of the Aquatic Center, including all phases of design architecture and engineering after consultation and agreement with SUNY Schenectady and the Adirondack Aquatic Center; and

**WHEREAS**, the County Attorney further advises that upon completion of construction of the Aquatic Center the County will own the facility in trust for SUNY Schenectady; and

**WHEREAS**, the County Attorney further advises that the Aquatic Center will be operated by SUNY Schenectady; and

**WHEREAS**, the County Attorney further advises that a newly created Aquatic Center Oversight Advisory Board comprised of seven members will make recommendations for the operation of the Aquatic Center; and

**WHEREAS**, the County Manager by memorandum dated May 10, 2024 recommends that Schenectady County enter into the aforesaid Preliminary Agreement for the operation and construction of an Aquatic Center on land owned by Schenectady County; now, therefore be it

**RESOLVED**, that the County Manager be and he hereby is authorized, after approval of the County Attorney as to form and content, to negotiate and to execute a Preliminary Agreement with SUNY Schenectady and Adirondack Aquatic Center consistent with the provisions of this Resolution.

5/14/2024: Reported from the Committee on Rules (R31)  
5/14/2024: Adopted by the County Legislature

Ayes: 10.9813 (Constantino, Fields, Gatta, Hess, Hughes, Jascuski, Ostreich,  
Pafforne, Pratt, Samuel, Vellano)  
Nays: 0.9112 (Cuomo)  
Absent: 2.0530 (Frisoni, Ruzzo)  
Abstains: 0.0000  
Excused: 1.0545 (McGill)

**Resolution 108-24**

STATE OF NEW YORK }  
County Legislature }  
County of Schenectady }

I have compared the preceding copy with the original resolution adopted by the Schenectady County Legislature at a meeting held May 14, 2024 on file in this office, and I do HEREBY CERTIFY the same to be a correct transcript there from in the whole of the original.

WITNESS my hand and the seal of the Schenectady County Legislature at the City of Schenectady this 15th day of May, Two Thousand Twenty-Four.

  
Geoffrey T. Hall, Clerk,  
Schenectady County Legislature

**SCHENECTADY COUNTY COMMUNITY  
COLLEGE'S RESOLUTION**

**RESOLUTION #  
MAY**

**A RESOLUTION AUTHORIZING THE PRESIDENT OF SUNY  
SCHENECTADY TO ENTER INTO A PRELIMINARY  
AGREEMENT WITH SCHENECTADY COUNTY AND  
ADIRONDACK AQUATIC CENTER FOR THE CONSTRUCTION  
AND OPERATION OF AN AQUATIC CENTER**

**WHEREAS**, the SUNY Schenectady President by memorandum dated May 9, 2024 recommends that Schenectady County enter into a preliminary agreement with Schenectady County and Adirondack Aquatic Center (a not-for profit corporation) regarding the operation and construction of an Aquatic Center on land owned by Schenectady County; and

**WHEREAS**, the President advises that the proposed Aquatic Center will be 80,000+/- square feet that will be constructed on County-owned land that is adjacent to the Student Housing; and

**WHEREAS**, the most recent estimate for the construction of the Aquatic Center is \$41,731,551.00; and

**WHEREAS**, there are three primary sources for funding of this project:

1. The State University of New York provides fifty percent (50%) of the eligible funding of the cost of SUNY Schenectady construction projects;
2. The Adirondack Aquatic Center has raised \$21.5 million for this project; and
3. Schenectady County will provide \$5 million, and any other additional funds necessary for the final fifty percent match; and

**WHEREAS**, the SUNY Schenectady President further advises that the County will be responsible for the construction of the Aquatic Center, including all phases of design architecture and engineering after consultation and agreement with SUNY Schenectady and the Adirondack Aquatic Center; and

**WHEREAS**, upon completion of construction of the Aquatic Center the County will own the facility in trust for SUNY Schenectady; and

**WHEREAS**, the Aquatic Center will be operated by SUNY Schenectady ;  
and

**WHEREAS**, the SUNY Schenectady President advises that a newly created Aquatic Center Oversight Advisory Board comprised of seven members will advise and make recommendations on the operation of the Aquatic Center;  
and

**WHEREAS**, the SUNY Schenectady President recommends that Schenectady Board of Trustees enter into the aforesaid Preliminary Agreement for the operation and construction of an Aquatic Center on land owned by Schenectady County; now, therefore be it

**RESOLVED**, that the SUNY Schenectady President be and he hereby is authorized to negotiate and to execute a Preliminary Agreement with Schenectady County and Adirondack Aquatic Center consistent with the provisions of this Resolution.

**ADDENDUM**

**Board Members of the Adirondack Aquatic Center**  
Kara Haraden  
Mike Rejyea  
Sara Gregory  
Laura Davis  
Vince Versaci  
Jeff Frankel  
Taylor Slone



**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: September 27, 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, September 30, 2024 at 7:00 p.m  
 Schenectady County Office Building,  
 Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	19 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE FEDERAL AVIATION ADMINISTRATION AND THE NYS DEPARTMENT OF TRANSPORTATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT	Legislator Patierne	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/27/2024  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:** Ways and Means  
**Initiative:** PFTI 19

**Title of Proposed Resolution:**

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

**Purpose and General Idea:**

Provides Authorization to Accept Federal Aviation Administration Funding for Taxiways A (South) and B Construction and Construction Inspection.

**Summary of Specific Provisions:**

Authorizes the acceptance of \$3,015,784 in funding from the NYS Department of Aviation provided by the Federal Aviation Administration, for Taxiways A (South) and B construction and construction inspection. The grant breakdown consists of 90% funding from the federal government, 5% from the NYS government, and a 5% match from Schenectady County.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2024 Capital Budget to correct the project budget based on the final award contract from the FAA.

Decrease Appropriation Code By:

H545610.401000	
5610240003-0001-0401	\$649,127

Decrease Revenue Code By:

H93333.5710	
5610240003-5710-0000	\$32,457
H33333.3592	
5610240003-3592-0000	\$32,454
H43333.4592	
5610240003-4592-0000	\$584,216

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

**Justification:**

This grant funding would support associated costs with the rehabilitation of the taxiway's pavement structures and the replacement of all signage and lighting to meet current Federal Aviation Administration (FAA) requirements on a portion of Taxiway A (South) and the entirety of Taxiway B.

**Sponsor:** Legislator Patierne  
**Co-Sponsor:**

# COUNTY OF SCHENECTADY



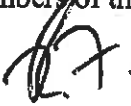
RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

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

**Date:** September 27, 2024

**RE:** Authorization to Accept Federal Aviation Administration Funding for Taxiways A (South) and B Construction and Construction Inspection

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Attached are memoranda from Paul Sheldon, Director of Public Works, and Peter Knutson, Director of Bureau of Engineering, requesting authorization to accept \$3,015,784 from the Federal Aviation Administration for Taxiways A (South) and B construction and construction inspection. As Mr. Knutson indicates, this funding will support costs associated with rehabilitation of the pavement structure of the taxiways as well as replacing all signage and lighting to meet current Federal Aviation Administration requirements.

The total project cost is \$3,350,873. Of that amount, this Federal funding will cover 90% of the costs. New York State and Schenectady County each have a cost share of 5%.

I recommend your approval.



**Schenectady County  
Inter-Department Memorandum**

**DATE:** August 8, 2024  
**TO:** Rory Fluman, County Manager  
**FROM:** Paul Sheldon, Director of Public Works  
**COPIES:** File  
**SUBJECT:** Taxiways A (south) and B Construction

PS

---

I have attached a memorandum from Peter Knutson, Director of Bureau of Engineering, regarding acceptance of a federal grant awarded to the County for the construction and construction inspection of Taxiway A (south) and Taxiway B at the Schenectady County Airport. The total cost of the project is \$3,350,873.00. The County's share of the project is 5% of the total cost or \$167,543.00.

Construction is planned for the Spring of 2025.

We recommend approval of the grant.

# COUNTY OF SCHENECTADY

## Memorandum

DATE: August 8, 2024

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

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

COPY: File

SUBJECT: New York State Department of Aviation Grants for Taxiway Rehabilitation and Taxiway A (south) and B Construction and Construction Inspection (CA/CI).

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We are requesting the legislature accept the grant awarded to the County as part of the Federal Grant process for the rehabilitation of Taxiway's A (south) and B Construction and Construction Inspection (CA/CI) grant. These 2 taxiways have not had any significant construction work on them for 20 years prior to these projects.

The grant is for the rehabilitation of the pavement structure and to replace all signage and lighting to meet current Federal Aviation Administration requirements on a portion of Taxiway A (South) and the entirety of Taxiway B.

The funding breakdown is as follows:

Project	Federal Share	State Share	Local Share	Total
Taxiway A (South), B Construction (CA/CI)	\$3,015,784.00	\$167,543.00	\$167,543.00	\$3,350,873.00

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:** September 23, 2024  
**SUBJECT:** Capital Budget Amendment – Airport Runway Taxiways A (South) and B

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The Department of Finance provides the following amendment to the 2024 Capital Budget to correct the project budget based on the final award contract from the FAA.

Decrease Appropriation Code By:

H545610.401000	\$649,127
5610240003-0001-0401	

Decrease Revenue Code By:

H93333.5710	\$32,457
5610240003-5710-0000	
H33333.3592	\$32,454
5610240003-3592-0000	
H43333.4592	\$584,216
5610240003-4592-0000	

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

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification:	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$10,000
2. Preliminary expense			
3. Land, structures, right-of-way			356000
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2983393
12. Equipment			
13. Miscellaneous			1480
14. Subtotal (Lines 1 through 13)			\$3,350,873
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$3,350,873
19. Federal Share requested of Line 18			3015784
20. Grantee share			167543
21. Other shares			167546
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$3,350,873

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g.	<b>Total</b>

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	167543
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	167546
b. Other	
c. TOTAL - Other Shares	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$335,089</b>

**SECTION E – REMARKS**  
 (Attach sheets if additional space is required)

EXHIBIT A: APRIL 2021

Rehabilitate 2,300 feet of existing Taxiway B Pavement, including two stub taxiways to the North General Aviation Ramp (2,300 ft x 50ft) - Construction

Reconstruct the existing Taxiway A South Edge Lighting from the Runway 4 end to Taxiway B - Construction

Reconstruct the existing Taxiway B Edge Lighting - Construction

Reconstruct the existing Taxiway A South signage - Construction

Reconstruct the existing Taxiway B signage - Construction

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 29 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### **CONDITIONS**

**1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,015,784.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,015,784 for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

**2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Eastern Region  
New York

New York Airports District Office:  
159-30 Rockaway Blvd, Rm 111  
Jamaica, NY 11434-4848

09/09/2024

Rory Fluman, County Manager  
Schenectady County  
100 Keller Ave  
Schenectady, New York 12306

Dear Mr. Fluman:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-36-0106-068-2024 at Schenectady County Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

**You may not make any modification to the text, terms or conditions of the grant offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment.*** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing.*** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

**Audit Requirements.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Sophia Parise, (718) 995-5749, Sophia.M.Parise@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Evelyn Martinez  
Manager, New York Airports District Office





U.S. Department of Transportation  
Federal Aviation Administration

**FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)**

**FY 2024 AIP**

**GRANT AGREEMENT**

**Part I - Offer**

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Federal Award Offer Date	09/09/2024
Airport/Planning Area	Schenectady County Airport
Airport Infrastructure Grant Number	3-36-0106-068-2024
Unique Entity Identifier	JE9WHU4NGJJ8

TO: County of Schenectady  
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated January 17, 2024, for a grant of Federal funds for a project at or associated with the Schenectady County Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Schenectady County Airport (herein called the "Project") consisting of the following:

Rehabilitate 1,800 feet of existing Taxiway A South Pavement from the Runway 4 end to Taxiway B (1,800 ft x 60ft) - Construction

Rehabilitate 2,300 feet of existing Taxiway B Pavement, including two stub taxiways to the North General Aviation Ramp (2,300 ft x 50ft) - Construction

Reconstruct the existing Taxiway A South Edge Lighting from the Runway 4 end to Taxiway B - Construction

Reconstruct the existing Taxiway B Edge Lighting - Construction

Reconstruct the existing Taxiway A South signage - Construction

Reconstruct the existing Taxiway B signage - Construction

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 ( P.L. 116-260, Division I); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 29 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,015,784.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,015,784 for airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant includes funding from the Small Airport Fund, in accordance with 49 U.S.C. § 47116.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end

date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. **Close Out and Termination**

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
  2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
  4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
  5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
  6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
  7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
  - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects, if funds are available;
  - c. May be increased by not more than the greater of the following for a land project, if funds are available:
    1. 15 percent; or
    2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

**PUBLIC SPONSORS.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
  - c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.
21. **Ban on Texting While Driving.**
- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.
22. **Trafficking in Persons.**
- a. *Posting of contact information.*
    1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
  - b. *Provisions applicable to a recipient that is a private entity.*
    1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients’ employees may not:
      - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

- ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
    - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
  - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
    - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
      - a) Associated with performance under this Grant; or
      - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
  - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
    - i. Associated with performance under this Grant; or
    - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
  - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
  - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
  - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
  - 1. “Employee” means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
  - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 01, 2015, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
    - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
      - i. Gross mismanagement of a Federal grant;
      - ii. Gross waste of Federal funds;
      - iii. An abuse of authority relating to implementation or use of Federal funds;
      - iv. A substantial and specific danger to public health or safety; or
      - v. A violation of law, rule, or regulation related to a Federal grant.



2. **Persons and bodies covered.** The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. **Investigation of Complaints.**
  1. **Submission of Complaint.** A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  2. **Time Limitation for Submittal of a Complaint.** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  3. **Required Actions of the Inspector General.** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. **Remedy and Enforcement Authority.**
  1. **Assumption of Rights to Civil Remedy.** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan

(alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

### SPECIAL CONDITIONS

30. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
31. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
32. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
33. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49

U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
- b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
- c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
  1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
    - i. Location of all runways, taxiways, and aprons;
    - ii. Dimensions;
    - iii. Type of pavement; and,
    - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
  2. Inspection Schedule.
    - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
    - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
  3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
    - i. Inspection date;
    - ii. Location;
    - iii. Distress types; and
    - iv. Maintenance scheduled or performed.
  4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

**34. Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
  1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
  2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
  3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
  4. Qualifications of engineering supervision and construction inspection personnel;
  5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
  6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such Independent tests determine that Sponsor test results are inaccurate.

**35. Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

**36. Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

**37. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

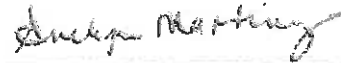
**38. Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



*(Signature)*

**Evelyn Martinez**

*(Typed Name)*

**Manager, New York Airports District Office**

*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated 09/09/2024

**County of Schenectady**

*(Name of Sponsor)*

*Rory Fluman*

Rory Fluman (Sep 9, 2024 11:48 EDT)

*(Signature of Sponsor's Authorized Official)*

**By: Rory Fluman**

*(Typed Name of Sponsor's Authorized Official)*

**Title: County Manager**

*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of   New York  . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, It is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By \_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



## ASSURANCES

### AIRPORT SPONSORS

#### A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

#### B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended – 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. <sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed In Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

#### **FOOTNOTES TO ASSURANCE (C)(1)**

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- <sup>1</sup> These laws do not apply to airport planning sponsors.
  - <sup>2</sup> These laws do not apply to private sponsors.
  - <sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
  - <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
  - <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
  - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
  - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.



- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  - 1. Operating the airport's aeronautical facilities whenever required;
  - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

### **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
  - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
  - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

## 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, It will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
  3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
  2. So long as the sponsor retains ownership or possession of the property.
- d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (County of Schenectady), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. **Required Contract Provisions.**
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
  2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
  3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
  4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-



sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of January 17, 2024.

### **35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

### **36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text" value="01/17/2024"/>	4. Applicant Identifier: <input type="text" value="SCH"/>	
5a. Federal Entity Identifier: <input type="text" value="36-0106"/>	5b. Federal Award Identifier: <input type="text" value="3-36-0106-xxx-2024"/>	
<b>State Use Only:</b>		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
<b>B. APPLICANT INFORMATION:</b>		
* a. Legal Name: <input type="text" value="Schenectady County"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="14-6002431"/>	* c. UEI: <input type="text" value="JE9WHU4NGJJ8"/>	
<b>d. Address:</b>		
* Street1: <input type="text" value="100 Keller Ave."/>	Street2: <input type="text"/>	
* City: <input type="text" value="Schenectady"/>	County/Parish: <input type="text" value="Schenectady County"/>	
* State: <input type="text" value="NY: New York"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="12306-1126"/>	
<b>e. Organizational Unit:</b>		
Department Name: <input type="text" value="Department of Engineering &amp; PW"/>	Division Name: <input type="text"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix: <input type="text"/>	* First Name: <input type="text" value="Paul"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="Sheldon"/>		
Suffix: <input type="text"/>		
Title: <input type="text" value="Commissioner of Aviation"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="518-356-5340, ext. 3234"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="paul.sheldon@schenectadycounty.com"/>		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

E: County Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

Federal Aviation Administration (FAA)

**11. Catalog of Federal Domestic Assistance Number:**

20.106

**CFDA Title:**

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

-

**\* Title:**

**13. Competition Identification Number:**

-

**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Taxiway A (South) and Taxiway B Rehabilitation (Construction and CA/CI)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant:

\* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	3,015,784.00
* b. Applicant	167,543.00
* c. State	167,546.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	3,350,873.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

21. "By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurance\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurance, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:

Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

**Application for Federal Assistance (Development and Equipment Projects)**

**PART II – PROJECT APPROVAL INFORMATION**

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency)	on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project is located within sponsor-owned property.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default of any obligation to the United States or any agency of the United States government.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor has no facts/circumstances which would prevent completion of the project or compliance with Assurances

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with plans of public agencies authorized by the State of New York.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The property has given fair consideration to the interest of communities near the airport.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Airport users and stakeholders will be involved and considered during the design process.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The project qualified for Categorical Exclusion under NEPA guidelines; therefore no Public Hearing was conducted.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A



**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**10. Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The project is located within sponsor-owned property.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

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<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$10,000
2. Preliminary expense			
3. Land, structures, right-of-way			356000
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2983393
12. Equipment			
13. Miscellaneous			1480
14. <b>Subtotal</b> (Lines 1 through 13)			<b>\$3,350,873</b>
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less:</b> Ineligible Exclusions (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			<b>\$3,350,873</b>
19. Federal Share requested of Line 18			3015784
20. Grantee share			167543
21. Other shares			167546
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			<b>\$3,350,873</b>

<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	167543
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	167546
b. Other	
c. <b>TOTAL - Other Shares</b>	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$335,089</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
EXHIBIT A: APRIL 2021

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> Taxiway A (South) and Taxiway B Rehabilitation (Construction and CA/CI)
<b>AIRPORT:</b> Schenectady County Airport (SCH)
<b>1. Objective:</b> This project will include the construction, construction administration, and construction inspection for the rehabilitation of Taxiway A (South) and Taxiway B at Schenectady County Airport (SCH).
<b>2. Benefits Anticipated:</b> This project will include the rehabilitation of asphalt pavement for Taxiway A (South) and Taxiway B which will increase the useful lifespan of the surfaces. This project will also replace the existing taxiway lighting system, along with airfield signage, electrical regulators, and conduits to prevent potential safety issues from developing.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) All improvements will meet current FAA Standards.  -Replace the asphalt pavement surface with milling and overlay of FAA P-401 Hot Mix Asphalt -Replace the existing taxiway lighting with new Medium Intensity Taxiway Lights (MITL) -Install new airfield signage, electrical regulators, and conduits -This project will include temporary and permanent taxiway pavement markings
<b>4. Geographic Location:</b> Schenectady County Airport [42° 51' 9.2" N / 73° 55' 44.3" W]
<b>5. If Applicable, Provide Additional Information:</b> Note, this project was designed in FY-2022 and is depicted on an approved Airport Layout Plan (ALP).
<b>6. Sponsor's Representative:</b> (include address & telephone number) Representative: Paul Sheldon Address: 100 Kellar Avenue; Schenectady, NY 12306-1126 Phone Number: 518-356-5340, ext. 3234

Item Description		Work Code	Percentage of Work	Construction	GA / CI	Spencer Administration	Independent Fee	FAA	NTS	SEI
							Retainage	90%	5%	5%
Taxiway 'A' Pavement Rehabilitation (1,800 x 60')	70%	RE TV JM (NPR 70)	77.7%	\$ 1,622,908	\$ 195,657	\$ 5,440	\$ 805	\$ 1,640,529	\$ 91,141	\$ 91,140
Taxiway 'B' Pavement Rehabilitation (2,300 x 50')	30%			\$ 695,532	\$ 82,996	\$ 2,331	\$ 345	\$ 705,083	\$ 39,061	\$ 39,060
				\$ 2,310,440	\$ 278,653	\$ 7,771	\$ 1,150	\$ 2,343,632	\$ 130,202	\$ 130,200
Taxiway 'A' Edge Lighting	70%	RC TV LJ (NPR 70)	18.9%	\$ 395,117	\$ 47,149	\$ 1,324	\$ 196	\$ 399,497	\$ 22,190	\$ 22,189
Taxiway 'B' Edge Lighting	30%			\$ 103,336	\$ 20,207	\$ 568	\$ 84	\$ 171,175	\$ 9,510	\$ 9,509
				\$ 498,453	\$ 67,356	\$ 1,892	\$ 280	\$ 570,522	\$ 31,700	\$ 31,698
Taxiway 'A' Airfield Signs (4 Signs)	30%	SC OT SG (NPR 50)	3.4%	\$ 30,150	\$ 3,598	\$ 101	\$ 15	\$ 30,477	\$ 1,694	\$ 1,694
Taxiway 'B' Airfield Signs (10 Signs)	70%			\$ 70,350	\$ 8,394	\$ 236	\$ 35	\$ 71,115	\$ 3,950	\$ 3,951
				\$ 100,500	\$ 11,992	\$ 337	\$ 50	\$ 101,592	\$ 5,644	\$ 5,645
				\$ 1,418,899	\$ 176,009	\$ 52,669	\$ 7,685	\$ 1,471,586	\$ 87,256	\$ 87,253
				\$ 2,903,397	\$ 354,661	\$ 107,544	\$ 15,734	\$ 2,986,336	\$ 167,544	\$ 167,543
				\$ 3,390,000	\$ 419,321	\$ 127,813	\$ 18,419	\$ 3,480,134	\$ 205,363	\$ 205,360

This project will include a full and complete Rehabilitation of Taxiway A (South) and Taxiway B, as well as pavement markings. The project will also include the reconstruction of the existing Newton Newton Taxiway (NPR 70) and Taxiway B. The project also includes the installation of associated airfield signs, corner current replacement and electrical cables, conduits, grounding and associated control structures for the lighting systems.

Construction	\$ 2,903,397
Construction Administration / Construction Inspection	\$ 250,000
Spencer FAA Administration	\$ 10,000
Independent Fee Estimate	\$ 1,480

Minimum Qualification Index (MCI)	
Taxiway 'A' MCI =	53 (Pass)
Taxiway 'B' MCI =	61 (Pass)

**FY-2024 AIRPORT IMPROVEMENT PROGRAM  
FINAL GRANT APPLICATION**

**TAXIWAY A (SOUTH) AND TAXIWAY B  
REHABILITATION  
(CONSTRUCTION AND CA/CI)**

**AT  
SCHENECTADY COUNTY AIRPORT**

**FAA AIP NO. 3-36-0106-XXX-2024**

**JANUARY 2024**

**SUBMITTED BY:  
SCHENECTADY COUNTY DEPARTMENT OF  
ENGINEERING AND PUBLIC WORKS**

**100 KELLAR AVENUE  
SCHENECTADY, NEW YORK 12306  
(518) 356-5340**



**PREPARED BY:  
CHA CONSULTING, INC.**

**3 WINNERS CIRCLE  
ALBANY, NEW YORK 12205  
(518) 453-4500**



# County of Schenectady

## Schenectady County Airport

21 Tower Road, Glenville, New York 12302



*Paul Sheldon, P.E.*  
*Director of Engineering and Public Works*  
*Phone (518) 356-5340, ext. 3234*  
*Fax (518) 357-9547*

*Michael Schadewald*  
*Airport Operations Coordinator*  
*Phone (518) 399-0111*  
*Fax (518) 399-8248*

January 17, 2024

Sophia M. Parise  
Civil Engineer  
FAA – New York Airport District Office  
1 Aviation Plaza, Room 111  
Jamaica, New York 11434

**RE: Final Grant Application  
Schenectady County Airport (SCH)  
Taxiway A (South) and Taxiway B Rehabilitation (Construction and CA/CI)**

Ms. Parise,

Please find the attached Final Grant Application for the Taxiway A (South) and Taxiway B Rehabilitation (Construction and CA/CI) project at Schenectady County Airport (SCH).

The Final Grant Application attached includes the following:

- AIP Grant Application Checklist
- Application for Federal Assistance (Form SF-424)
- Application for Federal Assistance (Form 5100-100)
- Project Cost Breakdown
- Statement by the Sponsor of Cost Reasonableness
- Supporting Documentation
  - Project Sketch
  - Environmental Documentation (CATEX)
  - Consultant Scope and Fee
  - Independent Fee Estimate (IFE)
  - Bid Tabulations
- Sponsor Certifications
  - Form 5100-129, -130, -131, -132, -134, -135
  - Certification Regarding Lobbying
- FAA Advisory Circulars
- FAA Grant Assurances

If you have any comments or questions, please contact Matthew T. Florell of *CHA Consulting, Inc.* at 518-453-4519 or email at [mflorell@chacompanies.com](mailto:mflorell@chacompanies.com).

Sincerely,

Sign Here

**Paul Sheldon, P.E.**  
Commissioner of Aviation  
Schenectady County Department of Engineering and Public Works

## AIP Grant Application Checklist

**AIRPORT NAME:** Schenectady County Airport (SCH) **DATE:** January 17, 2024

**SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #:** 4NHZ3

**SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE:** December 13, 2024

Ref.	Yes	No	N/A	Comments Attached
<b>ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:</b>				
1. Standard Form 424 <i>(signed)</i>	X			
2. Project Cost Breakdown <i>(attached)</i>	X			
3. Project Sketch <i>(at the request of the ADO)</i>	X			
4. Project Narrative <i>(within Form 5100-100 Part IV)</i>	X			
5. Form 5100-100 (parts II – IV) <i>(airport development grants)</i>	X			
6. Bid Tabulations/Negotiated Amounts <i>(attached)</i>	X			
7. Exhibit A <i>(attached or previously submitted to the ADO)</i>			X	Previously On-File
8. Title Certificate or Long-Term Lease Agreement <i>(at the request of the ADO)</i>			X	



Application for Federal Assistance SF-424			
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
* 3. Date Received: <input type="text" value="01/17/2024"/>		4. Applicant Identifier: <input type="text" value="SCH"/>	
5a. Federal Entity Identifier: <input type="text" value="36-0106"/>		5b. Federal Award Identifier: <input type="text" value="3-36-0106-xxx-2024"/>	
<b>State Use Only:</b>			
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>	
<b>8. APPLICANT INFORMATION:</b>			
* a. Legal Name: <input type="text" value="Schenectady County"/>			
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="14-6002431"/>		* c. UEI: <input type="text" value="JE9WHU4NGJJ8"/>	
<b>d. Address:</b>			
* Street1:	<input type="text" value="100 Keller Ave."/>		
Street2:	<input type="text"/>		
* City:	<input type="text" value="Schenectady"/>		
County/Parish:	<input type="text" value="Schenectady County"/>		
* State:	<input type="text" value="NY: New York"/>		
Province:	<input type="text"/>		
* Country:	<input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code:	<input type="text" value="12306-1126"/>		
<b>e. Organizational Unit:</b>			
Department Name: <input type="text" value="Department of Engineering &amp; PW"/>		Division Name: <input type="text"/>	
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>			
Prefix:	<input type="text"/>	* First Name:	<input type="text" value="Paul"/>
Middle Name:	<input type="text"/>		
* Last Name:	<input type="text" value="Sheldon"/>		
Suffix:	<input type="text"/>		
Title:	<input type="text" value="Commissioner of Aviation"/>		
Organizational Affiliation: <input type="text"/>			
* Telephone Number:	<input type="text" value="518-356-5340, ext. 3234"/>	Fax Number:	<input type="text"/>
* Email:	<input type="text" value="paul.sheldon@schenectadycounty.com"/>		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

Federal Aviation Administration (FAA)

**11. Catalog of Federal Domestic Assistance Number:**

20.106

**CFDA Title:**

Airport Improvement Program

**\* 12. Funding Opportunity Number:**

**\* Title:**

**13. Competition Identification Number:**

**Title:**

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Taxiway A (South) and Taxiway B Rehabilitation (Construction and CA/CI)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicants

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="3,015,784.00"/>
* b. Applicant	<input type="text" value="167,543.00"/>
* c. State	<input type="text" value="167,546.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="3,350,873.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:

\* Date Signed:

**Application for Federal Assistance (Development and Equipment Projects)**

**PART II – PROJECT APPROVAL INFORMATION**

<b>Part II - SECTION A</b>	
<b>The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.</b>	
<b>Item 1.</b> Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Item 2.</b> Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 3.</b> Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 4.</b> Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<b>Item 5.</b> Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. if included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
<b>Item 6.</b> Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by (the Cognizant Agency)
on	(Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

**PART II - SECTION B**

**Certification Regarding Lobbying**

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**PART II – SECTION C**

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The project is located within sponsor-owned property.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default of any obligation to the United States or any agency of the United States government.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

The Sponsor has no facts/circumstances which would prevent completion of the project or compliance with Assurances

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with plans of public agencies authorized by the State of New York.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

The property has given fair consideration to the interest of communities near the airport.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Airport users and stakeholders will be involved and considered during the design process.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

The project qualified for Categorical Exclusion under NEPA guidelines; therefore no Public Hearing was conducted.

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

**PART II – SECTION C (Continued)**

**9. Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

**10. Land** -- (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The project is located within sponsor-owned property.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

<sup>1</sup> State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

**PART III – BUDGET INFORMATION – CONSTRUCTION**

<b>SECTION A – GENERAL</b>	
1. Assistance Listing Number:	20.106
2. Functional or Other Breakout:	

<b>SECTION B – CALCULATION OF FEDERAL GRANT</b>			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 10,000
2. Preliminary expense			
3. Land, structures, right-of-way			356,000
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			2,983,393
12. Equipment			
13. Miscellaneous			1,480
14. <b>Subtotal</b> (Lines 1 through 13)			<b>\$ 3,350,873</b>
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. <b>Less: Ineligible Exclusions</b> (Section C, line 23 g.)			
18. <b>Subtotal</b> (Lines 16 through 17)			<b>\$ 3,350,873</b>
19. Federal Share requested of Line 18			3,015,784
20. Grantee share			167,543
21. Other shares			167,546
22. <b>TOTAL PROJECT</b> (Lines 19, 20 & 21)			<b>\$ 3,350,873</b>



<b>SECTION C – EXCLUSIONS</b>	
<b>23. Classification (Description of non-participating work)</b>	<b>Amount Ineligible for Participation</b>
a.	
b.	
c.	
d.	
e.	
f.	
g. <b>Total</b>	

<b>SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE</b>	
<b>24. Grantee Share – Fund Categories</b>	<b>Amount</b>
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	167,543
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. <b>TOTAL - Grantee share</b>	
<b>25. Other Shares</b>	<b>Amount</b>
a. State	167,546
b. Other	
c. <b>TOTAL - Other Shares</b>	
<b>26. TOTAL NON-FEDERAL FINANCING</b>	<b>\$ 335,089</b>

<b>SECTION E – REMARKS</b> (Attach sheets if additional space is required)
EXHIBIT A: APRIL 2021

**PART IV – PROGRAM NARRATIVE**  
(Suggested Format)

<b>PROJECT:</b> Taxiway A (South) and Taxiway B Rehabilitation (Construction and CA/CI)
<b>AIRPORT:</b> Schenectady County Airport (SCH)
<b>1. Objective:</b> This project will include the construction, construction administration, and construction inspection for the rehabilitation of Taxiway A (South) and Taxiway B at Schenectady County Airport (SCH).
<b>2. Benefits Anticipated:</b> This project will include the rehabilitation of asphalt pavement for Taxiway A (South) and Taxiway B which will increase the useful lifespan of the surfaces. This project will also replace the existing taxiway lighting system, along with airfield signage, electrical regulators, and conduits to prevent potential safety issues from developing.
<b>3. Approach:</b> (See approved Scope of Work in Final Application) All improvements will meet current FAA Standards.  -Replace the asphalt pavement surface with milling and overlay of FAA P-401 Hot Mix Asphalt -Replace the existing taxiway lighting with new Medium Intensity Taxiway Lights (MITL) -Install new airfield signage, electrical regulators, and conduits -This project will include temporary and permanent taxiway pavement markings
<b>4. Geographic Location:</b> Schenectady County Airport [42° 51' 9.2" N / 73° 55' 44.3" W]
<b>5. If Applicable, Provide Additional Information:</b> Note, this project was designed in FY-2022 and is depicted on an approved Airport Layout Plan (ALP).
<b>6. Sponsor's Representative:</b> (include address & telephone number) Representative: Paul Sheldon Address: 100 Kellar Avenue; Schenectady, NY 12306-1126 Phone Number: 518-356-5340, ext. 3234

Item Description	Work Code	Percentage of Work	Construction	CA / CI	Spouse Administration	Independent Fee Estimate	FAA 90%	NPS 5%	SOI 5%
Taxiway 'A' Pavement Rehabilitation (1,800' x 60')	RE TW IM (NPR 76)	77.7%	\$ 1,622,008	\$ 193,657	\$ 5,440	\$ 805	\$ 1,640,529	\$ 91,141	\$ 91,140
Taxiway 'B' Pavement Rehabilitation (2,300' x 50')			\$ 695,532	\$ 82,996	\$ 2,331	\$ 345	\$ 703,083	\$ 39,061	\$ 39,060
Taxiway 'A' Edges Lighting		Taxiway Pavement Totals	\$ 2,317,540	\$ 276,653	\$ 7,771	\$ 1,150	\$ 2,441,632	\$ 130,202	\$ 130,200
Taxiway 'B' Edges Lighting			\$ 395,117	\$ 47,149	\$ 1,324	\$ 196	\$ 399,407	\$ 22,190	\$ 22,189
Taxiway 'A' Airfield Signs (4 Signs)		Airfield Lighting Totals	\$ 169,336	\$ 20,207	\$ 568	\$ 84	\$ 171,175	\$ 9,510	\$ 9,509
Taxiway 'B' Airfield Signs (10 Signs)			\$ 564,433	\$ 67,333	\$ 1,892	\$ 280	\$ 570,502	\$ 31,780	\$ 31,679
			\$ 30,150	\$ 3,508	\$ 101	\$ 15	\$ 30,477	\$ 1,604	\$ 1,604
			\$ 70,350	\$ 8,394	\$ 236	\$ 35	\$ 71,113	\$ 3,950	\$ 3,951
		Acronautical Signage Totals	\$ 100,500	\$ 11,992	\$ 337	\$ 50	\$ 101,590	\$ 5,644	\$ 5,643
			\$ 2,983,991	\$ 364,110	\$ 10,499	\$ 1,486	\$ 3,083,967	\$ 167,280	\$ 167,245
						\$ 3,198,573	\$ 3,013,714	\$ 167,246	\$ 167,243

Construction Administration / Construction Inspection	\$ 2,983,393
Spouse FAA Administration	\$ 10,000
Independent Fee Estimate	\$ 1,480

This project will include a full and complete Rehabilitation of Taxiway A (South) and Taxiway B, as well as pavement markings. The project will also include the reconstruction of the existing Medium Intensity Taxiway Lights (MIL) for Taxiway A (South) and Taxiway B. The project also includes the replacement of associated airfield signage, concrete corner reflectors and electrical cables, conduits, grounding and associated circuit accessories for the lighting system.

## Statement by the Sponsor of Cost Reasonableness

Schenectady County Airport (SCH)

AIP 3-36-0106-XXX-2024

The sponsor certifies that in accordance with 2 CFR 200:

- Land and Easement Acquisition** – a cost analysis was performed.
- Equipment Acquisition and Construction (where there is adequate competition)** – a price analysis was performed for the bids received.
- Equipment Acquisition and Construction (where there was not two or more bidders)** – a cost analysis was performed for the bid/proposal/quotes received.
- Negotiated Professional Services** – cost analysis was performed for professional services that were negotiated.

The sponsor further recommends that the FAA accept this statement and analysis which is being submitted within this grant application as evidence of cost reasonableness.

Sign Here

\_\_\_\_\_  
Paul Sheldon  
Commissioner of Aviation

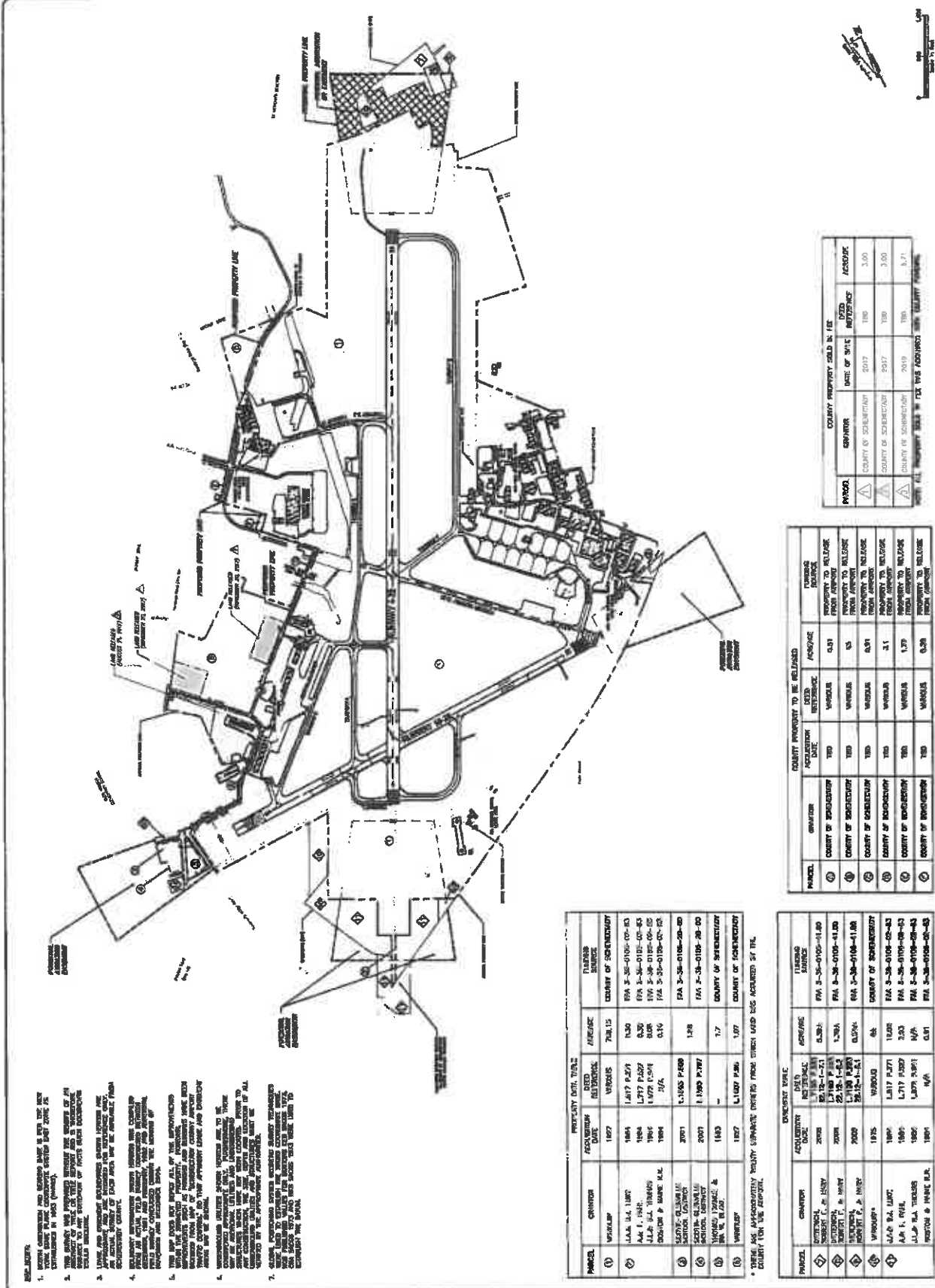
## **SUPPORTING DOCUMENTATION**

Attachments Include:

- Project Sketch
- Environmental Documentation (CATEX)
- Consultant Scope and Fee
- Independent Fee Estimate (IFE)
- Bid Tabulations



DATE	DESCRIPTION



1. BERRY CONTRACTORS AND RECORDS BUREAU IS NOT THE BEST SOURCE FOR RECORDS OF THIS PROJECT. THE RECORDS OF THIS PROJECT ARE KEPT AT THE COUNTY ENGINEERING DEPARTMENT IN SCHENECTADY, NEW YORK.
2. THIS MAP WAS PREPARED THROUGH THE COURTESY OF THE COUNTY ENGINEERING DEPARTMENT. THE COUNTY ENGINEERING DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE FOUND IN THIS MAP.
3. THIS MAP WAS PREPARED FROM THE RECORDS OF THE COUNTY ENGINEERING DEPARTMENT. THE COUNTY ENGINEERING DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE FOUND IN THIS MAP.
4. THIS MAP WAS PREPARED FROM THE RECORDS OF THE COUNTY ENGINEERING DEPARTMENT. THE COUNTY ENGINEERING DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE FOUND IN THIS MAP.
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6. THIS MAP WAS PREPARED FROM THE RECORDS OF THE COUNTY ENGINEERING DEPARTMENT. THE COUNTY ENGINEERING DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE FOUND IN THIS MAP.
7. THIS MAP WAS PREPARED FROM THE RECORDS OF THE COUNTY ENGINEERING DEPARTMENT. THE COUNTY ENGINEERING DEPARTMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE FOUND IN THIS MAP.

PARCEL	CREATOR	DATE OF THIS ACQUISITION	ACRES
①	COUNTY OF SCHENECTADY	2017	100
②	COUNTY OF SCHENECTADY	2017	3.00
③	COUNTY OF SCHENECTADY	2017	3.00
④	COUNTY OF SCHENECTADY	2019	100
⑤	COUNTY OF SCHENECTADY	2019	1.71

PARCEL	CREATOR	ACQUISITION DATE	ACRES	VEHICLE TYPE	VEHICLE TYPE	VEHICLE TYPE	VEHICLE TYPE	VEHICLE TYPE
①	COUNTY OF SCHENECTADY	2017	0.01	VEHICLE	VEHICLE	VEHICLE	VEHICLE	VEHICLE
②	COUNTY OF SCHENECTADY	2017	0.01	VEHICLE	VEHICLE	VEHICLE	VEHICLE	VEHICLE
③	COUNTY OF SCHENECTADY	2017	0.01	VEHICLE	VEHICLE	VEHICLE	VEHICLE	VEHICLE
④	COUNTY OF SCHENECTADY	2019	1.71	VEHICLE	VEHICLE	VEHICLE	VEHICLE	VEHICLE
⑤	COUNTY OF SCHENECTADY	2019	0.08	VEHICLE	VEHICLE	VEHICLE	VEHICLE	VEHICLE

PARCEL	CREATOR	ACQUISITION DATE	VEHICLE TYPE	ACRES	COUNTY OF SCHENECTADY
①	WOLKUP	1977	VEHICLE	706.15	COUNTY OF SCHENECTADY
②	LAKE LA LURE	1977	VEHICLE	1.30	FAA 3-36-0106-00-03
③	LAKE LA LURE	1977	VEHICLE	0.30	FAA 3-36-0106-00-05
④	LAKE LA LURE	1977	VEHICLE	0.06	FAA 3-36-0106-00-06
⑤	LAKE LA LURE	1977	VEHICLE	0.14	FAA 3-36-0106-00-07
⑥	LAKE LA LURE	2001	VEHICLE	1.80	FAA 3-36-0106-00-08
⑦	LAKE LA LURE	2001	VEHICLE	1.98	FAA 3-36-0106-00-09
⑧	LAKE LA LURE	2001	VEHICLE	1.7	COUNTY OF SCHENECTADY
⑨	LAKE LA LURE	2007	VEHICLE	1.07	COUNTY OF SCHENECTADY

PARCEL	CREATOR	ACQUISITION DATE	VEHICLE TYPE	ACRES	COUNTY OF SCHENECTADY
①	LAKE LA LURE	2008	VEHICLE	0.34	FAA 3-36-0106-00-10
②	LAKE LA LURE	2008	VEHICLE	1.26	FAA 3-36-0106-00-11
③	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-12
④	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-13
⑤	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-14
⑥	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-15
⑦	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-16
⑧	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-17
⑨	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-18
⑩	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-19
⑪	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-20
⑫	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-21
⑬	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-22
⑭	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-23
⑮	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-24
⑯	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-25
⑰	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-26
⑱	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-27
⑲	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-28
⑳	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-29
㉑	LAKE LA LURE	2008	VEHICLE	0.04	FAA 3-36-0106-00-30

**SCHENECTADY COUNTY AIRPORT (SCH)  
PROJECT SKETCH**



**TAXIWAY A (SOUTH) AND TAXIWAY B REHABILITATION (DESIGN)**

**APPENDIX A. DOCUMENTED CATEX**

Airport sponsors may use this form for projects eligible for a categorical exclusion (CATEX) that have greater potential for extraordinary circumstances or that otherwise require additional documentation, as described in the Environmental Orders (FAA Order 1050.1F and FAA Order 5050.4B).

To request a CATEX determination from the FAA, the sponsor should review potentially affected environmental resources, review the requirements of the applicable special purpose laws, and consult with the Airports District Office or Regional Airports Division Office staff about the type of information needed. The form and supporting documentation should be completed in accordance with the provisions of FAA Order 5050.4B, paragraph 302b, and submitted to the appropriate FAA Airports District/Division Office. The CATEX cannot be approved until all information/documentation is received and all requirements have been fulfilled.

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**Name of Airport, LOC ID, and location:**

Schenectady County Airport (SCH), 21 Airport Road, Glenville, NY 12302.

**Project Title:** Taxiway A (South) and Taxiway B Rehabilitation (Design)

Give a brief, but complete description of the proposed project, including all project components, justification, estimated start date, and duration of the project. Include connected actions necessary to implement the proposed project (including but not limited to moving NAVAIDs, change in flight procedures, haul routes, new material or expanded material sources, staging or disposal areas). Attach a sketch or plan of the proposed project. Photos can also be helpful.

This project includes the design effort for the rehabilitation of Taxiway A (South) and Taxiway B. The efforts included in this project will contribute to rehabilitated asphalt pavement, a reconstructed edge light system, and reconstructed airfield guidance signs. Rehabilitated asphalt (P-401) pavement will include mill and overlay of existing taxiway geometry, with miscellaneous full-depth repair as needed. The reconstructed edge light system will include the replacement of existing Medium Intensity Taxiway Lights (MITL's), PVC conduit, electrical wiring, and replacement of the constant current regulators (CCR's). Reconstructed airfield guidance signs include the replacement of existing lighted airfield signs and concrete foundations with new PVC conduit and electrical wiring.

The existing taxiway has exceeded its 20-year life expectancy. The current pavement condition includes numerous cracks and locations of asphalt heaves. The existing lighting system has also exceeded its 20-year life expectancy, and is in need of updated FAA approved lighting and electrical equipment.

The Pavement Condition Index (PCI) for Taxiway A is 51 (poor) and the PCI for Taxiway B is 56 (Fair).

The approximate total pavement area that will be milled and repaved is 323,300 square feet (7.4 acres). Refer to Appendix A for further details.



**Preparer Information**

<b>Point of Contact:</b> Nicole E. Frazer- Senior Scientist, CHA		
<b>Address:</b> 111 Winners Circle, P.O. Box 5269		
<b>City:</b> Albany	<b>State:</b> NY	<b>Zip Code:</b> 12204
<b>Phone:</b> 518-457-4211	<b>Email Address:</b> nfrazer@chacompanies.com	

Signature: 

Date: 9/20/21

**Airport Sponsor Information and Certification (may not be delegated to consultant)**

Provide contact information for the designated sponsor point of contact and any other individuals requiring notification of the FAA decision.

<b>Point of Contact:</b> Joe Landry		
<b>Address:</b> 100 Kellar Avenue		
<b>City:</b> Schenectady	<b>State:</b> NY	<b>Zip Code:</b> 12304
<b>Phone Number:</b> 518-356-5344	<b>Email Address:</b> joe.landry@schenectadycounty.com	
<b>Additional Name(s):</b>	<b>Additional Email Address(es):</b>	

I certify that the information I have provided above is, to the best of my knowledge, correct. I also recognize and agree that no construction activity, including but not limited to site preparation, demolition, or land disturbance, shall proceed for the above proposed project(s) until FAA issues a final environmental decision for the proposed project(s) and until compliance with all other applicable FAA approval actions (e.g., ALP approval, airspace approval, grant approval) has occurred.

Signature: 

Date: 9-23-21

**PROJECT SCOPE OF SERVICES**  
**AND FEE PROPOSAL**

**TAXIWAY A (SOUTH) AND TAXIWAY B  
REHABILITATION**

AT  
**SCHENECTADY COUNTY AIRPORT**

(CONSTRUCTION ADMINISTRATION / CONSTRUCTION INSPECTION)

**DECEMBER 2023**

SUBMITTED TO:  
**SCHENECTADY COUNTY DEPARTMENT OF  
ENGINEERING AND PUBLIC WORKS**

100 KELLAR AVENUE  
SCHENECTADY, NEW YORK 12306  
(518) 356-5340



SUBMITTED BY:  
**CHA CONSULTING, INC.**

3 WINNERS CIRCLE  
ALBANY, NEW YORK 12205  
(518) 453-4500





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## A. PROJECT BACKGROUND

Taxiway A (South) and Taxiway B are heavily used routes on the West side of Runway 4-22 for navigation around Schenectady County Airport (KSCH) and are in need of rehabilitation. Taxiway A is a partial parallel taxiway that provides access to multiple locations along Runway 4-22. Taxiway A also provides access to the South side of Runway 4-22, Runway 10, and Richmor Aviation (FBO) Apron and Hangar facilities. Taxiway B is a taxiway connector which provides access from Taxiway A, Runway 10, and Runway 4-22 to the Richmor Aviation South Apron and adjacent Hangars. Each of these taxiways are of significant importance to airport operations as they minimize the need for back taxiing and run-up operations on active runways.

Rehabilitation of each Taxiway's pavement was last completed in 2002, making for the current asphalt lifespan to be 18 years. The pavement contains substantial longitudinal and transverse cracking and weathering. A Pavement Condition Index (PCI) Study of the taxiway pavement surfaces was completed in March 2021 with resulting PCI values of 51 (Poor) for Taxiway A (South) and 56 (Fair) for Taxiway B. Based on the results of the PCI study, this project will replace the asphalt pavement surface with milling and overlay of FAA P-401 Hot Mix Asphalt. Due to the current age, new Medium Intensity Taxiway Lights (MITL) will replace existing taxiway lighting, along with airfield signage, electrical regulators and conduits to prevent potential safety issues from developing. This project will also include temporary and permanent taxiway pavement markings. This program with design in FY2022 is in accordance with the Federal Aviation Administration Advisory Circular 150/5300-13B; *Airport Design* and the approved ALP. The program will be included in a discretionary grant application for FY2024 with anticipated construction in to begin in Summer 2024.

## B. PROJECT DESCRIPTION

The purpose of this proposal is to provide Construction Administration and Construction Inspection services to the Sponsor for the above referenced project.

Professional services will include the following elements:

- Administration and Project Management Services
- Construction Administration Services
- Construction Inspection Services

Components of the above-mentioned services shall include but are not limited to:

- Pre-Construction Meeting / Meeting Minutes
- Shop Drawing Review
- Full-time Construction Observation
- Progress Meetings / Meeting Minutes / Daily Reports
- Daily coordination with Air Traffic Control (ATC) and Airfield Operations
- Weekly FAA Construction Progress Reports
- Weekly Coordination with the Air National Guard (ANG)
- Implementation of the Construction Safety and Phasing Plan (CSPP)
- Review and Processing of Contractor Pay Estimates / Requests
- Project Modifications and Change Orders
- SWPPP and Support
- Development of As-Built Record Drawings
- Grant Administration - Closeout Documentation

All of these elements are eligible for funding as part of a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant.



## C. SCOPE OF SERVICES

### TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION SERVICES

#### TASK 1.1 – ADMINISTRATION AND PROJECT MANAGEMENT

CHA Consulting, Inc. (CHA) will provide general project administration and coordination including interoffice staff review of the project's progress, interoffice communication, and dissemination of project data and information to staff in the form of internal memos, discussions, meetings, and updates to apprise the project team of new developments throughout the project. CHA will prepare an interoffice project work plan for distribution to the team members to inform them of the project goals and objectives including scope of work, team assignments and responsibilities, project budget, project schedule, project contacts, and contract requirements, obligations, and limitations.

CHA will provide general project administration and coordination including disseminating interim project data and information to the Schenectady County Department of Engineering and Public Works and Airport Management (i.e., the Sponsor), FAA, and CHA sub-consultants in the form of telephone conversations, letters, e-mail, copies, etc. to apprise the stake holders throughout the design of the project.

CHA will approve and process invoices received from sub-consultants and vendors providing service to CHA throughout the design and bid phases of the project. CHA will prepare and submit monthly invoices to the Sponsor for services provided and costs incurred.

This task will also include coordination of necessary updates to the Airport's FAA 5010 form as required

#### TASK 1.2 – GRANT ADMINISTRATION

CHA will develop, maintain, and submit on the County's behalf, the FAA's Standard Quarterly Performance Report for the federal grant associated with FY2024 grant. CHA will also assist the sponsor with AIP grant applications, drawdowns, grant close-out, and other documents as necessary.

#### TASK 1.3 – DISADVANTAGE BUSINESS ENTERPRISE (DBE) REPORTING

Schenectady County accepts obligations to maintain and operate their airport each time they accept a federal grant. One of these obligations is to remain in compliance with the federal guidelines of the Disadvantaged Business Enterprise program. CHA will review the Sponsors current Federal DBE Plan as it pertains to this project. This task includes monitoring and documenting DBE accomplishments throughout the duration of this project. CHA will complete and/or assist in submitting required documentation for Federal DBE reporting.

#### TASK 1.4 – PROJECT SITE VISIT(S)

Based on an anticipated construction schedule of 100 Calendar Days for the project, between July 2024 and October 2024, up to (10) site visits will be made by various team members. The estimated number of visits is based on anticipation of a site visit twice (2) a month during the proposed construction period and 4 additional site visits as required.

The construction duration shown above has been provided for the purposes of developing a project budget and is subject to change due to elements outside of CHA and/or County control.

#### TASK 1.5 – GRANT CLOSEOUT

CHA will coordinate with the Sponsor to obtain all information required to create and provide a Grant Closeout Package to FAA as per Order 5100.38D; *Airport Improvement Program Handbook*. Grant Closeout efforts will include providing to FAA the *Airport Sponsor Grant Closeout Worksheet*, Form 4040-0011, Form 4040-0014, *Sponsor Certification*, and all required backup



## **TASK 2 – CONSTRUCTION ADMINISTRATION SERVICES**

### **TASK 2.1 – PRE-CONSTRUCTION MEETING**

CHA will conduct a pre-construction meeting with the County, the Contractor, and other project stakeholders as deemed appropriate by the County. The intent of the meeting will be to discuss the general requirements and expectations of the project including schedule, site logistics, shop drawing and mix design requirements, quantities and progress payments, Construction Management Plan (CMP), Construction Safety Phasing Plan (CSPP) and other pertinent construction requirements conformed to the contract plans and specifications. CHA will provide a summary of this meeting for all attendees. This meeting is planned to be conducted in the Spring/Summer of 2024.

### **TASK 2.2 – CONSTRUCTION PHASING MEETING**

Due to the phasing of this program, CHA will conduct meetings with the County, the Contractor and other project stakeholders as deemed appropriate by the County. The intent of the meeting will be to discuss the general requirements and expectations site logistics, maintenance of traffic, general plans, and other pertinent construction requirements. CHA will provide a summary of this meeting for all attendees. This meeting is anticipated to cover phasing and airport coordination.

### **TASK 2.3 – SHOP DRAWING REVIEW**

CHA will review the Contractor's shop drawings, certifications, and test results for compliance with the Contract Documents. A shop drawing log will be developed, maintained and presented on a regular basis. Unless otherwise specified in the Contract Documents, CHA will check and approve the following for conformance with the Contract Documents.

### **TASK 2.4 – REQUESTS FOR INFORMATION**

CHA will respond to Contractor's Request for Information (RFI's) and provide design consultation for unforeseen site conditions and resolution to construction related field issues.

### **TASK 2.5 – CONTRACTOR PAYMENT REQUESTS**

Review Contractor pay requests in coordination with the Senior Construction Inspector and assist the County in determining amounts that are recommended to be paid and shall indicate its opinion by notation or signature on the application for payment. CHA will also complete the review of certified payroll reports for the work period associated with the pay requests. A payment application will be provided for the County to present to the legislature for approval

### **TASK 2.6 – AS-BUILT SURVEY**

CHA will coordinate with the Sponsor to obtain all information required to create and provide a Grant Closeout Package to FAA as per Order 5100.38D; *Airport Improvement Program Handbook*. Grant Closeout efforts will include providing to FAA the *Airport Sponsor Grant Closeout Worksheet*, Form 4040-0011, Form 4040-0014, *Sponsor Certification*, and all required backup

### **TASK 2.7 – RECORD DRAWINGS**

CHA will prepare a record of final quantities and provide Record Drawings on AutoCAD Release 2022 or latest version available to the County based on redline drawings supplied by the contractor and maintained by the RPR during construction. The Record Drawings will be provided to the County within 60 calendar days of CHA's receipt of the redline drawings from the contractor.

### **TASK 2.8 – QUALITY ACCEPTANCE MATERIAL TESTING**

CHA will coordinate and administer the Quality Acceptance Testing sub-consultant throughout construction. This task includes general coordination and scheduling to have Quality Acceptance Testing personnel on-site when required. Quality Assurance Testing completed by the sub-consultant will include, but is not limited to Bituminous Asphalt Plant Testing, Portland Cement Concrete In-Field and Plant Testing, and Subbase Course density In-Field Testing. All other required testing (quality control) shall be the Contractor's responsibility.



## **TASK 3 – CONSTRUCTION INSPECTION SERVICES**

### **TASK 3.1 – PRE-CONSTRUCTION PREPARATION AND COORDINATION**

CHA's Senior Construction Inspector will develop all project files including daily, weekly, and progressive quantity records for use during the project. In addition, this task includes reviewing the construction contractor's schedule and coordinating with the County for construction commencement for items such as pavement closures, NOTAM's, etc.

### **TASK 3.2 – CONSTRUCTION SAFETY AND PHASING PLAN**

Prior to the start of construction, CHA will coordinate with the County, Airport, Air National Guard, the Contractor, and any other required parties, the scheduling of a Construction Safety and Phasing Meeting. This meeting will review the CSPP as bid and address any concerns of all attending parties. CHA will maintain coordination and implementation of the CSPP with all critical parties during construction.

### **TASK 3.3 – CONSTRUCTION MANAGEMENT PLAN**

Prior to the start of construction, CHA will prepare and provide a Construction Management Program per FAA requirements. CHA will designate the points of contact for all Construction Management personnel and their responsibilities and their role in the successful completion of the project.

### **TASK 3.4 – STORMWATER POLLUTION PREVENTION PLAN INSPECTION**

Inspection and Reporting requirements of the SWPPP permit shall be completed during the course of construction. Inspections will typically be completed at a minimum every 7 calendar days, or after sufficient rainfall. The contractor will be notified of and required to repair any damage or issues with the erosion control methods associated with the SWPPP.

CHA anticipates utilizing a DBE sub-contractor for this task in order to meet required Federal DBE Goals under this project. CHA's Senior Construction Inspector will review and coordinate with the DBE sub-contractor regarding the completion and documentation of the required reporting.

### **TASK 3.5 – CONSTRUCTION INSPECTION**

CHA will provide a Senior Construction Inspector to observe and monitor the construction work for compliance with the Contract Documents. CHA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with Contract Documents. CHA will Consult with and advise the County, act as the County's representative and issue instructions of the County to the Contractor.

The Senior Construction Inspector will observe the progress and the quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents, the New York State Uniform Fire Prevention and Building Code, Federal handicapped accessibility requirements, and ANSI/CABO 92.

The Senior Construction Inspector will maintain daily reports, documenting the work completed and activities done by the Prime and Sub Contractors. The inspector will assure construction is proceeding as depicted in the construction documents and technical specifications.

The Senior Construction Inspector will attend regularly scheduled job meetings, progress meetings, pay estimate meetings and coordination meetings. When required by the County, a Principal of the firm in responsible charge of the Project, as well as the Project Manager, shall be designated to attend all or certain of these meetings.

Based on on-site observations as an experienced and qualified design professional, CHA will keep the County informed, in writing, about the progress of the work and notify the County of any defects or deficiencies in the Contractor's work. CHA will not be responsible for the techniques and sequences of construction, the safety of the Contractor's or subcontractor(s) personnel, or the Contractor's failure to perform the work in accordance with the Contract Documents. CHA will be responsible for the safety of his own employees, sub-consultants and agents.

Based on a proposed construction schedule of 100 Calendar Days for the project, the Senior Construction Inspector will be on-site each working day. Budget values for the Senior Construction Inspector are based on 5 working days



per week for 8 hours paid at a straight time rate and 4 hours paid at an overtime rate (12 total hours worked per day). The anticipated timeframes for construction and post-construction activities are as follows:

Pre-Construction Period: Winter 2024 – Spring 2024  
 Construction Period: Summer 2024 – Fall 2024  
 Post-Construction Period: Fall 2024

**TASK 3.6 – REPORTING**

CHA’s Senior Construction Inspector will maintain daily reports, maintain project photos, monitor and track quantities, and perform random wage scale interviews for the project. On a monthly basis, CHA will provide to the County a status report on the quantities and dollars used to date versus the projected quantities and dollars to be used at the end of the project.

**TASK 3.7 – CONTRACTOR PAYMENT REQUESTS**

CHA’s Senior Construction Inspector will review Contractor pay requests and certified payrolls and assist the Engineer and County in determining amounts that are recommended to be paid and shall indicate its opinion by notation or signature on the application for payment.

**TASK 3.8 – FINAL INSPECTION AND PUNCH LIST COORDINATION**

CHA will conduct a final inspection of the project and develop a punch list of outstanding items to be completed. This task includes follow-up coordination with the Contractor to ensure items are complete. An additional site visit is anticipated by the Resident Engineer with this task.

**TASK 3.9 – NEW YORK AIR NATIONAL GUARD (NYANG) COORDINATION**

CHA’s Senior Construction Inspector will contact NYANG operational personnel and invite them to the weekly progress meetings to discuss planned activity, construction locations, and confirm procedural requirements. A record of these meetings will be retained.

**TASK 3.10 – CONSTRUCTION CLOSEOUT**

At the completion of the project, submit on CD a Project Closeout Package. This will include an executive project summary, all daily and weekly inspection reports, pay requests, RFI’s, PR’s, change orders, project photos, shop drawings, progressive records, and testing reports. The testing reports will include a materials final test and quality report documenting the results of all tests performed, highlighting those tests that failed, or did not meet the applicable test standard. The report shall include pay deductions applied and reasons for accepting any out-of-tolerance material and all shop drawing submittals.

Also included with this Task will be coordination of final project closeout documentation such as Unconditional Waiver of Liens from all subcontractors and suppliers, One (1) year warranty inspection, and Operational and Maintenance (O&M) manual (if required), etc.

**D. SUMMARY OF MEETINGS**

Meeting Name	CHA Attendee’s	No. of Meetings
Pre-Construction Meeting	4	1
Construction Safety and Phasing Meeting	4	1
Weekly Progress Meetings	2	18
Final Inspection and Walk-Through	4	1
One Year Inspection	2	1

**E. SUMMARY OF EXPENSES**

Each task outlined above contained specific expenses that are anticipated to be encountered over the course of the project. The following are the assumptions made based on prior experience of work and requirements of the project.





### **TASK 1 EXPENSES**

**Document Production:** CHA assumes that over the course of this task, the production of miscellaneous Grant, DBE Report, and Project Closeout documents will be produced for both review and dissemination to required parties.

**Hotel / Per Diem:** As stated in Task 1.1 – Project Site Visits, it is assumed that at least 10 site visits will be made by members of the project design team during the course of construction. The members of the design team are anticipated to be traveling from as far as Rochester, New York. Based on this travel distance, it should be expected that a site visit will be considered a full day trip, therefore require Hotel or Per Diem accommodations.

**Mileage:** As stated in Task 1.1 – Project Site Visits, it is assumed that at least 10 site visits will be made by members of the project design team during the course of construction. The members of the design team are anticipated to be traveling from as far as Rochester, New York. Based on this travel distance of 420 miles round-trip, it is expected that approximately 4,200 miles will be expensed at the expected 2024 IRS Mileage Rate.

### **TASK 2 EXPENSES**

**Document Production:** CHA assumes that over the course of this task, the production of documents for the Pre-Construction Meeting, Construction Phasing Meeting, Shop Drawing Review, Contractor Payment Requests, RFI's, and Record Drawing production will be produced for both review and dissemination to required parties.

**Hotel / Per Diem:** Based on Task 2.1 – Pre-Construction Meeting and Task 2.2 – Construction Phasing Meeting, it is expected that at least 2 members of the project design team will be present. The members of the design team are anticipated to be traveling from as far as Rochester, New York. Based on this travel distance, it should be expected that participation at the meeting will be considered a full day trip, therefore require Hotel or Per Diem accommodations.

**Mileage:** Based on Task 2.1 – Pre-Construction Meeting and Task 2.2 – Construction Phasing Meeting, it is expected that at least 2 members of the project design team will be present. The members of the design team are anticipated to be traveling from as far as Rochester, New York. Based on this travel distance of 420 miles round-trip, it is expected that approximately 1,600 miles will be expensed at the expected 2024 IRS Mileage Rate.

### **TASK 3 EXPENSES**

**Document Production:** CHA assumes that over the course of this task, the production of documents for Construction Inspection Reporting, SWPPP Inspections, Contractor Payment Requests, and various Construction Closeout documentation will be produced for both review and dissemination to required parties.

**Construction Inspection Vehicle:** Based on past projects, it is expected that the Engineer's Field Office will be located in the Air Traffic Control Tower. Due to the proximity of the ATCT to the project site, a construction vehicle is required for the Senior Construction Inspector to traverse the job site with documentation and inspection equipment. CHA expects to rent and/or short-term lease a Full-Size Truck or SUV to accommodate this requirement. The vehicle will be utilized for the entire duration of the project.

**Fuel Reimbursement:** Due to the need to have an on-site Construction Inspection Vehicle, fuel reimbursement is expected for the duration of the project as well. While not traveling and adding significant miles to the vehicle, it is expected that the vehicle will be regularly running in order to accommodate the use of its electrical system and temperature control system by the Senior Construction Inspector. A minimum of (1) 26-Gallon tank of fuel should be expected to be utilized per week for the duration of the project.

**SUMMARY OF FEES**

**Schenectady County Airport**  
*Taxiway A (South) and Taxiway B Rehabilitation*  
**Construction Administration / Construction Inspection Services**  
 January 16, 2024

<b>TASK</b>	<b>DESCRIPTION</b>	<b>EFFORT (Hours)</b>	<b>COST</b>
<b>1</b>	ADMINISTRATION AND PROJECT MANAGEMENT SERVICES	442	\$ 76,277.34
<b>2</b>	CONSTRUCTION ADMINISTRATION SERVICES	378	\$ 50,053.80
<b>3</b>	CONSTRUCTION INSPECTION SERVICES	1202	\$ 229,680.07
	<b>GRAND TOTAL</b>	<b>2022</b>	<b>\$ 356,011.21</b>
			<b>FINAL FEE AMOUNT = \$ 356,000.00</b>



January 8, 2024

**Mr. Peter Knutson**  
Director of Engineering  
Engineering & Public Works  
100 Kellar Avenue  
Schenectady, New York 12306

Via Electronic Mail  
Peter.Knutson@schecnectadycounty.com

Re: Schenectady County Airport  
Taxiway A (South) and Taxiway B Construction Inspection and Administration  
Independent Fee Estimate

Dear Mr. Knutson:

QED is pleased to submit our independent fee estimate for the professional services associated with the subject project as detailed in the scope of services prepared by your consultant, CHA Consulting.

Our independent fee estimate is enclosed and totals \$367,440 and was prepared in accordance with our agreement. This budget reflects our interpretation of the requisite level of effort to accomplish the defined work items, which are divided into three major tasks as though our firm would be staffing and providing these services and detailed on the enclosed spreadsheet.

The project budget that we developed should be within a 10 percent range of that proposed by CHA, otherwise we will need to confer to determine the reasons for and resolve the differences. Should you have any questions or require further information or material, please do not hesitate to contact me. In any event, please advise me of your findings and determination with respect to the appropriateness of the services budget proposed by CHA.

We appreciate this opportunity to assist the County in its continuing airport improvement program.

Sincerely,

Ronald F. Price, P.E.  
Principal

Enclosure  
RFP/pss

**Independent Fee Estimate**  
**Tombay A (BusC) and Tenthred D Rehabilitation Construction and Inspection**  
 Albany County Airport, New York  
 January 4, 2024

Project Manager	Senior Estimator	Civil Engineer	Senior Electrical Engineer	Electrical Engineer	Senior Construction Inspector	Material Testing and SWPPP	Asst. Civil Engineer	Word Processing	Total	Budget (\$)			Comments
										Labor	Expenses	Total	
<b>1 Project Management and Administration Services</b>													
1.1 Administration and Project Management	20		24						9,800		9,800		
1.2 Cost Administration	16		8						9,784		9,784		
1.3 Disbursed Business Expenses (DBE) Reporting			8						3,800		3,800		
1.4 Project Data Update									6		6		Included in associated tasks
1.5 Draft Closed	7	1							15,200		15,200		
Subtotal	43	1	40						58,590		58,590		
<b>2 Construction Administration Services</b>													
2.1 Pre-Construction Meeting	8	8							24	5,154	280	5,434	1 site visit
2.2 Construction Phasing Meeting		8	4						24	4,281	850	5,131	1 site visit
2.3 Shop Drawing Review		96	48	9	18		4		104	24,300	20,287	44,587	
2.4 Requests for Information	4	8	18		8				44	8,888		8,888	
2.5 Contractor Payment Requests			24						24	4,640		4,640	
2.6 As-Built Survey			16		8				24	4,640		4,640	
2.7 Record Drawings		16	24		16				56	8,500		8,500	
2.8 Quality Assurance Material Testing									112	18,460		18,460	10 total site visits
Subtotal	12	72	124	8	40		124	94	342	81,900	21,137	103,037	
<b>3 Construction Inspection Services</b>													
3.1 Pre-Construction Meeting		8	24						40	7,840		7,840	
3.2 Construction Safety and Phasing Plan	4	4	8		4				24	4,480	250	4,730	1 site visit
3.3 Construction Management Plan	4	4	8		4				24	4,480		4,480	
3.4 Estimator (Friday) Provide Plan Inspection (SWPPP)						48			108	16,000		16,000	
3.5 Construction Inspection	8	82	56	4	24	840			944	136,280	2,100	138,380	18 total site visits
3.6 Reporting	4	18	18		8				88	11,560		11,560	
3.7 Director Payment (Requests)		8	18						24	5,200		5,200	
3.8 Final Inspection and Punchlist Coordination	4	4	16	8	8	16			40	7,200		7,200	
3.9 New York Air National Guard (NYANG) Coordinator		24			8				32	7,200	250	7,450	1 site visit
3.10 Construction Closed									16	3,200		3,200	1 site visit pending
Subtotal	48	128	124	32	44	928	128	40	1,488	252,600	4,250	256,850	
<b>Total</b>	<b>103</b>	<b>201</b>	<b>288</b>	<b>40</b>	<b>132</b>	<b>876</b>	<b>252</b>	<b>138</b>	<b>89</b>	<b>2,340</b>	<b>267,167</b>	<b>267,167</b>	
<b>Yearly Billing Rate (\$/hr)</b>	<b>228</b>	<b>221</b>	<b>194</b>	<b>240</b>	<b>328</b>	<b>152</b>	<b>118</b>	<b>184</b>	<b>100</b>				
<b>Labor Cost (\$)</b>	<b>28,600</b>	<b>48,280</b>	<b>77,136</b>	<b>9,600</b>	<b>30,744</b>	<b>132,000</b>	<b>28,640</b>	<b>16,740</b>	<b>8,880</b>	<b>561,480</b>			
<b>Expenses (\$)</b>											<b>9,880</b>		
<b>TOTAL BIDDING (\$)</b>											<b>571,360</b>		

OED



January 2, 2024

Paul Sheldon  
Director of Public Works – Schenectady DPW  
100 Kellar Avenue  
Schenectady, New York 12306

**RE: Schenectady County Airport (SCH)  
Taxiway A (South) and Taxiway B Rehabilitation  
FAA AIP No. 03-36-0106-065-2022  
SCH Contract No. RFB-2023-59  
Letter of Recommendation - Construction**

Mr. Sheldon,

Three bids were received and opened by Schenectady County for the above referenced project on December 21<sup>st</sup>, 2023 at 1:00 pm. Callanan Industries, Inc. is the apparent low bidder for the project. Bids received were as follows:

COMPANY	TOTAL BID AMOUNT
Callanan Industries, Inc.	\$2,983,392.50
Rifenburg Construction, Inc	\$3,020,115.00
Kubricky-Jointa Lime, LLC	\$4,549,719.98
CHA Solutions, Inc (Engineer's Estimate)	\$3,182,077.14

**Bid Review:**

CHA spoke to Zachary Fane of Callanan Industries, Inc on January 2<sup>nd</sup>, 2024, to officially notify them of being the apparent low-bidder for the project. Mr. Fane was notified that the FAA Final Grant Application will be submitted on or before January 31<sup>st</sup>, 2023. Mr. Fane was notified that after the Grant Application, CHA will begin coordination for the Pre-Construction Meeting to take place. The bid provided by Callanan Industries, Inc. is 6.24% Lower than the Engineer's Estimate. Schenectady County's DBE Goal is 2.7% for this project. Callanan Industries, Inc. documented in their Bid Proposal that they are committed to meet the entire DBE Goal Percentage for this project.

Based on this discussion, and a knowledge of Callanan's construction history at the Schenectady County Airport and other public airports in New York, we are confident that Mr. Fane understands the project expectations and requirements.

**Recommendation:**

Based on the bid documentation provided to CHA, the requirements of Schenectady County and applicable Federal requirements, CHA recommends award of the contract to Rifenburg Construction, Inc. as the responsible low bidder.

Sincerely,

Matthew T. Florell  
Project Engineer / Senior Inspector





## **SPONSOR CERTIFICATIONS**

Attachments include:

- FAA Forms 5100-129, -130, -131, -132, -134, -135
- Certification Regarding Lobbying





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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-xxx-2024

Description of Work: Taxiway A (South) and Taxiway B (Construction and CA/CI)

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes    No    N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes    No    N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes    No    N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes    No    N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes    No    N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes    No    N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes    No    N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 17 day of January, 2024.

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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**Sponsor:** Schenectady County

**Airport:** Schenectady County Airport (SCH)

**Project Number:** 3-36-0106-xxx-2024

**Description of Work:** Taxiway A (South) and Taxiway B (Construction and CA/CI)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes  No  N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes  No  N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).  
 Yes  No  N/A
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:  
 a. Abide by the terms of the statement; and  
 b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.  
 Yes  No  N/A
5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).  
 Yes  No  N/A
6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:  
 a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and  
 b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.  
 Yes  No  N/A
7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).  
 Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Schenectady County Airport (SCH)  
 Address: 19 Airport Rd., Soctia, NY 12302. [42° 51' 9.2" N / 73° 55' 44.3" W]

**Location 2 (If applicable)**

Name of Location:  
 Address:

**Location 3 (If applicable)**

Name of Location:  
 Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 17 day of January, 2024.

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-xxx-2024

Description of Work: Taxiway A (South) and Taxiway B (Construction and CA/CI)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - Publicly opened at a time and place prescribed in the invitation for bids; and
  - Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - Plan for publicizing and soliciting an adequate number of qualified sources; and
  - Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A



8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes  No  N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes  No  N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes  No  N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes  No  N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes  No  N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 17 day of January, 2024.

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

---

Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-xxx-2024

Description of Work: Taxiway A (South) and Taxiway B (Construction and CA/CI)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
 Yes    No    N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
 Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes  No  N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

Yes  No  N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

Yes  No  N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

Yes  No  N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 17 day of January, 2024

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

---

Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-xxx-2024

Description of Work: Taxiway A (South) and Taxiway B (Construction and CA/CI)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:  
 a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
 b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
 Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
 a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
 b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
 Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes  No  N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

Yes    No    N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes    No    N/A

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 17 day of January, 2024

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: Schenectady County

Airport: Schenectady County Airport (SCH)

Project Number: 3-36-0106-xxx-2024

Description of Work: Taxiway A (South) and Taxiway B (Construction and CA/CI)

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes  No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 17 day of January, 2024.

Name of Sponsor: Schenectady County

Name of Sponsor's Authorized Official: Paul Sheldon

Title of Sponsor's Authorized Official: Commissioner of Aviation

Signature of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> Schenectady County	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Paul"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Sheldon"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Commissioner of Aviation"/>	
<b>* SIGNATURE:</b> <input type="text"/>	<b>* DATE:</b> <input type="text" value="01/17/2024"/>

## **SPONSOR CERTIFICATIONS**

Attachments Include:

- FAA Advisory Circulars
- FAA Grant Assurances



**FAA  
Airports**

## **Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects**

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

<sup>1</sup> All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

<b>NUMBER</b>	<b>TITLE</b>
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

<b>NUMBER</b>	<b>TITLE</b>
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

<b>NUMBER</b>	<b>TITLE</b>
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction



<b>NUMBER</b>	<b>TITLE</b>
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY**

<b>NUMBER</b>	<b>TITLE</b>
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects



**FAA  
Airports**

## **ASSURANCES AIRPORT SPONSORS**

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### **A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

### **B. Duration and Applicability.**

#### **1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

#### **2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### **3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.<sup>1</sup>
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 – Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>2</sup>
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>4,5</sup>
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise In Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

**FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- <sup>4</sup> Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## **SPECIFIC ASSURANCES**

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Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

### **3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

### **4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

### **5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### **6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The



accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

## **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

## **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### **20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

**26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

## **29. Airport Layout Plan.**

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
  1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  1. eliminate such adverse effect in a manner approved by the Secretary; or
  2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

## **30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Selection Criteria: Sponsor Name**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.



2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of 11-17-2022.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and
  3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



# Schenectady County Legislature

## Committee on Workforce Development

Hon. Omar McGill, Chair

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

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

DATE: September 27, 2024  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Workforce Development  
Honorable Omar McGill, Chair  
Monday, September 30, 2024 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsor</b>
WD	1 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY JOB TRAINING AGENCY	Legislator McGill	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/27/2024  
**Reference:** Workforce Development  
**Dual Reference:** Ways and Means  
**Initiative:** WD 1

**Title of Proposed Resolution:**

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY JOB TRAINING AGENCY

**Purpose and General Idea:**

Provides Authorization to Eliminate and Create Positions at the Schenectady County Job Training Agency.

**Summary of Specific Provisions:**

Authorization to eliminate the position of Principal Employment & Training Counselor (CSEA Grade 16) and create the position of Employment & Training Counselor Trainee (CSEA Grade 13).

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed SJTA position changes. This change will replace one vacant Principal Employment and Training Counselor position with one Employment and Training Counselor Trainee position. The Employment and Training Counselor Trainee position's annual salary is \$52,387.

Increase Expense Code By:  
A516290.\_02003      Employment and Training Counselor Trainee      \$12,090

Decrease Expense Code By:  
A516290.\_01274      Principal Employment and Training Counselor      \$33,310

Decrease Revenue Code By:  
A26290.281500      Interfund Revenue: TANF      \$21,220

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

**Justification:**

Sara Canfield, Director of Workforce Development, indicates that the position of Principal Employment & Training Counselor is currently vacant, however, we have found much success with the position of Employment & Training Counselor Trainee (E&T) as an NYS HELPS. Having an additional E&T Counselor trainee would help our staff as we expand and diversify our programming and the position trainee provides cost-effective savings for the County.

**Sponsor: Legislator McGill**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



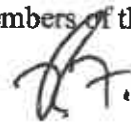
RORY FLUMAN  
COUNTY MANAGER

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  
Sara Canfield, Director of Workforce Development  
Jaelyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** October 4, 2024

**RE:** Authorization to Eliminate and Create Positions at the Schenectady County Job Training Agency

---

Attached is a memorandum Sara Canfield, Director of Workforce Development, requesting authorization to eliminate the position of Principal Employment & Training Counselor (CSEA Grade 16) and create the position of Employment & Training Counselor Trainee (CSEA Grade 13). As Ms. Canfield indicates, this new position would help the department as it's looking to expand and diversify its programming. In addition, there is a cost savings associated with this change in positions.

The attached memoranda from Jaelyn 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**  
**SCHENECTADY JOB TRAINING AGENCY**  
**INTEROFFICE MEMO**

**TO:** Rory Fluman, County Manager  
**FROM:** Sara Canfield – Director of Workforce Development  
**RE:** Eliminate a position & create a position in SJTA  
**CC:** Jennifer Bargo, Deputy County Manager  
Jaclyn Falotico, Commissioner of Finance  
Marylou Riddle, Executive Secretary  
**DATE:** September 13, 2024

---

Dear Rory,

I am writing to request to eliminate the Principal Employment & Training Counselor (Grade 16) position, and create an Employment & Training Counselor Trainee (Grade 13) position at SJTA.

The position of the Principal Employment & Training Counselor is currently vacant, and we do not have a need to fill the role at this time. However, we have found much success with the E&T Counselor Trainee as a NYS HELPS position. The additional E&T Counselor Trainee will help us meet our staff needs as we expand and diversify our programming.

This position change would decrease the staff salary line in the budget from the Principal E& T Counselor of \$60, 928 (Grade 16,step 1) to a E&T Counselor Trainee salary of \$52,387 (Grade 13, step 1).

I am requesting approval from the Schenectady County Legislature to make this change. Thank you for your assistance with this request.

Sincerely,

Sara Canfield  
Director of Workforce Development

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



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JK*  
**DATE:** September 26, 2024  
**SUBJECT:** Budget Amendment – SJTA Position Changes

---

The Department of Finance provides the following amendment to the 2024 Operating Budget to support the proposed SJTA position changes. This change will replace one vacant Principal Employment and Training Counselor position with one Employment and Training Counselor Trainee position. The Employment and Training Counselor Trainee position’s annual salary is \$52,387.

<u>Increase Expense Code By:</u>		
A516290._02003	Employment and Training Counselor Trainee	\$12,090
<u>Decrease Expense Code By:</u>		
A516290._01274	Principal Employment and Training Counselor	\$33,310
<u>Decrease Revenue Code By:</u>		
A26290.281500	Interfund Revenue: TANF	\$21,220

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: September 23, 2024

Re: Creation and Elimination of Positions in the Schenectady Job Training Agency

---

The Schenectady County Job Training Agency has requested the elimination of the position Principal Employment and Training Counselor and the creation of the position Employment and Training Counselor Trainee.

I recommend the creation of the position Employment and Training Counselor Trainee at a CSEA Grade 13.

There is no additional action necessary by the Civil Service Commission.

Thank you.



# 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: September 27, 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, September 30, 2024 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsors</u>
WM	0 PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2025 COUNTY BUDGET	Legislator Fields	
WM	11 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR THE CONSTRUCTION OF AN AQUATIC CENTER IN THE CITY OF SCHENECTADY	Legislator Fields	
WM	12 A RESOLUTION TO ACCEPT MONIES FROM THE NYS BOARD OF ELECTIONS FOR TECHNOLOGY INNOVATION AND ELECTION RESOURCE INITIATIVES	Legislator Fields	

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
WM	13 A RESOLUTION REGARDING AMENDMENTS TO THE OPERATING BUDGET OF THE SCHENECTADY COUNTY COMMUNITY COLLEGE	Legislator Fields	
WD	1 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY JOB TRAINING AGENCY	Legislator McGill	
PFTI	19 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE FEDERAL AVIATION ADMINISTRATION AND THE NYS DEPARTMENT OF TRANSPORTATION FOR TAXIWAY IMPROVEMENTS AT THE SCHENECTADY COUNTY AIRPORT	Legislator Patierne	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/27/2024  
**Reference:** Ways and Means  
**Dual Reference:** Ways and Means  
**Initiative:** WM 0

**Title of Proposed Resolution:**

PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2025 COUNTY BUDGET

**Purpose and General Idea:**

PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2025 COUNTY BUDGET

**Summary of Specific Provisions:**

PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2025 COUNTY BUDGET

**Effects Upon Present Law:**

None.

**Justification:**

PRESENTATION BY COUNTY MANAGER RORY FLUMAN REGARDING THE 2025 COUNTY BUDGET

**Sponsor:** Legislator Fields

**Co-Sponsor:**

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/27/2024  
**Reference:** Ways and Means  
**Dual Reference:** Ways and Means  
**Initiative:** WM 11

**Title of Proposed Resolution:**

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR THE CONSTRUCTION OF AN AQUATIC CENTER IN THE CITY OF SCHENECTADY

**Purpose and General Idea:**

Provides Authorization to Amend the 2024 Capital Budget to Accommodate Construction of the Aquatic Center.

**Summary of Specific Provisions:**

Authorizes the amending of the 2024 Capital Budget of \$42,000,000 to accommodate the construction of the Aquatic Center.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2024 Capital Budget to establish a new capital project for the Aquatic Center.

Create/Increase Expense Code By:

H542401.401000	Aquatic Center	\$42,000,000
(2401240083-0001-0401)		

Create/Increase Revenue Code By:

H22401.2705	Gifts and Donations	8,450,000
H32401.3270	State Aid – Community Colleges (DASNY)	8,450,000
H33333.3797	State Aid – Member Items	5,100,000
H33333.3897	State Aid – NY Swims Grant	10,000,000
H43333.4897	Federal Aid – Culture and Recreation	5,000,000
H99901.503101	Serial Bond Obligations	5,000,000

Create/Increase Expense Code By:

A599950.906	Transfer to Capital Fund	5,000,000
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Increase Appropriated Surplus By:

A599	Appropriated Fund Balance	5,000,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

By creating this capital budget account, the County can establish a revenue account for any funds the County receives from NYS grants and private sector donations. In addition, the County can initiate project work.

**Sponsor: Legislator Fields**

**Co-Sponsor:**



# COUNTY OF SCHENECTADY



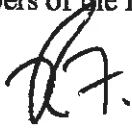
RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

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

**Date:** September 27, 2024

**Re:** Authorization to Amend the 2024 Capital Budget to Accommodate Construction of the Aquatic Center

---

I am requesting authorization to amend the 2024 Capital Budget to accommodate the construction of an Aquatic Center in the amount of \$42,000,000. By creating this capital budget account, the County can initiate project work. In addition, it creates revenue accounts for any funds the County receives from NYS grants and private sector donations.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, detail the necessary budgetary actions.

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:** September 20, 2024  
**SUBJECT:** Capital Budget Amendment – Aquatic Center

The Department of Finance provides the following amendment to the 2024 Capital Budget to establish a new capital project for the Aquatic Center.

Create/Increase Expense Code By:

H542401.401000	Aquatic Center	\$42,000,000
(2401240083-0001-0401)		

Create/Increase Revenue Code By:

H22401.2705	Gifts and Donations	8,450,000
H32401.3270	State Aid – Community Colleges (DASNY)	8,450,000
H33333.3797	State Aid – Member Items	5,100,000
H33333.3897	State Aid – NY Swims Grant	10,000,000
H43333.4897	Federal Aid – Culture and Recreation	5,000,000
H99901.503101	Serial Bond Obligations	5,000,000

Create/Increase Expense Code By:

A599950.906	Transfer to Capital Fund	5,000,000
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Increase Appropriated Surplus By:

A599	Appropriated Fund Balance	5,000,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**LEGISLATIVE INITIATIVE FORM**

**Date:** 9/27/2024  
**Reference:** Ways and Means  
**Dual Reference:** Ways and Means  
**Initiative:** WM 12

**Title of Proposed Resolution:**

A RESOLUTION TO ACCEPT MONIES FROM THE NYS BOARD OF ELECTIONS FOR TECHNOLOGY INNOVATION AND ELECTION RESOURCE INITIATIVES

**Purpose and General Idea:**

Provides Authorization to Accept Funding from the NYS Board of Elections.

**Summary of Specific Provisions:**

Authorizes the amendment to the 2024 Operating Budget and accepts funding from the New York State Board of Elections for the 2024 General Election, Absentee Ballot by Mail, and, the E-Poll books (this grant will be added to the 2025 Budget). The grants are broken down into three (3) components:

- Electronic Poll Books \$123,909.86
- Ballot by Mail \$67,278.54
- 2024 General Election \$45,435.03

However, all three grants cover expenses from the period beginning April 1, 2024 and ending March 31, 2025.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept funding from two new grants from the New York State Board of Elections; one for the 2024 General Election and one for Absentee Ballot by Mail. The third grant funding award for the E-Poll books will be added to the 2025 Budget.

Increase Expense Code By:

A541450.415014	2024 General Election	\$45,435.03
A31450.308959	Ballot by Mail	\$67,278.54

Increase Revenue Code By:

A31450.308947	2024 General Election	\$45,435.03
A31450.308959	Ballot by Mail	\$67,278.54

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

**Justification:**

Ms. Fronk and Ms. Harris intend to use the funding to cover expenses related to proving postage return envelopes and applications, upgrading to new electronic poll books/iPads, and, to cover the costs associated with the increased activity associated with a Presidential election year.

**Sponsor: Legislator Fields**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

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

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

---

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

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Laura Fronk and Darlene Harris, Board of Elections Commissioners  
Jaclyn Falotico, Commissioner of Finance

**Date:** September 27, 2024

**RE:** Authorization to Accept Funding from the NYS Board of Elections

---

Attached is a memorandum from Laura Fronk and Darlene Harris, Schenectady County Board of Elections Commissioners, requesting authorization to accept funding from three (3) grants from the NYS Board of Elections. All three grants cover expenses from the period beginning April 1, 2024 and ending March 31, 2025. Ms. Fronk and Ms. Harris recommended use of funds is as follows:

- The Electronic Poll Books grant, which is in the amount of \$123,909.86, will allow them to upgrade to new electronic poll books/iPads.
- The Ballot by Mail grant, which is in the amount of \$67,278.54, will support expenses related to proving postage return envelopes and applications.
- The 2024 General Election grant, which is in the amount of \$45,435.03, will cover costs associated with increased activity associated with a Presidential election year.

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

I recommend your approval.



COUNTY OF SCHENECTADY - CONDADO DE SCHENECTADY  
 Office of the Board of Election  
 Oficina de la Junta Electoral  
 2696 Hamburg Street, Suite 1, Schenectady, New York 12303  
 Tel./Llame: (518) 377-2469  
 Fax/Fax: (518) 377-2716  
[www.voteschenectady.com](http://www.voteschenectady.com)

Amy M. Hild  
 Darlene Harris  
 Commissioners  
 Comisarias Electorales

Laura Fronk  
 Loretta Rigney  
 Deputy Commissioners  
 Vice Comisarias Electorales

**TO:** Hon. Geoffrey T. Hall, Clerk of the Legislature  
**FROM:** Laura Fronk & Darlene Harris, Commissioners  
**CC:** Rory Fiuman, Christopher Gardner, Jaclyn Falotico  
**DATE:** September 13, 2024  
**RE:** Acceptance of Absentee Ballot Pre-Paid Postage Grant, Electronic Poll Books Fund, 2024 General Elections Funds

.....

The New York State Board of Elections has established three new grants for Absentee Ballot Pre-Paid Postage, Electronic Poll Books and a 2024 General Election Fund. These grants will help cover expenses related to providing postage paid return envelopes/applications, the upgrade of new electronic poll book/ipads for future elections and costs associated with increased activity during a Presidential election year. The list of allowable expenses can be found in Attachment A-1-3. Schenectady County Board of Elections was allotted the amounts shown in the table below:

County	E Poll Book	Ballot by Mail	2024 General Election
Schenectady	\$123,909.86	\$67,278.54	\$45,435.03

The expense period is 4/1/2024 – 3/31/2025. All claims for payment must be submitted no later than 6/30/2025.

We respectfully ask the Legislature to accept these grant funds. 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 *JK*  
**DATE:** September 20, 2024  
**SUBJECT:** Budget Amendment - Three Grants from NYS Board of Elections

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept funding from two new grants from the New York State Board of Elections; one for the 2024 General Election and one for Absentee Ballot by Mail. The third grant funding award for the E-Poll books will be added to the 2025 Budget.

Increase Expense Code By:

A541450.415014	2024 General Election	\$45,435.03
A541450.415016	Ballot by Mail	\$67,278.54

Increase Revenue Code By:

A31450.308947	2024 General Election	\$45,435.03
A31450.308959	Ballot by Mail	\$67,278.54

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

# Electronic Poll Books Funds Background

The New York State Capital Projects Budget authorized \$14.7 million for the reimbursement of eligible costs related to the purchase of electronic poll books. The Board of Elections has established a program to reimburse County Boards of Elections for actual expenses related to electronic poll books (E-Poll Books) and associated software, on-demand ballot printers and related cyber security.

The State Board of Elections has determined a County Board funding distribution based on voter enrollment. Each County Board of Elections will receive a percentage of the funds based on their total enrolled voters. Each County will also receive a base amount of \$10,000 to ensure smaller Counties have a reasonable amount of funds needed to fulfill the goals of the grant.

This grant fund distribution program does not provide for the direct release of State funds to counties. County Boards of Elections may submit a claim for payment, after the purchase of such products and services with county funds. For reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

Such funds may be used to reimburse County Boards of Elections for allowable expenditures made in securing products or services related to purchase of E-Poll

2024-2025 Contract Terms		
Current Contract Term	From: 4/1/2024	To: 3/31/2025
Current Contract Period	From: 4/1/2024	To: 3/31/2025

### Allowable Expenses

- E-Poll Book systems and associated software
- Signature pad
- Barcode Scanner
- On-demand ballot printers
- Initial maintenance service agreements for E-Poll Books systems or on-demand ballot printers
- Purchase or renewal of related cyber security software
- Purchase or renewal of software used in the maintenance of electronic poll book data
- Connectivity devices including but not limited to network switches, router or WiFi network extenders and cabling

### Capital Projects Budget Language

- 11 The amounts appropriated herein, shall be
- 12 made available to local boards of
- 13 elections, including the New York city
- 14 board of elections for the reimbursement
- 15 of eligible costs related to the purchase
- 16 of electronic poll books. The state board
- 17 of elections shall develop a plan for the
- 18 distribution of such funds to local boards
- 19 of elections for reimbursement of eligible
- 20 costs, including, but not limited to,
- 21 electronic poll books, associated soft-
- 22 ware, and on-demand ballot printers,
- 23 provided that such reimbursement shall be
- 24 apportioned based on the number of regis-
- 25 tered voters in a county. The plan shall
- 26 include a listing of allowable costs and
- 27 details of the reimbursement claims pro-
- 28 cess and timeframes, provided that local
- 29 boards of election claims shall include
- 30 such information as necessary to support
- 31 state financing mechanisms. A copy of such
- 32 plan shall be sent to the director of



**ARTICLES, NUMBER 1, SECTION 1, PARAGRAPHS 1, 2, AND 3**

32 WILL BE SENT TO THE DIRECTOR OF  
33 budget, the senate finance committee, and  
34 the assembly ways and means committee

- Connectivity services including but not limited to cellular and internet service providers for poll sites
- Thermal Receipt Printers
- Secure memory devices for transferring data on an E-Poll Book system
- Stylus for touch screen interfacing, including those specially designed to assist voters with disabilities
- Electronic poll book related peripherals including but not limited to security containers, seals, pouches or bags for secure storage and transport of E-Poll Book system, memory cards, canvass reports, voting system results tapes, transmittals and other similar E-Poll Book system-related items
- Consumables including but not limited to thermal paper rolls, ballot paper for printers, ink, and other materials
- E-Poll Book and on-demand ballot printer training for election

## Ballot by Mail Funds Background

The New York State Aid to Localities Budget authorized \$7.7 million be made available to local boards of elections for reimbursement of costs related to providing pre-paid return postage and outgoing postage on absentee ballots and applications, and early voting by mail ballots and applications as enacted by chapter 481 of the laws of 2023.

The State Board of Elections has determined a County Board funding distribution based on voter enrollment. Each County Board of Elections will receive a percentage of the funds based on their total enrolled voters. Each County will also receive a base amount of \$30,000 to ensure smaller Counties have a reasonable amount of funds needed to fulfill the goals of the grant.

This grant fund distribution program does not provide for the direct release of State funds to counties. County Boards of Elections may submit a claim for payment after the purchase of such products and services with county funds for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the NYSOS guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

Such funds may be used to reimburse County Boards of Elections for allowable expenditures made in securing products or services related to providing pre-paid

2024-2025 Contract Terms		From: 4/1/2024		To: 3/31/2025	
Current Contract Term		From: 4/1/2024		To: 3/31/2025	
Allowable Expenses					
•	Postage and return postage for outgoing and incoming ballots, applications, and cures				
•	Postage Meters and associated supplies, including but not limited to ink, postage meter strips, replacement parts, labels, and sealing solution				
•	Fees associated with USPS account billing				
•	Envelope				
•	Automated mailing equipment including but not limited to folding, inserting, opening, and sealing equipment				
•	Shipping supplies, including but not limited to paper, tape, manual letter openers, postal scales, envelope and stamp mechanisms, rubber stamps, transport carts, and folders				

### Aid to Localities Budget Language

27	General Fund	
28	Local Assistance Account - 10000	
29	The amounts appropriated herein shall be	
30	made available to local boards of	
31	elections for reimbursement of costs	
32	related to providing pre-paid return post-	
33	age and outgoing postage on absentee	
34	ballots and applications, and Early Mail	
35	Voting ballots and applications as enacted	
36	by chapter 481 of the laws of 2023, pursu-	
37	ant to a plan by the state board of	
38	elections. A copy of such plan shall be	
39	sent to the director of the division of	
40	budget, the senate finance committee, and	
41	the assembly ways and means committee	
42	(23904) .....	7,700,000

- \* **Other materials related to sorting and counting of early mail and absentee ballots, including but not limited to ballot tabulators, sorting machines, sorting bins, secure pouches, and other ballot collection receptacles**
- **Fees related to set up and usage of Intelligent Mail Barcodes**
- **Temporary staff to assist in sorting, sending, and intaking mail**
- **Vendors to produce absentee envelopes and ballots, and/or mail early mail and absentee envelopes and ballots**

# 2024 General Election Funds Background

The New York State Aid to Localities Budget authorized \$5 million to be made available to local Boards of Elections for the reimbursement of eligible operating costs related to the General Election to be held in November of 2024.

The State Board of Elections has determined a County Board of Funding distribution based on voter enrollment. Each County Board of Elections will receive a percentage of the funds based on their total enrolled voters. Each County will also receive a base amount of \$50,000 to ensure smaller Counties have a reasonable amount of funds needed to fulfill the goals of the grant.

Eligible operating costs include, but are not limited to, expenses related to the running of a General Election such as temporary staff, poll site supplies, election equipment, and public awareness campaigns. Provided, any funds received by a County under this appropriation shall be used to supplement and not supplant current local expenditures of federal, state or local funds that the county currently spends for the administration of elections or has budgeted, for costs related to the General Election to be held in November of 2024.

This grant fund distribution program does not provide for the direct release of State funds to counties. County Boards of Elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the NYSSES guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

2024-2025 Contract Terms			
Current Contract Term	From: 4/1/2024	To: 3/31/2025	
Current Contract Period	From: 4/1/2024	To: 3/31/2023	

### Allowable Expenses

- Temporary workers
- Additional poll workers and election inspectors
- Costs related to opening additional early voting poll site locations
- Printing of additional ballots and envelopes for early mail and absentee ballots, and in-person ballots
- Additional mailing and postage
- Costs related to maintaining security at poll sites included but not limited to equipment needs, secure cellular services and

### Aid to Localities Election Campaign

- 1 The amount appropriated herein shall be
- 2 made available to local boards of
- 3 elections, including the New York city
- 4 board of elections, for the reimbursement
- 5 of eligible operating costs related to the
- 6 general election to be held in November of
- 7 2024. The state board of elections shall
- 8 develop a plan for the distribution of
- 9 such funds to local boards of elections
- 10 for reimbursement of eligible operating
- 11 costs, including, but not limited to, the
- 12 temporary employment of personnel and
- 13 public awareness campaigns, provided that
- 14 such reimbursement shall be apportioned
- 15 based on the number of registered voters
- 16 in a county. Any funds received by a county
- 17 under this appropriation shall be used
- 18 to supplement and not supplant current
- 19 local expenditures of federal, state or
- 20 local funds that the county currently
- 21 spends for the administration of elections
- 22 no have be additional fee receive entitled for them

44  
 23  
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 26  
 27

is this subject for cases related to the  
 general election to be held in November of  
 2024. A copy of such plan shall be sent  
 to the director of the division of the  
 budget, the senate finance committee, and  
 the assembly ways and means committee ..... 5,000,000

- internet providers for electronic poll books, de-escalation training, generators and other back up power sources, and poll site security
- Supplies related to administering the election, including but not limited to pens, markers, ballot paper, cleaning supplies, signs, extension cords, power strips, and other materials
- Equipment and technology related to running an election included but not limited to mail processing equipment, ballot on demand printers, ballot scanners, central count tabulators and scanners, voter registration systems, and associated software and installation/migration fees
- Transportation fees for the transportation of machines and equipment to early voting and election day poll sites
- Vendor costs for the printing and sending of ballots and other functions related to administration of the election
- Costs related to public awareness campaigns including but not limited to printing, physical/online distribution of educational materials, and advertisement and marketing fees
- Provided, all allowable expenses must not supplant current local expenditures of federal, state or local funds that the county currently spends for the administration of elections or has budgeted, for costs related to the General Election to be held in November of 2024.
- Other expenses directly related to administering the 2024 General Election, that have not previously been budgeted for, may be considered for reimbursement based upon documentation submitted by County Boards of Election.

## LEGISLATIVE INITIATIVE FORM

**Date:** 9/27/2024  
**Reference:** Ways and Means  
**Dual Reference:** Ways and Means  
**Initiative:** WM 13

**Title of Proposed Resolution:**

A RESOLUTION REGARDING AMENDMENTS TO THE OPERATING BUDGET OF THE SCHENECTADY COUNTY COMMUNITY COLLEGE

**Purpose and General Idea:**

Provides Authorization for Amendments to the SUNY Schenectady County Community College Operating Budget for the Fiscal Year 2024-25.

**Summary of Specific Provisions:**

Authorizes Amendments to the SUNY Schenectady County Community College Operating Budget for the Fiscal Year 2024-25. The College requires a change be made to the College's 2024-25 Operating Budget that was passed by the County Legislature on August 13th, 2024. The College subsequently received \$2,927 in additional State Aid. Additionally, a change was made to the College's chargeback rate calculation for the 2024-25 Operating Budget formula, resulting in a reduction in the County Chargeback rate and a reduction of projected revenues. This requires an adjustment be made in the project 2024-25 Operating Budget Fund Balance from \$707,413 to \$840,153. The approved 2024-25 College Operating Budget remains unchanged at \$28,072,403.

**Effects Upon Present Law:**

None.

**Justification:**

The College requires a change be made to the College's 2024-25 Operating Budget that was passed but the County Legislature on August 13th, 2024.

**Sponsor:** Legislator Fields

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



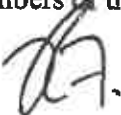
RORY FLUMAN  
COUNTY MANAGER

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  
Patrick Ryan, Executive Vice President of Administration & Finance at SUNY Schenectady  
Jaclyn Falotico, Commissioner of Finance

**Date:** September 27, 2024

**Re:** Authorization to Amend the 2024-25 SUNY Schenectady Operating Budget to Accommodate Changes to Funding and the Chargeback Rate Calculation

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Attached is a memorandum from Patrick Ryan, Executive Vice President of Administration & Finance at SUNY Schenectady, requesting authorization to amend the 2024-25 SUNY Schenectady Operating Budget. The budget, which was adopted at the August Legislative meeting, requires an adjustment as the College received notice from the state that a change in the College's 2024-25 chargeback rate calculation occurred.


This reduction in the out-of-county Charge rate will reduce projected revenues for SUNY Schenectady by \$132,740. A change in the use of budgeted fund balance will be applied to the 2024-25 operating budget to cover any anticipated revenue shortfall.

The attached memorandum from Patrick Ryan, Executive Vice President of Administration & Finance, detail the necessary budgetary actions.

I recommend your approval.

**MEMORANDUM**

**TO:** Mr. Rory Fluman  
Schenectady County Manager

**FROM:** Patrick Ryan   
Executive Vice President of Administration & Finance

**DATE:** September 24, 2024

Adjustment to the SUNY Schenectady County Community College Operating Budget for Fiscal Year 2024-25.

The College requires a change be made to the SUNY Schenectady County Community College's Operating Budget for Fiscal Year 2024-25 that was passed by the County Legislature on August 13<sup>th</sup> 2024. We are including a copy of the resolution approved by the College's Board of Trustees at their September 16th, 2024 meeting.

The College subsequently received \$ 2,927 in additional State Aid, in addition, a change was made to the College's chargeback rate calculation for the 2024-25 Operating Budget formula, resulting in a reduction in the out of County Chargeback rate and a reduction of projected revenues, requiring an adjustment in the projected 2024-25 Operating Budget Fund Balance from \$707,413 to \$840,153.

The approved 2024-25 Operating Budget remains unchanged at \$ 28,072,403.

I look forward to meeting with you and the County Legislature to discuss the College's budget adjustment. If you or your staff have questions, please contact me at your convenience.

As always, thank you for your ongoing assistance and support of the College.



**RESOLUTION #24-135  
September 16, 2024**

**REVISED OPERATING BUDGET FOR FISCAL YEAR BEGINNING SEPTEMBER 1,  
2024 AND ENDING AUGUST 31, 2025**

**WHEREAS**, the Board of Trustees approved a Fiscal Year 2024-25 College Operating Budget, along with appropriate background information for the items contained in the budget for the period September 1, 2024 to August 31, 2025; and

**WHEREAS**, the College received an additional \$ 2,927 in State Aid and a change was made to the College's 2024-25 chargeback rate calculation; resulting in a reduction in the out of County Chargeback rate; and

**WHEREAS**, the change in Chargeback rate resulted in a reduction of projected revenues; and

**WHEREAS**, planned use of the Fund Balance for 2024-25 will be increased from \$707,413 to \$840,153 and the 2024-25 Operating Budget remains unchanged at \$28,072,403; and

**WHEREAS**, the Board of Trustees has reviewed the revised budget and found it to be satisfactory; it is hereby

**RESOLVED**, that the revised operating budget for fiscal year 2024-2025, beginning September 1, 2024 and ending August 31, 2025, be approved in the amount of \$28,072,403; and be it further

**RESOLVED**, that the President shall be directed to submit the revised budget, together with appropriate documents, to Schenectady County and the State University of New York, in that order, for approval.

  
\_\_\_\_\_  
Ann Fleming Brown, Chair  
Board of Trustees

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**2024-25  
Proposed  
Budget**

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**SUNY  
Schenectady County  
Community College**

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**September 16<sup>th</sup>, 2024**

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## **2024-25 BUDGET OVERVIEW**

The proposed operating budget is \$28,072,402 for the 2024-25 academic year. This is an increase of \$1,037,545 from the 2023-24 budget.

### **REVENUES**

- Part-time tuition will increase \$6 per credit to \$207 per credit hour. The tuition increase is 2.985%. For full-time students the tuition amount is \$2,484 per semester and \$4,968 per academic year. This would still leave SUNY Schenectady with one of the lowest tuition rates of 30 SUNY community colleges.
- The technology fee increased by \$2. For 2024-25, the technology fee will be \$32 per credit or \$384 full time per semester.
- The transportation fee increased by \$2 per credit hour for part-time students and increased \$16 to \$116 for full time students per semester. This fee funds the cost of the student CDTA bus pass benefit, parking at Center City, parking lot patrol and escort services.
- The use of fund balance will be \$ 840,153. Federal HEERF funding for lost revenue expired in 2023.
- For State aid, the Budget reflects the equivalent base-aid amount received in 2023-24 with adjustments of \$349,530 for rental aid and \$ 81,170 for enrollment assistance. Base aid for 2024-25 is due to the "floor" established by the State Legislature to assist community colleges with the current enrollment situation. For 2024-25, State aid increased \$2,927.
- The operating chargeback rate will decrease from the current \$4,140 to \$3,730 per out-of-county FTE. Chargeback revenue will decrease by \$278,175 from the 2023-24 budget.
- The County contribution is requested to increase by 3% plus an additional \$ 500,000 as part of the *Schenectady County Now Higher Education Promise* for a total of \$3,083,378 in County Support.
- The SUNY Schenectady County Community College Foundation is funding \$500,000 to keep the tuition increase below 3%.

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

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

- Aviation transferred from Liberal Arts

#### **Math, Science, Technology & Health:**

- \$42,178 for a Technical Assistant/Physical Lab Technician replacing the Educational Assistant

#### **Academic Services & Testing Center:**

- \$73,593 Merged/Combined Directors

#### **College In The High School:**

- \$72,966 Director of College & High School Partnerships

#### **Workforce Development & Continuing Education:**

- \$221,831 Professional Contractual Services - Do to Growth in Revenue

#### **Student Affairs:**

- \$53,875 for a Counselor I

#### **Facilities:**

- \$35,209 for a Campus Cleaner for new facilities
- \$12,000 for and upgrade HVAC monitoring system

#### **Financial Services:**

- \$55,000 for a Assistant Controller
- \$8,524 for Scanning of old documents

## Operating Budget Comparisons

EXPENDITURES	APPROPRIATIONS		Difference
	APPROVED 2023-24	PROPOSED 2024-25	
<b>Personnel Services</b>			
Teaching Faculty, Full-Time	\$ 2,728,073	\$ 2,504,950	\$ (223,123)
Teaching Faculty, Adjunct	\$ 929,145	\$ 960,883	\$ 31,738
Workforce Development Instructors	\$ 131,651	\$ 175,091	\$ 43,440
Teaching Faculty, Overload	\$ 208,030	\$ 209,708	\$ 1,678
Professional Staff, Full-Time	\$ 4,872,189	\$ 5,548,117	\$ 675,928
Professional Staff, Part-Time	\$ 506,465	\$ 461,239	\$ (45,226)
Professional Staff, Overtime	-	-	\$ -
Support Staff, Full-Time	\$ 2,718,373	\$ 2,778,910	\$ 60,537
Support Staff, Part-Time	\$ 108,039	\$ 71,929	\$ (36,111)
Support Staff, Overtime	\$ 34,027	\$ 46,097	\$ 12,070
Leave Payouts	\$ 75,000	\$ 75,000	\$ -
Student Workers	\$ 31,000	\$ 18,000	\$ (13,000)
Student Tutors	\$ 15,000	\$ -	\$ (15,000)
<b>Total Personnel Services</b>	<b>\$ 12,356,993</b>	<b>\$ 12,849,924</b>	<b>\$ 492,931</b>
<b>Employee Benefits</b>			
NYS Employees' Retirement	\$ 784,678	\$ 796,830	\$ 12,151
NYS Teachers' Retirement	\$ 358,537	\$ 329,172	\$ (29,365)
TIAA-CREF	\$ 535,901	\$ 505,979	\$ (29,922)
Social Security	\$ 1,052,069	\$ 1,113,879	\$ 61,810
Workers' Compensation	\$ 79,499	\$ 72,326	\$ (7,174)
Unemployment Insurance	\$ 129,499	\$ 97,326	\$ (32,174)
Medical Insurance	\$ 4,294,739	\$ 4,619,098	\$ 324,359
Employee Tuition Benefits	\$ 50,000	\$ 50,000	\$ -
Compensated Absences	\$ 75,000	\$ 75,000	\$ -
<b>Total Employee Benefits</b>	<b>\$ 7,359,922</b>	<b>\$ 7,659,608</b>	<b>\$ 299,686</b>
<b>Capital Equipment</b>			
<b>Total Capital Equipment</b>	<b>\$ 90,555</b>	<b>\$ 112,755</b>	<b>\$ 22,200</b>
<b>Contractual</b>			
Supplies Instructional	\$ 262,800	\$ 196,130	\$ (66,670)
Supplies Office & Others	\$ 250,000	\$ 306,578	\$ 56,578
Software	\$ 574,395	\$ 546,409	\$ (27,986)
Printing	\$ 20,320	\$ 22,850	\$ 2,530
Subscriptions and Periodicals	\$ 15,000	\$ 16,256	\$ 1,256
Books	\$ 3,550	\$ 2,750	\$ (800)
Travel Faculty	\$ 10,000	\$ 7,060	\$ (2,940)
Travel Other	\$ 108,550	\$ 128,174	\$ 19,624
Professional Services	\$ 1,380,460	\$ 1,539,788	\$ 159,328
Dues & Memberships	\$ 61,680	\$ 57,830	\$ (3,850)

Rentals	\$ 1,011,390	\$ 1,011,088	\$ (302)
Repairs and Maintenance	\$ 250,000	\$ 353,200	\$ 103,200
Advertising	\$ 317,950	\$ 317,200	\$ (750)
Installment Payment Fees	\$ 75,000	\$ 75,000	\$ -
Audit Services	\$ 68,500	\$ 68,500	\$ -
Legal Services	\$ 150,000	\$ 150,000	\$ -
Electric & Gas	\$ 1,025,198	\$ 1,023,300	\$ (1,898)
Water & Sewer	\$ 35,500	\$ 38,000	\$ 2,500
Telephone	\$ 103,675	\$ 46,375	\$ (57,300)
Telecommunications	\$ 84,500	\$ 175,687	\$ 91,187
Bulk Mail	\$ -	\$ 31,000	\$ 31,000
Metered Mail	\$ 57,000	\$ 37,000	\$ (20,000)
Security	\$ 748,864	\$ 698,250	\$ (50,614)
Insurance	\$ 358,000	\$ 375,000	\$ 17,000
Interest Expense	\$ -	\$ -	\$ -
All Other Expenses	\$ 103,855	\$ 105,940	\$ 2,085
Commencement	\$ 35,000	\$ 35,000	\$ -
Staff Development	\$ 38,900	\$ 45,750	\$ 6,850
Recruitment Project	\$ 42,300	\$ -	\$ (42,300)
Middle States Expense	\$ 20,000	\$ 25,000	\$ 5,000
Achieving the Dream	\$ 15,000	\$ 15,000	\$ -
<b>Total Contractual</b>	<b>\$ 7,227,387</b>	<b>\$ 7,450,116</b>	<b>\$ 222,729</b>

<b>Total Appropriations</b>	<b>\$ 27,034,857</b>	<b>\$ 28,072,403</b>	<b>\$ 1,037,546</b>
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**REVENUES**

	APPROVED 2023-24	ESTIMATED 2024-25	Difference
<b>Student Tuition</b>			
Student Tuition, Full-Time	\$ 4,754,974	\$ 4,955,976	\$ 201,002
Student Tuition, Part-Time	\$ 2,880,640	\$ 3,180,712	\$ 300,072
College in the High School	\$ 729,610	\$ 729,107	\$ (503)
<b>Total Student Tuition</b>	<b>\$ 8,365,224</b>	<b>\$ 8,865,795</b>	<b>\$ 500,571</b>

**Other Revenues**

Service Fees	\$ 1,917,063	\$ 2,531,404	\$ 614,341
Interest & Earnings	\$ 300	\$ 3,999	\$ 3,699
Rental - Real Property	\$ -	\$ 232,264	\$ 232,264
Unclassified Revenues	\$ 503,214	\$ 810,800	\$ 307,586
<b>Total Other Revenues</b>	<b>\$ 2,420,577</b>	<b>\$ 3,578,467</b>	<b>\$ 1,157,890</b>

**State Aid**

State Aid for Operating Expenses	\$ 8,129,854	\$ 8,132,781	\$ 2,927
<b>Total State Aid</b>	<b>\$ 8,129,854</b>	<b>\$ 8,132,781</b>	<b>\$ 2,927</b>

**Revenue in Lieu of Local Sponsor Share**

Charges to Non-Residents	\$ 348,850	\$ 200,467	\$ (148,383)
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<b>Charges to Other Counties</b>	<u>\$ 3,649,536</u>	<u>\$ 3,371,361</u>	<u>\$ (278,175)</u>
<b>Total Revenue in Lieu of Local Sponsor Share</b>	<u>\$ 3,998,386</u>	<u>\$ 3,571,828</u>	<u>\$ (426,558)</u>
<b>Sponsoring County Contribution</b>			
Sponsoring County Contribution for Operating Expenses	\$ 2,508,134	\$ 3,083,378	\$ 575,244
<b>Total Sponsoring County Contribution</b>	<u>\$ 2,508,134</u>	<u>\$ 3,083,378</u>	<u>\$ 575,244</u>
<b>Total Revenues</b>	<u>\$ 25,422,175</u>	<u>\$ 27,232,250</u>	<u>\$ 1,810,075</u>
<b>Appropriated Fund Balance</b>	<u>\$ 1,612,682</u>	<u>\$ 840,153</u>	<u>\$ (772,529)</u>
<b>Total Revenues and Appropriated Fund Balance</b>	<u>\$ 27,034,857</u>	<u>\$ 28,072,403</u>	<u>\$ 1,037,546</u>

**SUNY Schenectady County Community College**

2024-25 Budget Request

001- Academic Affairs

Request Completed by: Mark Meecham

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
001-110	Teaching Faculty - Full Time	946	-	-
001-120	Teaching Faculty - Adjunct	7,215	12,000	12,000
001-130	Teaching Faculty - Overloads	20,700	12,000	12,000
001-140	Professional Staff - Full Time	316,286	319,341	322,547
001-150	Professional Staff - Part Time	8,683	8,000	8,000
001-193	Student Tutors	(2,904)	-	-
001-315	Software FA	-	-	25,500
001-410	Supplies/Instructional	23,216	2,964	3,000
001-420	Supplies/Office & Other	44	849	850
001-425	Software	8,577	-	-
001-430	Printing	44	400	400
001-460	Travel/Faculty	2,770	7,018	7,000
001-470	Travel/Other	6,289	3,949	4,500
001-480	Professional/Other	3,453	5,000	5,000
001-490	Dues & Memberships	100	-	-
001-590	All Other Expenses	7,550	17,000	16,000
<b>NET</b>		<b>402,969</b>	<b>388,521</b>	<b>416,797</b>



**SUNY Schenectady County Community College**

2024-25 Budget Request

002- Business, Criminal Justice and Law

Request Completed by: Mark Meecham

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
002-110	Teaching Faculty - Full Time	246,056	330,866	448,904
002-120	Teaching Faculty - Adjunct	157,839	116,463	137,000
002-122	WFD&CE Instructors	-	-	-
002-130	Teaching Faculty - Overloads	67,878	26,784	26,784
002-140	Professional Staff - Full Time	57,603	77,710	78,510
002-160	Support Staff - Full Time	52,056	51,963	54,356
002-180	Support Staff - Overtime	91	-	-
002-196	Retirement sick leave payout	8,059	-	-
002-225	Equipment Office/Classroom	733	-	-
002-410	Supplies/Instructional	304	3,276	-
002-420	Supplies/Office & Other	948	1,404	1,450
002-425	Software	7,797	-	-
002-430	Printing	54	50	50
002-440	Subscriptions & Periodicals	-	1,500	1,500
002-470	Travel/Other	1,804	-	-
002-480	Professional/Other	1,081	4,000	2,500
002-490	Dues & Memberships	1,500	800	1,200
002-590	All Other Expenses	1,029	-	-
<b>NET</b>		<b>604,831</b>	<b>614,816</b>	<b>752,254</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

003 - Career Services

Request Completed by: DJ DC

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
003-140	Professional Staff - Full Time	55,201	56,784	66,479
003-190	Student Workers	4,054	4,500	-
003-410	Supplies/Instructional	122	2,963	2,963
003-420	Supplies/Office & Other	500	425	425
003-425	Software	946	3,500	3,500
003-430	Printing	54	-	-
003-470	Travel/Other	802	-	1,250
003-490	Dues & Memberships	-	-	200
003-590	All Other Expenses	26	-	-
<b>NET</b>		<b>61,705</b>	<b>68,172</b>	<b>74,817</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

004 - MST&H

Request Completed by: Hope Sasway

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
004-110	Teaching Faculty - Full Time	632,464	796,546	711,455
004-120	Teaching Faculty - Adjunct	409,478	223,968	223,968
004-130	Teaching Faculty - Overloads	126,263	62,498	62,498
004-140	Professional Staff - Full Time	107,414	188,937	175,546
004-150	Professional Staff - Part Time	30,327	44,000	22,000
004-160	Support Staff - Full Time	46,137	47,598	41,393
004-190	Student Workers	-	9,000	5,000
004-196	Retirement sick leave payout	38,705	-	-
004-225	Equipment Office/Classroom	-	10,000	10,000
004-310	Computer Equipment FA	-	5,200	5,000
004-410	Supplies/Instructional	12,202	34,574	20,000
004-420	Supplies/Office & Other	1,177	1,019	1,000
004-430	Printing	44	120	-
004-440	Subscriptions & Periodicals	1,000	-	1,000
004-477	Travel local	861	1,000	1,000
004-480	Professional/Other	-	150	150
004-490	Dues & Memberships	565	600	500
004-510	Rental	103	650	700
004-520	Repairs & Maintenance	2,509	4,284	4,000
004-590	All Other Expenses	-	825	2,000
<b>NET</b>		<b>1,409,248</b>	<b>1,430,969</b>	<b>1,287,210</b>

New Initiatives

004-140	Technical Assistant/Physical Lab technician			42,178
	Total			42,178

**SUNY Schenectady County Community College**

2024-25 Budget Request

005 - HCAT

Request Completed by: David Brough

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
005-110	Teaching Faculty - Full Time	467,460	475,451	471,106
005-120	Teaching Faculty - Adjunct	184,639	80,629	80,629
005-130	Teaching Faculty - Overloads	96,626	40,713	40,713
005-140	Professional Staff - Full Time	170,325	186,948	193,487
005-150	Professional Staff - Part Time	87,791	85,000	81,878
005-160	Support Staff - Full Time	56,168	54,934	55,000
005-196	Retirement sick leave payout	5,904	-	-
005-225	Equipment Office/Classroom	969	1,250	1,250
005-240	Equipment Additional/Other	(567)	-	-
005-410	Supplies/Instructional	105,005	89,989	90,000
005-420	Supplies/Office & Other	611	1,699	1,200
005-425	Software	8,816	5,200	-
005-430	Printing	5,994	-	6,200
005-460	Travel/Faculty	43	351	60
005-470	Travel/Other	770	-	800
005-480	Professional/Other	1,815	-	2,000
005-510	Rental	178,918	179,456	182,000
005-520	Repairs & Maintenance	25,249	10,283	18,000
005-544	Electric & Gas	13,932	12,410	-
005-590	All Other Expenses	188	-	200
<b>NET</b>		<b>1,410,654</b>	<b>1,224,313</b>	<b>1,224,523</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

006 - Liberal Arts

Request Completed by: Eileen Abrahams

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
006-110	Teaching Faculty - Full Time	738,518	830,189	569,022
006-120	Teaching Faculty - Adjunct	429,457	322,286	322,286
006-130	Teaching Faculty - Overloads	58,525	40,713	40,713
006-140	Professional Staff - Full Time	100,342	82,096	79,310
006-150	Professional Staff - Part Time	(300)	-	-
006-160	Support Staff - Full Time	49,207	49,053	50,123
006-196	Retirement sick leave payout	18,867	-	-
006-410	Supplies/Instructional	12,884	13,468	16,742
006-420	Supplies/Office & Other	381	425	400
006-430	Printing	57	100	100
006-450	Books	-	250	250
006-460	Travel/Faculty	1,913	211	-
006-470	Travel/Other	38	-	-
006-475	Travel - Admin	-	4,050	2,500
006-480	Professional/Other	455	800	500
006-490	Dues & Memberships	136	950	800
006-510	Rental	50	-	-
006-590	All Other Expenses	63	-	1,000
<b>NET</b>		<b>1,410,592</b>	<b>1,344,591</b>	<b>1,083,746</b>

New Initiatives

006-410	Adobe Software for Art 211			1,600
	Total			1,600

**SUNY Schenectady County Community College**

2024-25 Budget Request

008 -EOP

Request Completed by: TF DC

<b>ORGANIZATION- ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
008-140	Professional Staff - Full Time	56,594	69,011	73,238
<b>NET</b>		<b>63,310</b>	<b>69,011</b>	<b>73,238</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

009 - School of Music

Request Completed by: Dr. Christopher Brelochs

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
009-110	Teaching Faculty - Full Time	287,416	295,021	304,462
009-120	Teaching Faculty - Adjunct	237,396	173,799	185,000
009-130	Teaching Faculty - Overloads	23,100	25,322	27,000
009-140	Professional Staff - Full Time	74,910	79,458	82,046
009-160	Support Staff - Full Time	41,648	40,482	42,848
009-180	Support Staff - Overtime	-	-	4,784
009-190	Student Workers	1,292	3,000	-
009-193	Student Tutors	-	-	-
009-196	Retirement sick leave payout	25,636	-	-
009-225	Equipment Office/Classroom	4,633	4,105	4,105
009-410	Supplies/Instructional	3,967	7,903	-
009-420	Supplies/Office & Other	1,197	1,529	1,529
009-430	Printing	-	1,000	-
009-460	Travel/Faculty	1,774	2,105	-
009-470	Travel/Other	2,749	1,580	-
009-480	Professional/Other	13,122	3,000	-
009-490	Dues & Memberships	-	1,500	-
009-520	Repairs & Maintenance	11,227	-	-
009-530	Advertising	3,100	750	-
009-590	All Other Expenses	537	250	250
<b>NET</b>		<b>733,704</b>	<b>640,804</b>	<b>652,024</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

**010 - Registrar's Office**

Request Completed by: **Caroline Swain**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
010-140	Professional Staff - Full Time	124,751	124,853	125,683
010-150	Professional Staff - Part Time	12,170	-	-
010-160	Support Staff - Full Time	124,524	139,576	98,793
010-180	Support Staff - Overtime	481	950	950
010-190	Student Workers	658	-	-
010-420	Supplies/Office & Other	60	-	200
010-430	Printing	65	-	-
010-470	Travel/Other	766	158	1,000
010-480	Professional/Other	9,238	1,800	500
010-490	Dues & Memberships	0	1,200	500
<b>NET</b>		<b>272,712</b>	<b>268,537</b>	<b>227,626</b>



SUNY Schenectady County Community College

2024-25 Budget Request

011 - Academic Services

Request Completed by: MR DC

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
011-140	Professional Staff - Full Time	60,750	62,867	73,593
011-150	Professional Staff - Part Time	120,799	128,000	125,000
011-190	Student Workers	(139)	-	-
011-193	Student Tutors	14,089	15,000	-
011-410	Supplies/Instructional	7,404	6,915	6,200
011-420	Supplies/Office & Other	204	-	-
<b>NET</b>		<b>203,107</b>	<b>212,782</b>	<b>204,793</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

012 - Testing Center

Request Completed by: MS DC

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
012-140	Professional Staff - Full Time	43,733	49,847	-
012-410	Supplies/Instructional	256	3,951	2,500
012-420	Supplies/Office & Other	-	255	200
<b>NET</b>		<b>43,989</b>	<b>54,053</b>	<b>2,700</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

014 - Student Success Center

Request Completed by: LG DC

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
014-140	Professional Staff - Full Time	14,813	91,969	-
014-410	Supplies/Instructional	40,587	49,391	2,000
014-480	Professional/Other	120	-	125
<b>NET</b>		<b>55,520</b>	<b>141,360</b>	<b>2,125</b>

SUNY Schenectady County Community College

2024-25 Budget Request

016 - 13 State Street

Request Completed by: Brian Kasler

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
016-420	Supplies/Office & Other	-	3,699	-
016-510	Rental	19,774	116,844	58,422
016-544	Electric & Gas	2,144	59,821	26,000
016-545	Water/Sewer - City	-	5,000	5,000
016-558	Telephone	-	40,000	-
<b>NET</b>		<b>21,918</b>	<b>225,364</b>	<b>89,422</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

031- College in the High School

Request Completed by: PM DC

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
031-140	Professional Staff - Full Time	23,732	-	72,966
031-150	Professional Staff - Part Time	520	-	3,500
031-410	Supplies/Instructional	-	148	148
031-420	Supplies/Office & Other	-	1,529	1529
031-425	Software	-	5,000	-
031-460	Travel/Faculty	-	316	-
031-470	Travel/Other	-	1,580	1,500
031-480	Professional/Other	6,747	-	5,000
031-590	All Other Expenses	2,940	-	1,000
<b>NET</b>		<b>33,939</b>	<b>12,073</b>	<b>85,643</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

201- SI & P

Request Completed by: DC

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
201-140	Professional Staff - Full Time	128,705	121,167	124,682
201-160	Support Staff - Full Time	54,534	54,972	57,859
201-196	Retirement sick leave payout	4,216	-	-
201-225	Equipment Office/Classroom	290	-	-
201-420	Supplies/Office & Other	71	425	425
201-470	Travel/Other	6,148	3,160	3,160
201-480	Professional/Other	295	-	295
201-590	All Other Expenses	1,019	4,000	3,500
<b>NET</b>		<b>195,802</b>	<b>183,724</b>	<b>189,921</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

**301 - Workforce Development and Community Education**

Request Completed by: Sarah Wilson-Sparrow, Dr. Rota & Lauren Lankau

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
301-120	Teaching Faculty - Adjunct	1,731	-	-
301-122	WFD&CE Instructors	98,444	131,651	175,091
301-140	Professional Staff - Full Time	197,592	153,625	264,448
301-150	Professional Staff - Part Time	42,262	30,111	56,400
301-153	Assistants	1,688	5,703	5,128
301-160	Support Staff - Full Time	58,652	60,041	63,831
301-410	Supplies/Instructional	31,170	45,777	51,127
301-420	Supplies/Office & Other	1,275	849	1,000
301-430	Printing	-	2,500	2,500
301-440	Subscriptions & Periodicals	-	100	-
301-470	Travel/Other	1,945	1,185	2,500
301-480	Professional/Other	140,684	40,082	221,831
301-490	Dues & Memberships	3,630	3,630	3,630
301-510	Rental	1,674	1,674	1,674
301-530	Advertising	1,528	5,000	5,000
301-558	Telephone	375	375	375
301-590	All Other Expenses	188	800	800
301-730	Professional Development	900	900	1,500
<b>NET</b>		<b>583,740</b>	<b>484,003</b>	<b>856,835</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

352 - Information Technology

Request Completed by: April Snow

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
352-140	Professional Staff - Full Time	384,530	432,499	479,254
352-150	Professional Staff - Part Time	18,464	17,062	17,446
352-158	UFP - Overtime	-	1,500	1,500
352-160	Support Staff - Full Time	263,704	370,179	390,759
352-180	Support Staff - Overtime	2,202	2,500	3,500
352-190	Student Workers	155	7,500	7,500
352-225	Equipment Office/Classroom	7,301	-	-
352-310	Computer Equipment FA	19,573	-	-
352-410	Supplies/Instructional	2,255	-	-
352-420	Supplies/Office & Other	10,552	29,053	30,000
352-425	Software	484,156	501,470	469,087
352-430	Printing	109	-	-
352-470	Travel/Other	2,871	7,899	8,000
352-477	Travel local	-	450	450
352-480	Professional/Other	149,801	143,102	83,350
352-490	Dues & Memberships	1,223	1,000	1,500
352-520	Repairs & Maintenance	9,203	25,707	30,000
352-558	Telephone	-	38,800	-
352-559	Telecommunications	10,546	20,000	125,687
<b>NET</b>		<b>1,366,646</b>	<b>1,598,721</b>	<b>1,648,034</b>



**SUNY Schenectady County Community College**

2024-25 Budget Request

401 - Library

Request Completed by: Jacquie Keleher

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
401-140	Professional Staff - Full Time	204,634	215,041	222,747
401-150	Professional Staff - Part Time	49,052	50,000	50,000
401-160	Support Staff - Full Time	93,495	90,246	96,931
401-170	Support Staff - Part Time	27,645	28,000	28,630
401-225	Equipment Office/Classroom	30	500	300
401-410	Supplies/Instructional	1,088	494	450
401-420	Supplies/Office & Other	339	425	350
401-425	Software	-	962	-
401-430	Printing	-	100	100
401-440	Subscriptions & Periodicals	9,103	8,000	8,000
401-450	Books	6,533	3,300	2,500
401-470	Travel/Other	17	395	500
401-477	Travel local	16	50	50
401-480	Professional/Other	45,183	47,700	48,654
401-510	Rental	31,596	75,200	76,704
401-520	Repairs & Maintenance	-	214	-
401-590	All Other Expenses	948	500	500
<b>NET</b>		<b>469,680</b>	<b>521,127</b>	<b>536,415</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

501-Student Affairs

Request Completed by: Stephen Fragalle

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
501-140	Professional Staff - Full Time	365,779	422,886	462,199
501-150	Professional Staff - Part Time	14,700	45,000	-
501-160	Support Staff - Full Time	169,294	168,202	222,284
501-190	Student Workers	343	4,500	4,500
501-194	Student Aid/Notetaker/Interpreter	-	1,000	1,000
501-225	Equipment Office/Classroom	120	-	-
501-410	Supplies/Instructional	108	-	-
501-420	Supplies/Office & Other	2,566	2,124	2,000
501-425	Software	5,460	-	5,150
501-430	Printing	212	500	500
501-470	Travel/Other	1,743	1,185	2,000
501-480	Professional/Other	11,272	41,650	31,500
501-490	Dues & Memberships	6,149	4,000	1,500
501-510	Rental	400	3,000	1,500
501-558	Telephone	58	-	-
501-590	All Other Expenses	150	1,500	1,000
<b>NET</b>		<b>578,354</b>	<b>695,547</b>	<b>735,133.60</b>

New Initiatives

501-140	Counselor I			53,875
	Total			53,875

**SUNY Schenectady County Community College**

2024-25 Budget Request

**502 - Admissions**

Request Completed by: LS DC

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
502-140	Professional Staff - Full Time	117,071	126,152	242,072
502-160	Support Staff - Full Time	97,208	88,670	93,835
502-180	Support Staff - Overtime	322	500	500
502-420	Supplies/Office & Other	294	4,247	2,000
502-430	Printing	106	-	-
502-470	Travel/Other	671	9,479	9,000
502-477	Travel local	234	3,000	3,000
502-480	Professional/Other	1,007	40,000	-
502-490	Dues & Memberships	200	500	500
502-510	Rental	1,170	7,000	7,000
502-740	Recruitment Project	81,157	42,300	-
<b>NET</b>		<b>301,637</b>	<b>321,848</b>	<b>357,907</b>

SUNY Schenectady County Community College

2024-25 Budget Request

505 - Advising

Request Completed by: ME DC

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
505-140	Professional Staff - Full Time	195,814	196,229	306,150
505-150	Professional Staff - Part Time	34,558	37,000	37,000
505-190	Student Workers	-	1,500	-
505-410	Supplies/Instructional	-	741	750
505-420	Supplies/Office & Other	197	1,274	1,110
505-430	Printing	111	-	-
505-470	Travel/Other	392	-	-
505-480	Professional/Other	-	1,500	41,500
505-590	All Other Expenses	-	1,000	1,000
<b>NET</b>		<b>231,072</b>	<b>239,244</b>	<b>387,510</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

601 - Facilities

Request Completed by: Tony Schwartz

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
601-140	Professional Staff - Full Time	117,566	150,892	152,057
601-160	Support Staff - Full Time	949,492	1,026,386	1,049,993
601-170	Support Staff - Part Time	10,974	42,566	21,808
601-180	Support Staff - Overtime	18,227	13,000	20,000
601-220	Equipment Replacement/Other	6,429	11,447	7,000
601-225	Equipment Office/Classroom	3,290	-	3,500
601-240	Equipment Additional/Other	819	-	900
601-311	Furniture FA	12,859	-	13,000
601-313	Maintenance and Grounds FA	19,127	35,500	21,000
601-420	Supplies/Office & Other	202,164	152,909	205,000
601-425	Software	2,990	4,500	16,000
601-430	Printing	-	2,250	-
601-440	Subscriptions & Periodicals	-	150	-
601-470	Travel/Other	-	1,580	-
601-480	Professional/Other	561,711	512,090	574,571
601-510	Rental	383	16,210	16,210
601-520	Repairs & Maintenance	264,506	203,513	270,000
601-544	Electric & Gas	609,676	873,413	928,000
601-545	Water/Sewer - City	26,145	30,000	30,000
601-554	Utilities - Admin	-	25,198	-
601-570	Security	727	-	750
601-730	Professional Development	-	4,000	-
<b>NET</b>		<b>2,807,086</b>	<b>3,105,604</b>	<b>3,329,789</b>

New Initiatives

601-160	Campus Cleaner 5A			35,209
691-425	Upgrades to HVAC monitoring system			12,000
	Total			47,209

**SUNY Schenectady County Community College**

2024-25 Budget Request

602-Security

Request Completed by: Eric Fluty

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
602-140	Professional Staff - Full Time	71,575	73,185	82,600
602-220	Equipment Replacement/Other	352	3,553	400
602-225	Equipment Office/Classroom	2,844	-	3000
602-240	Equipment Additional/Other	6,533	9,000	7,300
602-420	Supplies/Office & Other	3,703	6,116	4,000
602-425	Software	14,343	18,000	15,300
602-430	Printing	-	50	-
602-470	Travel/Other	540	790	600
602-480	Professional/Other	132,849	96,000	122,552
602-510	Rental	-	2,900	-
602-520	Repairs & Maintenance	4,617	5,141	25,000
602-570	Security	727,785	748,864	697,500
602-590	All Other Expenses	357	300	370
<b>NET</b>		<b>965,498</b>	<b>963,899</b>	<b>958,622</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

603 - Center City

Request Completed by: **Brian Kasler**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
603-420	Supplies/Office & Other	2,265	2,124	2,400
603-480	Professional/Other	46,836	52,700	50,000
603-510	Rental	686,258	626,749	626,749
603-544	Electric & Gas	47,152	89,355	69,300
603-545	Water/Sewer - City	2,004	3,000	3,000
603-558	Telephone	15,634	14,500	16,000
603-559	Telecommunications	14,993	14,500	-
<b>NET</b>		<b>815,141</b>	<b>802,928</b>	<b>767,449</b>

SUNY Schenectady County Community College

2024-25 Budget Request

701 - President's Office

Request Completed by: Tiombe Farley

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
701-140	Professional Staff - Full Time	390,457	365,013	408,537
701-150	Professional Staff - Part Time	42,040	40,000	40,000
701-410	Supplies/Instructional	255	-	-
701-420	Supplies/Office & Other	1,730	849	849
701-430	Printing	537	-	-
701-440	Subscriptions & Periodicals	193	-	-
701-470	Travel/Other	43,400	45,814	45,814
701-480	Professional/Other	23,324	32,000	32,000
701-510	Rental	261	130	130
701-590	All Other Expenses	31,851	30,000	30,000
701-730	Professional Development	-	250	250
701-786	Achieving the Dream	3,892	15,000	15,000
<b>NET</b>		<b>537,941</b>	<b>529,056</b>	<b>572,580</b>



**SUNY Schenectady County Community College**

2024-25 Budget Request

702 - Board of Trustees

Request Completed by: Tiombi Farley

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
702-410	Supplies/Instructional	64	247	250
702-420	Supplies/Office & Other	520	425	500
702-440	Subscriptions & Periodicals	-	50	50
702-470	Travel/Other	3,774	3,791	7,000
702-590	All Other Expenses	3,676	2,520	2,520
<b>NET</b>		<b>8,034</b>	<b>7,033</b>	<b>10,320</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

703- Development

Request Completed by: Marianne K. Senneca

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
703-140	Professional Staff - Full Time	59,129	65,000	65,000
703-160	Support Staff - Full Time	55,080	54,896	34,512
703-180	Support Staff - Overtime	336	-	-
703-430	Printing	57	-	-
<b>NET</b>		<b>114,601</b>	<b>119,896</b>	<b>99,512</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

704 - Human Resources

Request Completed by: Paula Ohlhous

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
704-140	Professional Staff - Full Time	280,575	300,241	410,849
704-150	Professional Staff - Part Time	16,709	-	-
704-225	Equipment Office/Classroom	197	-	-
704-420	Supplies/Office & Other	1,676	1,223	1,676
704-425	Software	19,326	24,870	24,429
704-440	Subscriptions & Periodicals	-	4,000	4,000
704-470	Travel/Other	5,485	4,739	6,000
704-480	Professional/Other	25,838	53,000	53,000
704-490	Dues & Memberships	229	2,000	2,000
704-530	Advertising	14,834	35,000	35,000
704-590	All Other Expenses	800	160	800
704-730	Professional Development	149	2,000	2,000
<b>NET</b>		<b>365,818</b>	<b>427,233</b>	<b>539,754</b>

SUNY Schenectady County Community College  
 2024-25 Budget Request  
 705 - Institutional Research  
 Request Completed by: DM DC

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
705-140	Professional Staff - Full Time	90,414	92,435	95,306
705-420	Supplies/Office & Other	-	127	150
705-425	Software	-	1,650	-
705-440	Subscriptions & Periodicals	505	-	506
705-470	Travel/Other	11	1,264	1,600
<b>NET</b>		<b>90,930</b>	<b>95,476</b>	<b>97,562</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

706 -Administration

Request Completed by: Patrick Ryan

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
706-140	Professional Staff - Full Time	276,575	276,804	284,630
706-225	Equipment Office/Classroom	390	-	-
706-410	Supplies/Instructional	222	-	-
706-420	Supplies/Office & Other	2,018	1,699	3,500
706-430	Printing	92	300	300
706-470	Travel/Other	5,983	5,529	20,000
706-477	Travel local	7	-	-
706-480	Professional/Other	-	67,000	9,000
706-530	Advertising	4,789	5,000	5,000
<b>NET</b>		<b>290,077</b>	<b>356,332</b>	<b>322,430</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

707- Financial Services

Request Completed by: Amiee Warfield

ORGANIZATION-ACCOUNT	TITLE	FISCAL 23 ACTUAL EXPENSES	FISCAL 24 APPROVED BUDGET	FISCAL 25 BUDGET REQUEST
707-140	Professional Staff - Full Time	137,694	142,801	202,578
707-150	Professional Staff - Part Time	-	18,792	20,015
707-160	Support Staff - Full Time	295,133	262,119	270,783
707-170	Support Staff - Part Time	21,088	37,473	21,490
707-180	Support Staff - Overtime	12,191	15,327	14,613
707-420	Supplies/Office & Other	1,358	2,548	3,000
707-425	Software	-	-	5,200
707-470	Travel/Other	112	-	-
707-480	Professional/Other	4,151	6,500	15,024
707-520	Repairs & Maintenance	1,469	-	5,200
707-533	Credit Card Fees	65,369	75,000	75,000
<b>NET</b>		<b>538,565</b>	<b>560,560</b>	<b>632,904</b>

**New Initiatives**

707-140	Assistant Contoller			55,000
707-480	Scanning of old documents			8,524
	<b>Total</b>			<b>63,524</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

708 - Marketing

Request Completed by: Karen Tanski

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
708-140	Professional Staff - Full Time	220,006	268,214	278,549
708-160	Support Staff - Full Time	55,583	55,484	50,346
708-180	Support Staff - Overtime	1,347	250	250
708-310	Computer Equipment FA	5,760	-	500
708-420	Supplies/Office & Other	413	1,869	2,000
708-430	Printing	16,879	10,000	10,000
708-440	Subscriptions & Periodicals	1,036	1,000	1,000
708-480	Professional/Other	198,608	110,143	104,493
708-530	Advertising	244,057	272,200	272,200
<b>NET</b>		<b>743,690</b>	<b>719,160</b>	<b>719,338</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

**709 - Diversity Office**

Request Completed by: **Catla B. Laird de Polanco**

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
709-140	Professional Staff - Full Time	40,561	73,185	72,375
709-190	Student Workers	-	-	-
709-420	Supplies/Office & Other	52	85	85
709-470	Travel/Other	6,886	1,975	950
709-480	Professional/Other	13,670	5,000	5,000
709-490	Dues & Memberships	-	500	500
709-730	Professional Development	849	2,000	2,000
<b>NET</b>		<b>62,017</b>	<b>82,745</b>	<b>80,910</b>



**SUNY Schenectady County Community College**

2024-25 Budget Request

710 - College Services

Request Completed by: Brian Kasler

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
710-160	Support Staff - Full Time	90,209	97,869	100,136
710-196	Retirement sick leave payout	3,112	-	-
710-420	Supplies/Office & Other	1,167	1,062	1,250
710-510	Rental	-	-	-
710-520	Repairs & Maintenance	-	857	1,000
<b>NET</b>		<b>94,489</b>	<b>99,788</b>	<b>102,386</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

750 - Special Facilities Programming

Request Completed by: Karen Tanski

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
750-140	Professional Staff - Full Time	-	7,000	50,680
750-420	Supplies/Office & Other	56	-	1,500
750-425	Software	873	2,500	1,000
750-480	Professional/Other	20,800	6,000	20,000
<b>NET</b>		<b>21,729</b>	<b>15,500</b>	<b>73,180</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

801- Institutional Support

Request Completed by: Patrick Ryan

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
801-196	Retirement sick leave payout	-	75,000	75,000
801-225	Equipment Office/Classroom	9,698	10,000	10,000
801-240	Equipment Additional/Other	2,085	-	-
801-420	Supplies/Office & Other	33,099	29,732	35,000
801-425	Software	7,800	6,744	6,743
801-430	Printing	-	2,700	2,700
801-440	Subscriptions & Periodicals	865	200	200
801-470	Travel/Other	2,285	3,949	5,000
801-480	Professional/Other	105,980	111,243	111,243
801-490	Dues & Memberships	35,888	45,000	45,000
801-510	Rental	14,371	40,000	40,000
801-534	Audit/CPA Services	44,120	68,500	68,500
801-535	Legal Services	88,371	150,000	150,000
801-558	Telephone	32,893	30,000	30,000
801-559	Telecommunications	50,678	50,000	50,000
801-561	Bulk Mail	29,503	-	31,000
801-562	Metered Mail	33,040	55,000	35,000
801-563	Postage - Other	1,457	2,000	2,000
801-580	Insurance	326,455	358,000	375,000
801-590	All Other Expenses	16,281	45,000	45,000
801-595	Commencement	32,679	35,000	35,000
801-730	Professional Development	4,946	30,000	40,000
801-785	Middle States Expense	23,991	20,000	25,000
<b>NET</b>		<b>896,483</b>	<b>1,168,068</b>	<b>1,217,386</b>

**SUNY Schenectady County Community College**

2024-25 Budget Request

**901 - Benefits**

Request Completed by: Patrick Ryan

<b>ORGANIZATION-ACCOUNT</b>	<b>TITLE</b>	<b>FISCAL 23 ACTUAL EXPENSES</b>	<b>FISCAL 24 APPROVED BUDGET</b>	<b>FISCAL 25 BUDGET REQUEST</b>
901-801	NYS Employees' Retirement	686,361	784,678	796,830
901-802	NYS Teachers' Retirement	171,763	358,537	329,172
901-803	TIAA-CREF	499,846	535,901	505,979
901-821	Social Security	839,556	1,052,069	1,113,879
901-831	Workers' Compensation	39,800	79,499	72,326
901-832	Unemployment Insurance	-21,007	129,499	97,326
901-841	Medical Insurance	4,224,131	4,294,739	4,619,098
901-851	Employee Tuition Benefits	6,820	50,000	50,000
901-861	Compensated Absences	10,000	75,000	75,000
<b>NET</b>		<b>6,457,271</b>	<b>7,359,922</b>	<b>7,659,608</b>

**Exhibit 1 2024-25 Chargeback Calculation**

A	Total Budget	\$	28,072,403	
	New Total Budget	\$	28,072,403	
B	Costs Not Allowable			\$0
C	Service Fees		\$2,531,404	
D	Rental Income from Real Property		\$232,264	
E	Interest Income		\$3,999	
F	Unclassified Revenues		\$810,800	
G	Total and Offsets			\$3,578,467
H	Total Tuition			\$8,865,795
I	State Aid			\$8,132,781
J	Total Reductions			\$20,577,043
K	Balance to fund	\$		7,495,359
L	Total FTEs Budgeted			2,009
M	Gross per FTE			\$3,732
P	Lowest \$10 < \$0			\$3,730
Q	# of Non-resident FTEs			903.85
R	Total Estimated Chargeback Revenues			\$3,371,361

**Exhibit 2: Fee Schedule**

**SUNY SCHENECTADY  
COUNTY COMMUNITY COLLEGE**

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

2024-25

<b>TUITION</b>	New York State residents who present a Certificate(s) of Residence from their home county or Schenectady County residents who submit a signed affidavit of residency:	
	Full-Time (per semester):	\$ 2,484.00
	Full-Time (per academic year):	\$ 4,968.00
	Part-Time (per semester credit hour or equivalent):	*\$ 207.00
	Full-Time Excelsior (per semester)	\$ 2,484.00
	*Part-time tuition for students enrolled through the College in the High School Program is \$70.00 per credit hour.	

<b>TUITION</b>	Non-New York State residents and residents who do not present a Certificate(s) of Residence:	
	Full-Time (per semester)	\$ 3,726.00
	Full-Time (per academic year):	\$ 7,452.00
	Part-Time (per semester credit hour or equivalent):	\$ 311.00

STUDENT SERVICE FEE	CHARGE	PER	SERVICE RENDERED
111.00	Full-Time	Semester	Student Activity Fee (Required)
10.00	Part-Time	Credit Hour	Student Activity Fee (Required)
384.00	Full-Time	Semester	Technology Fee (Required)
32.00	Part-Time	Credit Hour	Technology Fee (Required)
116.00	Full-Time	Semester	Transportation Fee (Required)
12.00	Part-Time	Credit Hour	Transportation Fee (Required)
12.00	FT/PT	Credit Hour	Capital Facilities Fee up to a maximum of \$300/year (Required for Non-NYS Residents)

STUDENT SERVICE FEE	CHARGE PER	SERVICE RENDERED
**2,532.32	FT/PT Annual	International Student/Scholar Health Insurance – Inbound
**1,066.67	FT/PT Fall Semester	International Student/Scholar Health Insurance – Inbound
**1,052.73	FT/PT Spring Semester	International Student/Scholar Health Insurance – Inbound
**641.40	FT/PT Summer	International Student/Scholar Health Insurance – Inbound
**211.02	FT/PT Monthly	International Student/Scholar Health Insurance – Inbound
**111.54	FT/PT Short Term	International Student/Scholar Health Insurance – Inbound, Up to 16 days
**920.04	FT/PT Annual	International Student/Scholar Health Insurance – Outbound, Study Abroad
**865.65	FT/PT Fall Semester	International Student/Scholar Health Insurance – Outbound, Study Abroad
**380.62	FT/PT Spring Semester	International Student/Scholar Health Insurance – Outbound, Study Abroad
**221.90	FT/PT Summer	International Student/Scholar Health Insurance – Outbound, Study Abroad
**76.67	FT/PT Monthly	International Student/Scholar Health Insurance – Outbound, Study Abroad
**40.33	FT/PT Short Term rate	International Student/Scholar Health Insurance – Outbound, Study Abroad, Up to 16 days
**90.00	FT/PT Annual	International Student/Scholar Health Insurance – Medical Evaluation/Repatriation Policy Only
**45.00	FT/PT 6 Months	International Student/Scholar Health Insurance – Medical Evaluation/Repatriation Policy Only
**7.50	FT/PT Monthly	International Student/Scholar Health Insurance – Medical Evaluation/Repatriation Policy Only

\*\* Fees shown for International Student/Scholar Health Insurance are based on the 2024-25 school year, and are subject to change.

STUDENT SERVICE FEE	CHARGE PER	SERVICE RENDERED
40.00	FT/PT Course	Course Fee - Level A'
60.00	FT/PT Course	Course Fee - Level B'
85.00	FT/PT Course	Course Fee - Level C'
105.00	FT/PT Course	Course Fee - Level D'
140.00	FT/PT Course	Course Fee - Level E'
255.00	FT/PT Course	Course Fee - Level F'
150.00	FT/PT Course	BPA 101, BPA 201
45.00	FT/PT Course	HOT 277, HOT 218
140.00	FT/PT Course	HOT 112, HOT 225, HOT 226, HOT 256, HOT 257, HOT 258, HOT 269
239.00	FT/PT Course	HOT 255
205.00	FT/PT Course	ART 115
303.00	FT/PT Course	ART 280
500.00	FT/PT Course	Music Lesson Fee (MUS 135, 136, 168, 164, 263, 264)
16,151.00	FT/PT Course	Flight Laboratory Fee (AER101)***
15,182.00	FT/PT Course	Flight Laboratory Fee (AER141)***
12,896.00	FT/PT Course	Flight Laboratory Fee (AER228)***
11,968.00	FT/PT Course	Flight Laboratory Fee (AER229)***
3,700.00	FT/PT Course	Air Traffic Control Fee (ATC101)
2,500.00	FT/PT Course	Air Traffic Control Fee (ATC141)
2,000.00	FT/PT Course	Air Traffic Control Fee (ATC205)
2,500.00	FT/PT Course	Air Traffic Control Fee (ATC255)
5,400.00	FT/PT Course	Air Traffic Control Fee (ATC280)
25.00	Full-Time Semester	Late Registration Fee
10.00	Part-Time Course	Late Registration Fee (Maximum \$25.00)
20.00	FT/PT Each	Return Check Fee
8.00	FT/PT Each	Online Ordered Transcript Fee
10.00	FT/PT Each	In-Person Ordered Transcript Fee
12.00	FT/PT Each	In-Person Same Day Transcript Fee



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

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

\*\*\* Additional Third-Party Fees May Apply for Aviation Courses for Textbooks, Charts, Examinations & Exams, Ranging from: \$ 217 to \$ 1,607, depending on the course.

Initial course fees cover 55 hours of training, which is the basic number of hours to complete the course. Schenectady County Community College is NOT responsible for any Aviation fees incurred over and above the initial course fee.

Additional fees associated with additional hours a student may require to complete a course is the student's responsibility to cover.

*The estimated cost is \$250.00 per hour over the initial 55 hours. According to the Federal Aviation Administration's website, "the average number of hours for persons without a hearing impairment completing the private pilot certification requirements is approximately 75 hours."*

Additional flight hours may also be purchased by the student.

A student must pass and have a recorded grade for the current lab before they are allowed to register for the subsequent flight lab.

- 7 CIS 261, ELT 110, ELT 121, ELT 231, ELT 262, GEO 143, PHY 153, PHY 154, PHY 221, PHY 222, PHY 223; end All
- 4 BIO 111, BIO 112, BIO 117, BIO 141, BIO 142, BIO 203, BIO 224, BIO 241, BIO 273, BMT 104, CHM 112, CHM 113, CHM 121, CHM 122, CHM 200, CIS 110, CIS 111, CIS 137, CIS 235, CIS 256, CIS 257, SC: 115, ELT 256, NMT 252, NMT 225, NMT 280
- 6 BMT 102, CBB 102, CHM 140, CHM 228, CHM 229, DST 104
- 4 BIO 170, BIO 171, BIO 172, BIO 174, BIO 261, BIO 263, BIO 264
- 7 HCT 111, HCT 119, HCT 125, HCT 220, HCT 238, HCT 251, HCT 253, HCT 258, HCT 260, HCT 266, ART 127, ART 128, MFS 101
- 4 MFS 102, MFS 103