



County of Schenectady

NEW YORK

GARY HUGHES
CHAIR OF THE LEGISLATURE

GEOFFREY T. HALL
CLERK OF THE LEGISLATURE

SCHENECTADY COUNTY LEGISLATURE

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MAY 2024
COMMITTEE MEETING SCHEDULE

DATE: 3 May 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall; Clerk of the Legislature
SUBJECT: Committee Meetings
Monday, May 6, 2024
620 State Street
Legislative Chambers
Sixth Floor – 7:00 PM

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 38
Followed by:	Committee on Health, Housing & Human Services Legislator Ostrellich, Chair	page 84
Followed by:	Committee on Labor & Civil Service Legislator Frisoni, Chair	page 113
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Followed by:	Committee on Tourism, Arts & Special Events Legislator Gatta, Chair	page 174
Followed by:	Committee on Technology & Communications Legislator Ruzzo, Chair	page 180
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 198



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: May 3, 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, May 6, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
CJCA	2 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES FOR THE FUNDING OF INDIGENT LEGAL DEFENSE SERVICES	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Codes, Judiciary and Consumer Affairs
Dual Reference: Ways and Means
Initiative: CJCA 2

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES FOR THE FUNDING OF INDIGENT LEGAL DEFENSE SERVICES

Purpose and General Idea:

Provides Authorization to Enter into a Multi-Year Agreement with the NYS Office of Indigent Legal Services for the Fourth Upstate Quality Improvement and Caseload Reduction Grant

Summary of Specific Provisions:

Authorizes the acceptance of \$300,000 in funding and enter into a to enter into a multi-year agreement with the New York State Office of Indigent Legal Services for the Fourth Upstate Quality Improvement and Caseload Reduction Grant. This funding is provided over a three-year period, starting July 1, 2023 and ending June 30, 2026.

Effects Upon Present Law:

None.

Justification:

County Manager Rory Fluman indicates that through this grant, the County has been awarded funding to improve the quality of legal representation for indigent parents and to promote initiatives that reduce the caseload burden related to indigent legal defense.

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY

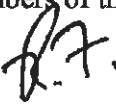


RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

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

Date: May 3, 2024

RE: Authorization to Enter into a Multi-Year Agreement with the NYS Office of Indigent Legal Services for the Fourth Upstate Quality Improvement and Caseload Reduction Grant

I am requesting authorization to enter into a multi-year agreement with the New York State Office of Indigent Legal Services for the Fourth Upstate Quality Improvement and Caseload Reduction Grant. Through this grant, the County has been awarded \$300,000 in funding to improve the quality of legal representation for indigent parents and to promote initiatives that reduce the caseload burden related to indigent legal defense.

This funding is provided over a three-year period, starting July 1, 2023 and ending June 30, 2026.

I recommend your approval.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 - 1350200</p> <p>CONTRACT NUMBER: C4TH641</p> <p>CONTRACT TYPE (select one): <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: Schenectady, County of</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods): <input type="checkbox"/> Amendment (list periods):</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002365 Federal Tax ID Number: 14-6002431</p>	<p>PROJECT NAME: FOURTH UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: County of Schenectady Office of the County Manager 620 State Street Schenectady, NY 12305</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS: Rory.Fluman@schenectadycounty.com</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: 420100000000</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: # C4TH641

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement"), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

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

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

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

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

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

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

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

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

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

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

b) **Cause:** The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) **Non-Responsibility:** Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

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

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

f) **Force Majeure:** Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

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

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. Suspension:

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

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

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

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

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

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

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

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

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

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

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

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

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

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

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

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

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or

payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

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

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds

\$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage

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and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the

finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is

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requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal

employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

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NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security

Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State

Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>.

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

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

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

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

Contract Number: # C4TH641

Page 7 of 7, Contract for Grants - Appendix A

June 2023

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

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Rory Fluman
Schenectady County Manager
620 State Street, 6th Floor
Schenectady, NY 12305
(518) 388-4355
Rory.Fluman@schenectadycounty.com

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

**ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Please Refer to Attachment C "Work plan."

**ATTACHMENT A-3
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS**

Not Applicable.

Contract Number: # C4TH641

Page 1 of 1, Attachment A-3 – Federally Funded Grants and Requirements Mandated by Federal Laws

January 2024

ATTACHEMENT B-1

BUDGET

Office of Indigent Legal Services
FOURTH UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION
July 1, 2023 - June 30, 2026

COUNTY OF SCHENECTADY

Total Contract Amount: \$300,000.00

Budget Expenditure Item	Year 1 7/1/23 - 6/30/24	Year 2 7/1/24 - 6/30/25	Year 3 7/1/25 - 6/30/26
PUBLIC DEFENDER'S OFFICE			
Personnel:			
Chief Assistant Public Defender - Partial Salary	\$33,801.00	\$34,562.00	\$35,339.00
Sr. Assistant Public Defender - Partial Salary	\$15,992.00	\$16,351.00	\$16,719.00
Partial Fringe for above positions	\$24,976.00	\$25,538.00	\$26,112.00
Public Defender - Subtotal Personnel	\$74,769.00	\$76,451.00	\$78,170.00
CONFLICT DEFENDER'S OFFICE			
Personnel:			
Sr. Assistant Conflict Defender - Partial Salary	\$15,992.00	\$16,351.00	\$16,719.00
Sr. Assistant Conflict Defender - Partial Fringe	\$7,023.00	\$7,182.00	\$7,343.00
Conflict Defender - Subtotal Personnel	\$23,015.00	\$23,533.00	\$24,062.00
TOTAL	\$97,784.00	\$99,984.00	\$102,232.00
THREE-YEAR TOTAL	\$300,000.00		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

FOURTH UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION

JULY 1, 2023 – JUNE 30, 2026

COUNTY OF SCHENECTADY

Goal: To improve the quality of services provided under Article 18-B of the County Law.

Task #1

Provide funding for a portion of the salary and fringe for a full-time Chief Assistant Public Defender and a full-time Senior Assistant Public Defender position to reduce the caseload of the individual attorneys so more quality time is available for cases.

Performance Measure:

- Number of individuals who receive legal representation because of the increased hours of this position.
- Reduction in overall attorney caseloads in the Office of the Public Defender
- Outcome of trial or other legal proceeding as result of additional hours of support

Program Location:

- Office of the Public Defender, Schenectady County

Task #2

Provide funding for a portion of the salary and fringe for a full-time Senior Assistant Conflict Defender position to represent assigned clients in Schenectady City Police Court four to five days a week, which will alleviate the caseloads of other Conflict Defender Office attorneys.

Performance Measure:

- Reduction in overall attorney caseloads in the Office of the Conflict Defender
- Outcome of trial or other legal proceeding as result of additional support
- Number of individuals who receive legal representation because of the creation of this position.

- Improved quality of representation provided to clients due to the increase in the amount of time each attorney must prepare, investigate, and research cases; visiting clients at jail and effectively reducing the attorney client ratio to a more management amount.

Program Location:

- Office of the Conflict Defender, Schenectady County

Task #3

Collect and report data annually, in statistical and narrative form, to measure the impact of the Upstate Caseload Reduction and Quality Improvement project and analyze and evaluate project outcomes.

Performance Measure:

- Provide a detailed narrative description of successes achieved, obstacles encountered during implementation of the program, and efforts to overcome those obstacles. If applicable, the description should describe how and why the program as implemented differed from the program as originally proposed.
- Collect and report data consistent with the manner of collecting and reporting data described by Contractor in its grant proposal to show whether the plan has been successfully implemented, and whether changes to the quality of representation provided to clients have occurred.
- Demonstrate efforts to assure that the data collected are of the highest possible quality, including describing the specific data protocol employed.
- Report in aggregate form statistical data collected for periods prior to the implementation of the program, to the extent possible, and provide such reports annually thereafter.

Program Location:

- Office of the Public Defender, Schenectady County
- Office of the Conflict Defender, Schenectady County

**ATTACHMENT D
PAYMENT AND REPORTING**

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

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

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

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

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

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

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

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



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: May 3, 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, May 6 2024 at 7:00 p.m
 Schenectady County Office Building,
 Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EDP	0 SCHENECTADY COUNTY METROPLEX DEVELOPMENT AUTHORITY FIVE-YEAR PROJECTS PLAN PRESENTATION	Legislator Samuel	
EDP	4 A RESOLUTION REGARDING THE TRANSFER OF COUNTY-OWNED REAL PROPERTIES TO THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION	Legislator Samuel	
EDP	5 A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE SCHENECTADY COUNTY CAPITAL RESOURCE CORPORATION	Legislator Samuel	
EDP	6 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY FOR IMPROVEMENTS TO THE EMPIRE STATE TRAIL	Legislator Samuel	

Item	Title	Sponsor	Co-Sponsor
EDP	7 A RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED LOCAL LAW A-2024	Legislator Samuel	

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Economic Development and Planning
Dual Reference:
Initiative: EDP 0

Title of Proposed Resolution:

SCHENECTADY COUNTY METROPLEX DEVELOPMENT AUTHORITY FIVE-YEAR
PROJECTS PLAN PRESENTATION

Purpose and General Idea:

SCHENECTADY COUNTY METROPLEX DEVELOPMENT AUTHORITY FIVE-YEAR
PROJECTS PLAN PRESENTATION

Summary of Specific Provisions:

SCHENECTADY COUNTY METROPLEX DEVELOPMENT AUTHORITY FIVE-YEAR
PROJECTS PLAN PRESENTATION

Effects Upon Present Law:

None.

Justification:

SCHENECTADY COUNTY METROPLEX DEVELOPMENT AUTHORITY FIVE-YEAR
PROJECTS PLAN PRESENTATION

Sponsor: Legislator Samuel

Co-Sponsor:

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Economic Development and Planning
Dual Reference: Ways and Means
Initiative: EDP 4

Title of Proposed Resolution:

A RESOLUTION REGARDING THE TRANSFER OF COUNTY-OWNED REAL PROPERTIES TO THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION

Purpose and General Idea:

Provides Authorization to Transfer the Former Mohawk Auto Center in the City of Schenectady to the Capital Region Land Bank.

Summary of Specific Provisions:

Authorization to transfer the former Mohawk Auto Center located at 742, 754, and 758 State Street to the Capital Region Land Bank. The Land Bank will consolidate the lots, demolish the existing buildings located at the site using a Restore NY Grant, and prep the site for new development. Site Control by the Land Bank is needed to finalize a public private partnership to develop this vacant site.

Effects Upon Present Law:

None.

Justification:

This transfer of properties to the Land Bank is needed to develop this vacant site.

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Ray Gillen, Metroplex Chair
Christopher Gardner, County Attorney

Date: May 3, 2024

Re: Authorization to Transfer the Former Mohawk Auto Center in the City of Schenectady to the Capital Region Land Bank

Attached are memoranda from Ray Gillen, Metroplex Chair, and Christopher Gardner, County Attorney, requesting authorization to transfer the properties located at 742, 754, and 758 State Street to the Capital Region Land Bank. The properties, which encompass the former Mohawk Auto Center, will have their parcels consolidated, the existing structures demolished, and the site prepared for new, mixed-use development.

In September of 2022, the County Legislature authorized the purchase of this property utilizing American Rescue Plan Act Funds. As this area was determined to be in a food desert, where access to convenient, affordable, and healthy groceries were limited, the intention of this action was to pave the way for the construction of a grocery store at the site. As Mr. Gillen indicates, this transfer of properties to the Land Bank is needed to finalize the public-private partnership that will lead to that development.

I recommend your approval.



MEMO

To: Rory Fluman
From: Ray Gillen
Date: April 23, 2024
Subject: Transfer of former Mohawk Auto Center site to Capital Region Land Bank

At the May meeting of the County Legislature, we are requesting approval to transfer the former Mohawk Auto Center located at 742, 754 and 758 State Street to the Capital Region Land Bank. If approved, the Land Bank will consolidate the lots, demolish the existing building located at the site using a Restore NY grant, and prep the site for new development. Site control by the Land Bank is needed to finalize a public private partnership to develop this vacant site.

We would also like approval to demolish the building prior to transfer to the Land Bank if our demolition team is ready.

We would like to thank Chris Gardner and Frank Salamone for their outstanding working in negotiating an option for this site on very favorable terms for the County and for closing the sale.

If you need more information, please let us know.

cc: Chris Gardner
Frank Salamone

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

To: Rory Fluman, County Manager

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

Dated: May 6, 2024 – REVISED 10:30 A.M.

Copies to: Jennifer Bargy, Deputy County Manager
Charles Davidson, Sustainability Coordinator
Marylou Riddle, Executive Secretary to the County Manager
Jaclyn Falotico, Commissioner of Finance
Ray Gillen, Commissioner of Economic Development and Planning
Paul Romano, Director of Real Property Tax Service Agency
Geoffrey T. Hall, Clerk of the Legislature
M. Joe Landry, Counsel to the Legislature
Frank S. Salamone, Executive First Deputy County Attorney

Re: Transfer of the former Mohawk Auto Center in the City of Schenectady to the Land Reutilization Corporation of the Capital Region (“Land Bank”)

Please find attached the proposed Contract for Purchase and Sale of Real Estate of the properties located at 742, 754 and 758 State Street to the Land Reutilization Corporation of the Capital Region.

This transfer will help ensure that Ray Gillen and the economic development team will have maximum flexibility to develop a food market on this site.

The County Legislature authorized the purchase of the property in September 2022 and the County recently closed on this parcel.

I am requesting that the County Legislature take all steps necessary to authorize the transfer of this property to the Land Reutilization Corporation of the Capital Region.

CHG/kah
Attachments

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

IDENTIFICATION OF PARTIES TO THE CONTRACT

- A. **SELLER** – The Seller is The County of Schenectady, a municipal corporation, organized and existing under the laws of the State of New York, with an office for the transaction of business at 620 State Street, Schenectady, NY 12305.
- B. **PURCHASER** – Land Reutilization Corporation of the Capital Region (“Land Bank”), a New York not-for-profit Corporation, organized and existing under the laws of the State of New York, with its principal offices located at 433 State Street, Schenectady, NY 12305

PURPOSE

The Schenectady County Legislature has made a commitment to combat the food desert in the City of Schenectady, and has implanted a course of action to create a grocery store in the State Street/Albany Street corridor in the City of Schenectady, and has pledged significant financial support to achieve this goal. The Land Bank is working in conjunction with the County to facilitate this important public project. Transferring the properties to the Land Bank will facilitate a mixed use project, including a grocery store.

PROPERTY TO BE SOLD

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

742 State Street
754 State Street
758 State Street

PURCHASE PRICE

The Purchaser shall pay the purchase price as follows:

- a. \$ 1.00 deposit due at signing
b. \$0.00 at closing
c. \$1.00 TOTAL PRICE

ENVIRONMENTAL TEST

Purchaser may cause at its sole expense a Phase I Environmental examination of the Property to be made by a qualified expert. Should such examination show that additional action may be required to determine if the Property is free from environmental hazard or waste or indicate removal of

an environmental hazard or waste from the Property is necessary, Purchaser may at its option cancel this Agreement by notice to Seller and in the event Purchaser so notifies, then this Agreement shall be deemed canceled, null and void. Should the Purchaser undertake additional testing following a Phase I Report showing further examination is necessary to determine if the property is free from environmental hazard or waste, such additional action on Purchaser's part shall not constitute a waiver of its right to cancel pursuant to this Section. If Purchaser cancels this contract based on the results of a Phase I, Phase II or other environmental testing, copies of such results will be provided to Seller.

RIGHT OF INSPECTION AND ACCESS

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

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants as follows:

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

- (g) All roads bounding the Property are public roads and the deed is the only instrument necessary to convey to the Purchaser full access to and the right to the roads freely as well as all rights appurtenant to the Property in the roads;
- (h) There are no persons entitled to possession or use of the Property other than the Seller, whether by lease or other agreement, adverse possession, prescription or otherwise, except as expressly set forth on any addenda attached hereto and made a part hereof;
- (i) There is not, nor has there been, any dispute or claim made with respect to the property lines of the Property.

DEPOSIT

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

- a. The Seller cannot transfer good and marketable title;
- b. The Purchaser exercises any of its rights or contingencies in this Agreement;
- c. The transaction does not close due solely to the actions or omissions of the Seller; or

SURVIVAL OF REPRESENTATIONS

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

SELLER'S DOCUMENTS

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

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

TITLE AND SURVEY

A fee title insurance policy, if desired or required, shall be obtained at the expense of Purchaser. The Seller shall provide any available survey, abstract of title or title insurance policy information, and Purchaser shall pay the cost of an abstract of title or updating such abstract of title.

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

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

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

RIGHT OF REVERTER

As previously set forth above, the primary purpose of this transaction is to effectuate the design, construction, and opening of a grocery store in a food desert. The deed transferring ownership of the premises shall contain language that if a grocery store is not opened within three (3) years of the date of the transfer of title, the property shall revert back to the County. There shall be two exceptions to the reverter clause: (1) payment to the County of the sum of nine hundred fifty thousand (\$950,000.00) Dollars (representing the County's purchase price) or the approval of the Schenectady County Legislature of a non-grocery store public use to replace the grocery store.

CONDITIONS AFFECTING TITLE

The Seller shall convey and the Purchaser shall accept the Property subject to the covenants, conditions, restrictions of record and usual utility easements of record and zoning and environmental protection laws so long as the Property is not in violation thereof and any of the foregoing does not prevent Purchaser's use of the property as contemplated herein; also subject any state of facts which an inspection may show, provided that nothing in this paragraph renders the title to the Property unmarketable.

TRANSFER OF TITLE

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

DEED

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

NEW YORK STATE TRANSFER TAX

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

TAX AND OTHER ADJUSTMENTS

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

REAL ESTATE BROKER

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

NOTICES

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

ENTIRE AGREEMENT

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

MODIFICATION

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

COUNTERPARTS AND ELECTRONIC SIGNATURE

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

BINDING EFFECT

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

[Signature Pages Follow]

SELLER

COUNTY OF SCHENECTADY

PURCHASER

Land Reutilization Corporation of the Capital Region

By: Steve Strichman

By:

**Rory Fluman
County Manager**

**Approved as to form and content
this __ day of _____, 2024.**

**Christopher H. Gardner
County Attorney**

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

On the _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, appeared Rory Fluman, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

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

On the _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, appeared Steve Strichman, individually, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public-State of New York

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Economic Development and Planning
Dual Reference: Ways and Means
Initiative: EDP 5

Title of Proposed Resolution:

A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE SCHENECTADY COUNTY CAPITAL RESOURCE CORPORATION

Purpose and General Idea:

Provides authorization for the notification and approval prior to bond issuance.

Summary of Specific Provisions:

Authorizes the notification and approval prior to bond issuance. The Schenectady County Capital Resource Corporation (CRC), a subsidiary of the Schenectady Metroplex Development Authority, is assisting Union College with the issuance of tax-exempt civic facility bonds. Union College is requesting up to \$60 million in tax exempt bonds to fund the college's long-term lease of the new event center/arena at Mohawk Harbor, capital improvements on the campus, and to refinance two previous bond issues from 2015 and 2017. The CRC will hold a public hearing related to this matter on May 1.

Effects Upon Present Law:

None.

Justification:

There is no financial burden to the County. The CRC will earn a fee from this project which will be used to fund further economic development in the County. 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

To: Honorable Chairperson and Members of the Legislature
From: Rory Fluman, County Manager *R.F.*
CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Ray Gillen, Chair Metroplex Development Authority
David Hogenkamp, Executive Director of Metroplex
Date: May 3, 2024
Re: Notification and Approval Prior to Bond Issuance

The Schenectady County Capital Resource Corporation ("CRC"), a subsidiary of the Schenectady Metroplex Development Authority, is assisting Union College with the issuance of tax-exempt, civic facility bonds. Union College is requesting up to \$60 million in tax-exempt bonds to fund the college's long-term lease of the new event center/arena at Mohawk Harbor, capital improvements on the campus, and to refinance two previous bond issuances from 2015 and 2017.

The CRC will hold a public hearing related to this matter on May 1.

As Mr. Gillen states, there is no financial burden to the County. The CRC will earn a fee from this project which will be used to fund further economic development in the County.

The attached memorandum from Ray Gillen, Chair of the Metroplex Development Authority, outlines the necessary action.



MEMO

TO: Rory Fluman
FROM: David Hogenkamp
Ray Gillen
DATE: April 15, 2024
RE: County Legislature May Agenda — IRS Requirement for Notification and Approval Prior to Bond Issuance

Ray Gillen
Chair

Bradley G. Lewis
Vice Chair

Sharon A. Jordan
Secretary

Karen Zalewski-Wildzunas
Treasurer

Michael Angelozzi

Robert J. Dieterich

Todd M. Edwards

Hayward D. Horton

Steven Rifenburg

.....
The Schenectady County Capital Resource Corporation (“CRC”) is administered by Metroplex as part of the County’s unified economic development team. The CRC helps non-profit groups by serving as a conduit for financing capital projects.

Union College has requested assistance from the CRC with respect to the issuance of up to \$60 million in civic facility bonds. A federal IRS regulation requires notification and approval by the County Legislature prior to the issuance of the bonds. We are asking the County Legislature to approve the issuance of CRC bonds at its May meeting.

The new bond will fund Union’s long-term lease at the new event center/arena at Mohawk Harbor as well as capital improvements on the campus including roofing, windows, underground infrastructure, exterior and interior building envelopes, HVAC, and plumbing work, among other investments and improvements. Furthermore, the college plans to refinance two previous bond issuances from 2015 and 2017.

The issuance of this tax-exempt financing by the CRC does not create any financial responsibility or debt for Schenectady County or the CRC. The CRC will earn a fee from the project that can be used to support our overall economic development mission.

If you need more information, please call us.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Economic Development and Planning
Dual Reference: Ways and Means
Initiative: EDP 6

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY FOR IMPROVEMENTS TO THE EMPIRE STATE TRAIL

Purpose and General Idea:

Provides Authorization to Accept Funding from the Metroplex Development Authority for Signage along the Empire State Trail.

Summary of Specific Provisions:

Authorizes the acceptance of a \$30,000 grant for the fabrication and installation of twelve interpretive signs along the Schenectady County section of the Empire State Trail.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept money from the Metroplex Development Authority Board for the fabrication and installation of interpretive signs.

Create and Increase Expense Code By:

A548020.227650	Interpretive Signs-Mtplx	\$30,000
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Create and Increase Revenue Code By:

A28020.270601	Interpretive Signs-Mtplx	\$30,000
---------------	--------------------------	----------

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

Justification:

Ray Gillen, Metroplex Chair, and Stephen Feeney, Planner II, indicates the new trail signage along the Empire State Trail continues the County's investment into such an important tourism and recreational asset.

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Ray Gillen, Director of Economic Development and Planning
Stephen Feeney, Planner II
Jaclyn Falotico, Commissioner of Finance

Date: May 3, 2024

Re: Authorization to Accept Funding from the Metroplex Development Authority for Signage along the Empire State Trail

Attached is a memorandum from Ray Gillen, Metroplex Chair, and Stephen Feeney, Planner II, requesting authorization to accept a \$30,000 grant for the fabrication and installation of twelve interpretive signs along the Schenectady County section of the Empire State Trail. As Mr. Gillen indicates, the new trail signage along the Empire State Trail continues the County's investment into such an important tourism and recreational asset.

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

I recommend your approval.



County of Schenectady

NEW YORK

Ray Gillen
Commissioner

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

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

Memo

TO: Rory Fluman
FROM: Ray Gillen & Stephen Feeney
RE: Metroplex Signage grant
DATE: April 15, 2024

The Metroplex Board has approved a \$30,000 grant to the County for the fabrication and installation of twelve interpretive signs along the Schenectady County section of the Empire State Trail. The designs of the signs can be viewed here: <https://bit.ly/48OuTia>.

The Empire State Trail is an important tourism and recreational asset for Schenectady County and this project continues the investment in the trail system by the County. It also builds on the County's success with the Alco Heritage Trail. Metroplex and Discover Schenectady are working together with the County to design and install the new trail signage.

The twelve interpretive signs will be installed at:

- The Stockade
- Lock 23
- GE (downtown)
- GE Global Research
- Knolls Atomic Power Lab
- Lock 7
- Hotel Van Curler/SUNY Schenectady
- Old Aqueduct at Kiwanis Park
- Niskayuna Rail Station
- Lock 8
- Union College/Nott Memorial
- Niskayuna Aqueduct

At the May meeting of the County Legislature, we are requesting approval of a resolution to accept this grant funding and amend the budget. Once this is complete, competitive bids will be solicited to fabricate and install the new signs.

Please let us know if you need more information.

Cc: Todd Garofano, Discover Schenectady



SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY

RESOLUTION 1718-24

SCHENECTADY COUNTY TRAIL SIGNAGE PROJECT — AUTHORIZATION TO ADOPT THE GENERAL PROJECT PLAN AND TAKE RELATED ACTIONS

WHEREAS, an application has been presented to the Schenectady Metroplex Development Authority (“Metroplex” or the “Authority”) by the County of Schenectady with respect to the fabrication and installation of interpretive signs on the Schenectady County portion of the Empire State Trail and making further investments and improvements therein (the “Project”); and

WHEREAS, the Authority, as lead agency, conducted an environmental review of the proposed Project pursuant to the State Environmental Quality Review Act and the Part 617 implementing regulations as promulgated by the New York State Department of Environmental Conservation and on March 27, 2024 via Resolution 1717-24, the Authority issued a Negative Declaration with respect to the Project; therefore be it

RESOLVED, that on the basis of the materials presented to this meeting, a copy of which is hereby ordered filed with the records of the Authority relating to the Project, the Authority hereby determines that the proposed Project is located in the Schenectady Metroplex service area; will provide significant economic and social benefits to the state of New York, the City and County of Schenectady; and, complies with the enabling legislation.

RESOLVED, that with respect to the Project, the Authority does hereby adopt the General Project Plan (the “Plan”) for the Project submitted to this meeting.

RESOLVED, Metroplex allocates up to Two Thousand Five Hundred Dollars (\$2,500) for the Authority’s project-related goods and services and Thirty Thousand Dollars (\$30,000) using cash proceeds to implement the Project.

RESOLVED, the Chairman of the Authority or his designee is hereby authorized to make a grant not to exceed Thirty Thousand Dollars (\$30,000) to the County of Schenectady substantially on the terms and conditions, set forth in the materials presented to this meeting.

RESOLVED, that the Chair of the Authority and/or his designee(s) is authorized to take all actions necessary to effectuate the Project.

Motion By: Karen Zalewski-Wildzunas

Seconded By: Robert Dieterich

AYES 9 NOES 0 ABSTAIN 0 ABSENT 0

Date: March 27, 2024

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JK*
DATE: April 25, 2024
SUBJECT: Budget Amendment -- Interpretive Signs Grant - Metroplex

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept money from the Metroplex Development Authority Board for the fabrication and installation of interpretive signs.

Create and Increase Expense Code By:

A548020.227650	Interpretive Signs-Mtplx	\$30,000
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Create and Increase Revenue Code By:

A28020.270601	Interpretive Signs-Mtplx	\$30,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

WELCOME TO
**SCHENECTADY
COUNTY**

— EST. 1661 —



DISCOVER
SCHENECTADY
COUNTY • EST. 1661

THANK YOU
FOR VISITING

SCHENECTADY COUNTY

EST. 1661



DISCOVER
SCHENECTADY
COUNTY • EST. 1661





TRAIL ETIQUETTE

- Trail is open dawn to dusk
- No motorized vehicles
- Maintain an appropriate speed
- Yield to pedestrians and slower trail users
- Keep right and pass on left
- Alert others when passing
- When stopping, move off the trail
- Keep pets on-leash and in control
- Keep the trail clean—carry-in, carry-out
- Don't trespass and respect private property
- No smoking, alcohol or firearms
- Dial 9-1-1 for all emergencies



1015 CANTON
SCHENECTADY
12305-1000



TRAIL ETIQUETTE

- Trail is open dawn to dusk
- No motorized vehicles
- Maintain an appropriate speed
- Yield to pedestrians and slower trail users
- Keep right and pass on left
- Alert others when passing
- When stopping, move off the trail
- Keep pets on-leash and in control
- Keep the trail clean—carry-in, carry-out
- Don't trespass and respect private property
- No smoking, alcohol or firearms
- Dial 9-1-1 for all emergencies

RECOVER
SCHENECTADY
TRAIL SYSTEM





TRAIL ETIQUETTE

- Trail is open dawn to dusk
- No motorized vehicles
- Maintain an appropriate speed
- Yield to pedestrians and slower trail users
- Keep right and pass on left
- Alert others when passing
- When stopping, move off the trail
- Keep pets on-leash and in control
- Keep the trail clean—carry-in, carry-out
- Don't trespass and respect private property
- No smoking, alcohol or firearms
- Dial 9-1-1 for all emergencies

1010 CANTON ST.
SCHENECTADY
NEW YORK 12302





TRAIL ETIQUETTE

- Trail is open dawn to dusk
- No motorized vehicles
- Maintain an appropriate speed
- Yield to pedestrians and slower trail users
- Keep right and pass on left
- Alert others when passing
- When stopping, move off the trail
- Keep pets on-leash and in control
- Keep the trail clean—carry-in, carry-out
- Don't trespass and respect private property
- No smoking, alcohol or firearms
- Dial 9-1-1 for all emergencies

2015-2016
SCHENECTADY

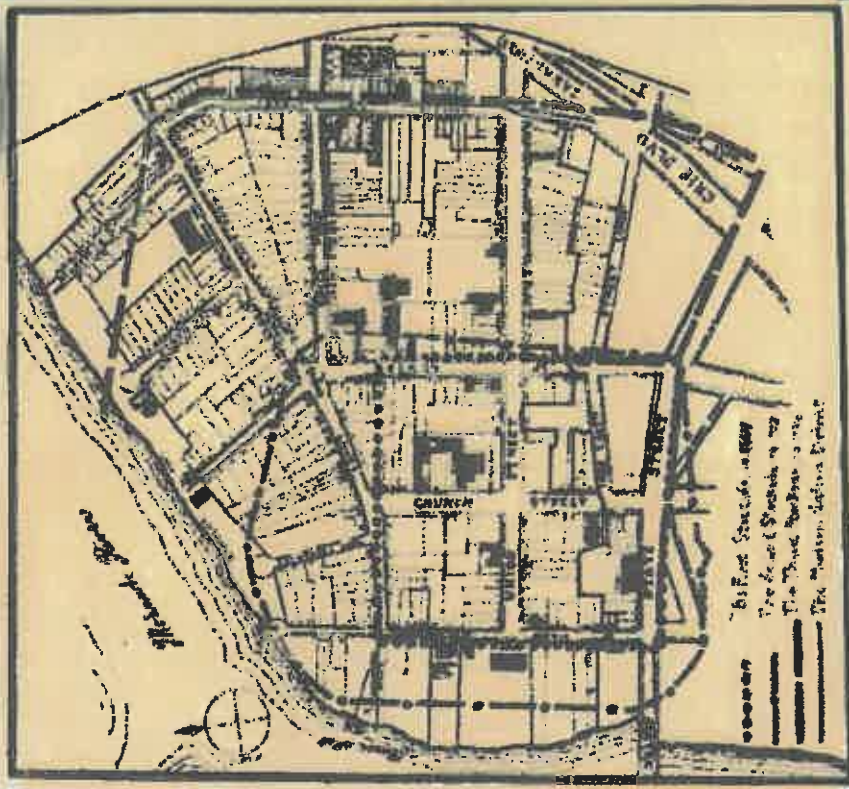


THE STOCKADE DISTRICT



Years ago, settling in the oldest residential neighborhood in the country. Centuries ago, this area was home to the Mohawk Tribe of the Iroquois Nation of Native Americans. Dutch merchants and fur traders first settled on the site here in 1614, recognizing the area's strategic proximity to the Mohawk River. It quickly grew into the colonial gateway to America's western frontier.

With the opening of the Erie Canal in 1825, commercial activity shifted a half-mile east (where Erie Boulevard now stands). The Stockade evolved from the vibrant residential neighborhood it remains today.



STOCKADE BY THE NUMBERS

300 years established

40 acres of historic homes

82 streets in 1600



In 1898, Oliver College opened on the site of the original Stockade. The building was destroyed by fire in 1902 and replaced by the current building.



In 1902, when the original Stockade building was destroyed by fire, the current building was built on the same site. The building is now a historic landmark.



SCHENECTADY

ENLARGED DOUBLE LOCK 23, OLD ERIE CANAL



With a record of operating for 174 years, massive success required new technology to accommodate the increase in traffic size and volume of vessels passing through. The canal's owners were the first to build a double lock in 1842 to replace the original single lock.

Known as "Hazardous Lock," it was an experimental, unstable, double-chamber design allowing boats to travel from either direction at the same time. The first lock west of Schenectady. It was known as the "cutaway at the West." At its busiest, it moved boats through every five minutes (about 4,000 lockages per season).

Built entirely of large cut limestone blocks, Lock 23 was a major transfer point. Many passengers chose to disembark here, traveling overland to Albany, while freight caught up a few days later, passing through 22 locks between here and the Hudson River.

New York State would again lengthen Lock 23 in 1899 for ocean barges, but the 1918 opening of the larger Barge Canal put the lock out of service. It was eventually replaced with Lock 24, with a few hundred feet from here.



A RECORD LIFE FOR LOCK 23

Like all sections of the Erie Canal, Lock 23 had its share of challenges. One of the major problems was the 1918 opening of the larger Barge Canal, which put the lock out of service. It was eventually replaced with Lock 24, with a few hundred feet from here.

General Electric first purchased the lock in 1918, but later sold it to the Erie Canal Corporation. The lock was used for many years as a storage area for various materials and equipment.



Under the direction of the Erie Canal Corporation, the lock was used for many years as a storage area for various materials and equipment. The lock was eventually replaced with Lock 24, with a few hundred feet from here.



SCHENECTADY

GENERAL ELECTRIC

Scientists in eastern New York City, in their remote, 18-acre industrial district—could hardly have discovered a world headquarters along the Mohawk River in Schenectady. The campus you see across the highway, in 1986, was the General Electric Company, opened in 1886. Six years later, it merged with the Thomson-Houston Electric Company to create General Electric (GE).

GE, along with the American Locomotive Company, had acquired many, where Rivers-Castle are stands) and ability to manufacture in all industrial powerhouses. The city's population doubled, then doubled again, as tens of thousands of new residents came to the city seeking work.

Part factory, part research lab, GE scientists, engineers and skilled laborers all worked at the 650-acre site. Together, they embraced and perfected the ability to generate and transmit electricity. Schenectady came to be called "the city that lights the world."

Across the globe, GE equipment is still used to generate power. As electricity demand continues to climb, the General Electric campus in Schenectady is playing an important role in the transition to green energy as home to one of GE's largest, best production facilities.

GENERAL CONSTRUCTION

Building 37, one of the GE 500,000 sq ft, one of the largest General Electric buildings in Schenectady, is playing an important role in the transition to green energy as home to one of GE's largest, best production facilities.



An aerial view of the GE campus in Schenectady.



Aerial view of the GE campus in Schenectady.



Aerial view of the GE campus in Schenectady.



GENERAL ELECTRIC

LEADING THE SECTOR

1892 1926 1399 24

GE's incorporation was the first of the electric corporations to be incorporated in the state.

The GE logo sign you see, sitting atop Building 37 across the highway, was first lit

in 1926. It was the first of its kind in the world.

Number of former hours worked by GE workers to change out 34, the bulbs.



SCHENECTADY

GE GLOBAL RESEARCH

Today a research division is common in any corporation. In 1900, however, when General Electric purchased a dedicated research facility in Schenectady, it was the first in the country.

Inspired by the factory mathematician and electrical engineer Charles Steinbrink, he convinced GE's leaders that a research lab was essential to keeping the company competitive. He even offered his own savings house as the first location (below).



The lab grew, moving to the main General Electric plant in downtown Schenectady until 1955, when a new facility was built here, on this 500-acre tract on the US "Siliconix" (above). When Native American tribes once farmed and fished, engineers from around the world have created groundbreaking advances in everything from medical imaging to jet engines and green energy.



1900

Since its founding in 1900 GE Research's main achievements include



1913

A record-capacity magnetohydro generator built for Niagara Falls.



1922

First GE 80,000-cwrt turbo test conducted at Ft. Schuyler, NY.



1927

The development of the first enclosed X-ray source.



1941

The first US prototype of the P-43 built for use in WWII.



1973

GE researcher Ken Coates, receiving the Nobel Peace Prize for Physics.



1978

The world's first ever first real-time body computer telegraph (CT).



1992

The Mark Chamber built for NASA.



SCHENECTADY

HOTEL VAN CURLER

STATE UNIVERSITY OF NEW YORK SCHEENECTADY



- At its grand opening, 11 Schenectady Chamber of Commerce members called the Hotel Van Curler "an outstretched hand of hospitality." Many famous guests stayed, including:
- Gene Autry
 - Tommy Donney
 - Amelia Earhart
 - Robert Kennedy
 - Charles Lindbergh
 - Joe Louis
 - Ronald Reagan
 - John Philip Sousa
 - Franklin and Eleanor Roosevelt

Today, it is the great prism of SUNY Schenectady, for the famous Hotel Van Curler once welcomed famous performers and supporters. Inside, you'll still find the marble pillars and terraces of the hotel's first major reception space (now the Mohawk Forum) and ballroom (now the Van Curler Room). Each contains a long tradition of historic community events.

Named after Arnold Van Curler, founder of Schenectady, the hotel was built in 1925 as the first and tallest structure in a "Chic pride" campaign. At that time, booming business and the opening of the Barge Canal along the nearby Mohawk River made Schenectady the fastest growing city in New York State.

By the late 1980s, newer hotels, growing suburbs, expansion of General Electric's facilities and changing economic conditions led to the closing of the hotel. Revived by Schenectady County, the Van Curler was renovated opening as a community college in 1999. Today, students study culture, art, aviation, technology, music and many other programs here.



SCHEENECTADY

KNOLLS ATOMIC POWER LABORATORY



Established in 1956, the Knolls Atomic Power Laboratory is solely dedicated to supporting the U.S. Navy's submarine and aircraft carrier fleet through the development of advanced nuclear propulsion technologies and the training of sailors to safely operate them. Founded by Admiral Thomas G. Rickover (left), the Naval Nuclear Propulsion Program has the overall responsibility for research, development, testing, construction, training and cradle-to-grave operation of the Navy's nuclear propulsion systems.



Admiral Rickover, the "Father of the Atomic Navy," is shown here with a sailor in uniform. The sailor is wearing a white cap and a dark uniform with stripes on the sleeve. They are standing in front of a large, cylindrical structure, likely part of a nuclear reactor or submarine component.

Below: Admiral Rickover (left) and a sailor in uniform. The sailor is wearing a white cap and a dark uniform with stripes on the sleeve. They are standing in front of a large, cylindrical structure, likely part of a nuclear reactor or submarine component.



For more information about the Knolls Atomic Power Laboratory, visit our website at www.kaplan.gov or contact us at info@kaplan.gov.



SCHEENECTADY

ERIE CANAL, LOCK 7

1817-1825
1825-1852
1852-1882
1882-1919
1919-1954
1954-2015
National Historic Landmark
2015

The locks of the Erie Canal drop 100 feet for a length of 36 miles, and are the only man-made locks in the world. The locks are a series of 19 locks, with Lock 7 being the largest. The locks were built by the Erie Canal Corporation in 1817-1825, and were expanded in 1852-1882, and again in 1919-1954.



The dam completed, which carries all the water between the two locks, is a very fine example of the old style of dam construction. The dam is a gravity dam, and is built of masonry. The dam is 1,000 feet long, and is 100 feet high. The dam is built on a bed of sand and gravel, and is supported by a foundation of concrete. The dam is a very fine example of the old style of dam construction.

The New York Power Authority's Perry Power Plant, which is located on the river, is a very fine example of the old style of dam construction. The plant is a hydroelectric plant, and is built of masonry. The plant is 1,000 feet long, and is 100 feet high. The plant is built on a bed of sand and gravel, and is supported by a foundation of concrete. The plant is a very fine example of the old style of dam construction.



SCHENECTADY

OLD AQUEDUCT AT KIWANIS PARK

NEW YORK STATE
 NATIONAL HISTORIC
 LANDMARK
 2015

When the Erie Canal opened in 1825, its construction as a modern engineering marvel, in many places the 1825-mile canal was dug by hand, requiring constant adjustments to reverse challenging terrain. Locks were designed to handle big waterway changes, while aqueducts (like the one you see here) allowed the Canal to flow uninterrupted over rivers and other waterways.

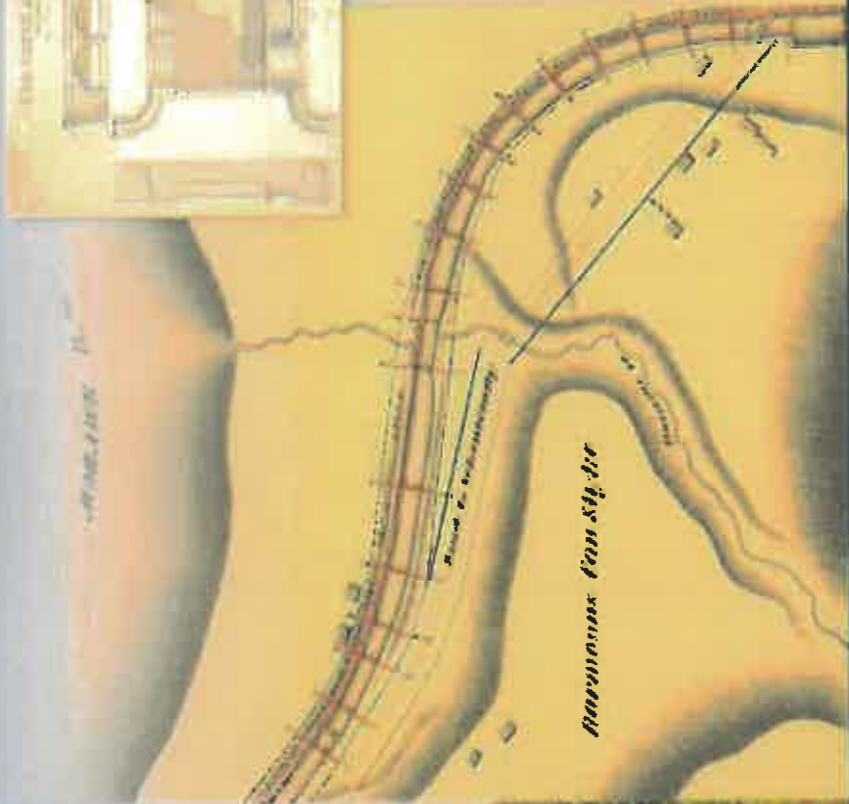
An aqueduct was first built here in 1825, crossing the Muttonhill Creek. Known as "Van Hook's" or "Flat Stone Creek" aqueduct, it was replaced in 1841. The success of the Erie Canal demanded a better version to handle more boat traffic. Canal aqueducts were designed with an arched stone bridge for the approach to cross, rest to stone pillars that supported a wooden trestle where canal water flowed.

In July, 1891, a storm caused catastrophic damage, carrying away large parts of the aqueduct and forcing the Canal to close for three Roboult years. It would become obsolete by 1915, when the aqueduct was bypassed by the even larger Selge' Canal, built into the Mohawk River.

Today, you are riding across a piece of history, using aqueduct remains to travel New York's Empire State Trail.



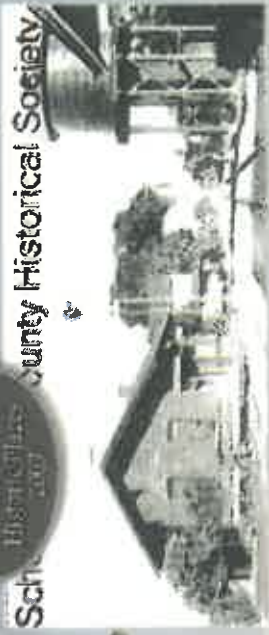
The original Erie Canal included 88 aqueducts. With its success, the canal was eventually enlarged, and 32 more stone and wood structures were built. The remains of a much larger aqueduct can be seen about 10 miles east along the trail, where the Renford Aqueduct once carried the enlarged canal across the Mohawk River.



SCHENECTADY

NISKAYUNA RAIL STATION AT LIONS PARK

Historic
Schuylkill
County
Historical Society



The Niskayuna train station opened in 1843 to serve the new Troy & Schuylkill Railroad. It was built by the City of Troy to force economic ties with Schuylkill and compete with the Mohawk & Hudson line, running between Albany and the Electric City. Both are among the country's earliest regional railroads.

The train station was designed as a transfer hub for agricultural products, quarry stone and bulk commodities hauled in from nearby communities. Restorations in the early 1890s included the addition of a large gabled roof and overhanging eaves to protect passengers and freight from the elements.

When the T&S Railroad stopped carrying passengers in 1923, the station was rented for private use, including a family residence. Restored in 1976 and joined the National Register of Historic Places in 2007.

Fiesta artists use the station in winter months, painting both inside and out to capture changing Mohawk River landscapes.

The Niskayuna Rail Station at Lions Park is a historic building with a rich history. It was built in 1843 and served as a transfer hub for agricultural products, quarry stone and bulk commodities hauled in from nearby communities. Restored in 1976 and joined the National Register of Historic Places in 2007.



SCHUYLKILL
COUNTY
HISTORICAL SOCIETY

ERIE CANAL, LOCK 8

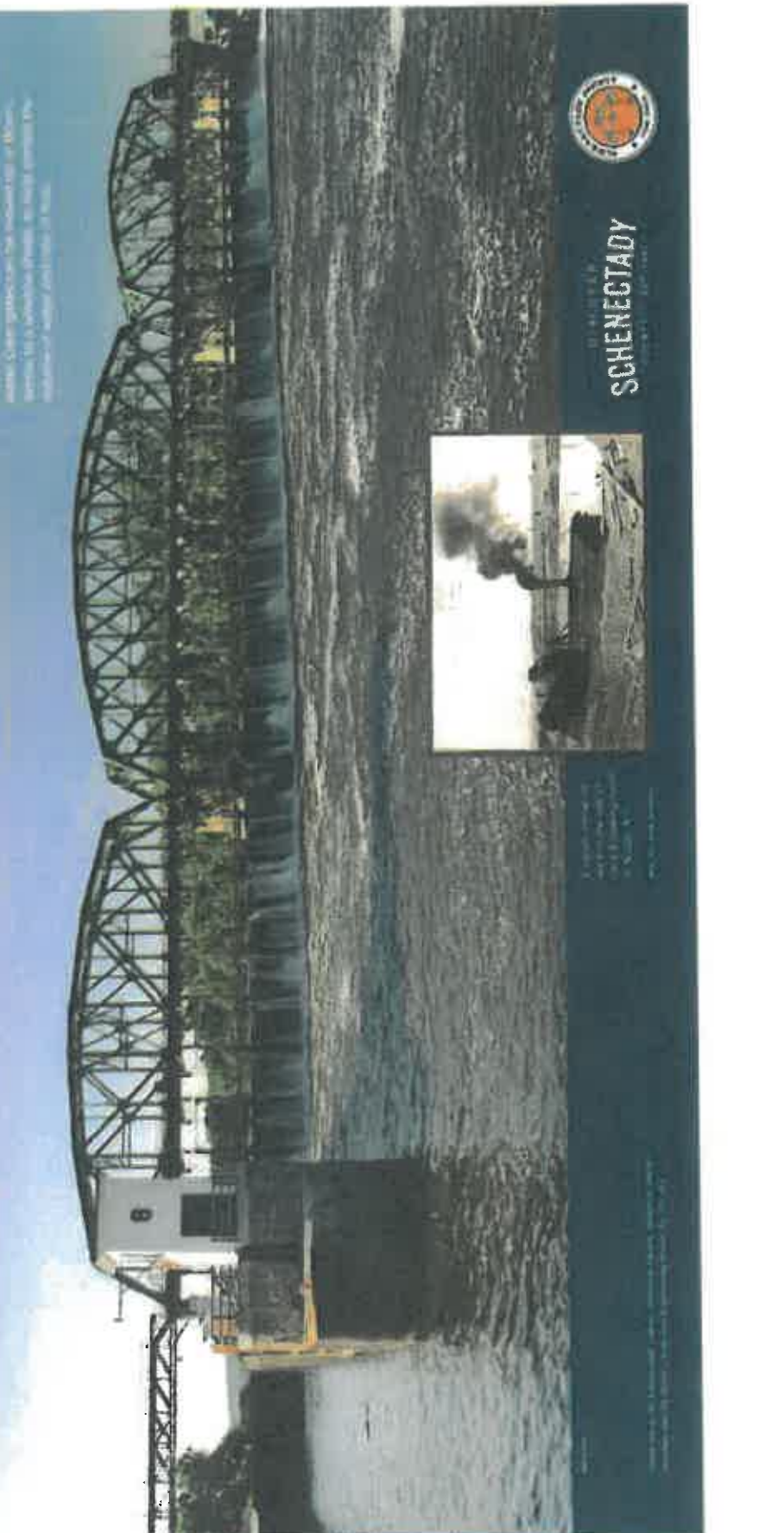
One of the largest locks measured 200 feet long and 15 feet wide in 1819. Canal locks around 100 feet long and 20 feet wide. When New York State began building the expanded Barge Canal, new locks measured more than 300 feet long and 45 feet wide, with a depth of 12 feet of water to accommodate boats up to 300 feet long.

Locks fit through locks along the Midwest River. Southern states based on one-third of the population that will be the largest river. Erie Canal is simply a river of the three-year. It is a river that began in 1819. It is a river that is built by the hands of men. It is a river that is built by the hands of men.

People often mistake the story for a bridge. But the bridge was not a bridge. It was a canal lock. The bridge was not a bridge. It was a canal lock. The bridge was not a bridge. It was a canal lock. The bridge was not a bridge. It was a canal lock.



Lock 8 is a historic structure that is one of the largest locks in the world. It is a canal lock that is built by the hands of men. It is a river that is built by the hands of men.



ERIE CANAL
SCHENECTADY
NEW YORK

NOTT MEMORIAL at UNION COLLEGE



The West facade of the Nott Memorial building shows the original design of the building. Today, the building has been restored to its original design.

Some of the most interesting features of the Nott Memorial building are the stained glass windows and the original building. The building is the original building of Union College in the center of a beautiful campus.

In 1889, Union's president, Elbridge West, began acquiring land to move the college uphill from its original Stockade location. Seven years later, West commissioned Joseph Harniss, a French architect and landscape planner to design the campus.

Harniss would combine an amphitheater, theater and a large central courtyard in the building's design. The building's design was a masterpiece of architecture. The building's design was a masterpiece of architecture. The building's design was a masterpiece of architecture.

At its center, Harniss and West envisioned a large, round, domed building anchoring the school grounds. Though neither would live to see it completed, lack of funds, due in part to the Civil War, would delay construction of the hall for 64 years.

Following a major restoration, the Nott Memorial reopened in 1995 for the Bicentennial of the College's founding. Today, Union's campus remains true to Harniss' original plan, with the Nott as its centerpiece.

Following a major restoration, the Nott Memorial reopened in 1995 for the Bicentennial of the College's founding. Today, Union's campus remains true to Harniss' original plan, with the Nott as its centerpiece.



NOTT MEMORIAL

16 acres 280 stained glass windows 89 feet in diameter 101 feet at the dome's apex



SCHENECTADY

REXFORD AQUEDUCT RUINS

THE NATIONAL HISTORIC LANDMARK SYSTEM
 National Historic Landmark
 1975

When New York Governor DeWitt Clinton first proposed the Erie Canal, engineers assessed it as "Charles DeWitt and Clinton's folly." At the time it opened in 1825, however, the war was finished as one of the world's greatest engineering achievements.

Stretching 36.3 miles from Albany to Buffalo, the challenging topography forced workers to dig much of the original canal by hand. Locks were installed to manage elevation changes, while aqueducts kept the canal flowing across rivers and other waterways.

To avoid particularly steep and rocky terrain in this area, Lock 22 was built, with the canal crossing the river by aqueduct here in Rexford, and then again downstream along a second aqueduct at Croasant (about 15 miles east along the trail).

Built in 1825, the first aqueduct here was called the Upper Mohawk. It was replaced 30 years later by the Rexford Aqueduct, during the enlargement of the Erie Canal.



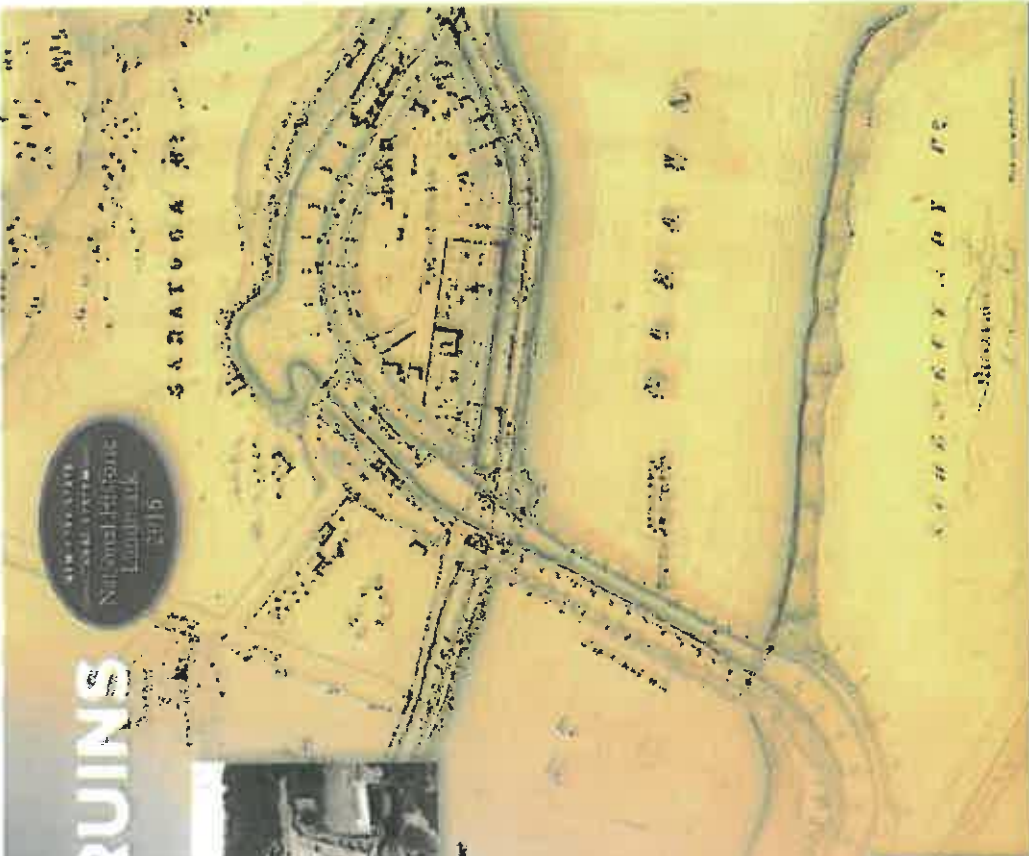
Close-up view of the masonry work for the aqueduct.

When New York State launched an even larger Erie Canal system around 1916, much of the Rexford aqueduct was dismantled to "make way" for the Mohawk River. This allowed vessels big enough to compete with new railroads.

Remnants of the aqueduct stone piers were eventually repurposed as the base of a highway bridge across the river. You can still see—and stand on—the ruins visible to your lower right (accessible via Wilsons Street). Today, stone blocks from the original aqueduct run along the Empire Trail, near the Rivers Ledge complex (about 3 miles west).



Schenectady County Historical Society



SCHENECTADY

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Economic Development and Planning
Dual Reference: Ways and Means
Initiative: EDP 7

Title of Proposed Resolution:

A RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED LOCAL LAW A-2024

Purpose and General Idea:

Provides Authorization to Call for a Public Hearing on Proposed Local Law A of 2024, Regarding the Sale of 519 State Street to Tigerbridge Properties.

Summary of Specific Provisions:

Calls for a public hearing regarding the sale of 519 State Street, formerly the office of the Public Defender, in the City of Schenectady to Tigerbridge Properties. The company, headed by Mr. Sumeet Gupta, was the highest of four bidders with a bid of \$162,500. The public hearing will be held on June 3, 2024.

Effects Upon Present Law:

None.

Justification:

Mr. Gillen and Mr. Cietek indicated; this location was determined by Schenectady County to be surplus property as the Public Defender's office has successfully moved to their current space at 409 State Street. Tigerbridge Properties will instead use the building for commercial space on the first floor and four apartment upstairs.

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Ray Gillen, Metroplex Chair
Scott Cietek, Metroplex Vice President of Economic Development

Date: May 3, 2024

Re: Call for a Public Hearing Regarding the Sell of 519 State Street to Tigerbridge Properties

Attached is a memorandum from Ray Gillen, Metroplex Chair, and Scott Cietek, Metroplex Vice President of Economic Development, requesting a call for a public hearing regarding the sale of 519 State Street, formerly the office of the Public Defender, in the City of Schenectady to Tigerbridge Properties. The company, headed by Mr. Sumeet Gupta, was the highest of four bidders with a bid of \$162,500.

As Mr. Gillen and Mr. Cietek indicate, this location was determined by Schenectady County to be surplus property as the Public Defender's office has successfully moved to their current space at 409 State Street. Tigerbridge Properties will instead use the building for commercial space on the first floor and four apartment upstairs.

I recommend your approval.



22

MEMO

To: Rory Fluman
From: Ray Gillen and Scott Cietek
Date: April 23, 2024
Subject: Sale of 519 State Street (former office of Public Defender)

We are asking the County Legislature to call for a public hearing at the May meeting regarding the sale of the former Public Defender's office at 519 State Street. This would be the first step in the process that the County must follow to sell this surplus space.

After the Public Defender's office relocated to a much improved and more efficient space at 409 State Street, the County determined that 519 State Street was surplus and asked Metroplex to assist with the sale of the property.

A fact sheet on the property was prepared and widely distributed on social media. A for sale sign was posted on the building and extensive outreach efforts were undertaken to solicit interest from potential buyers.

Over 30 property showings/tours were conducted. Best and final offers were due on April 22nd at 5:00 pm.

The 5,454 square foot building is three stories plus a basement, three bathrooms and six parking spaces. Zoning is mixed-use commercial. The current condition of the interior of the building is considered as class c space. The office space has a very dated look and the building needs new electrical, HVAC and plumbing. A fire suppression system must be added if residential units are included in renovation plans. There is water infiltrating the foundation on the eastern side of the building.

In total four offers were received, and we recommend accepting the highest bid of \$162,500 submitted by Tigerbridge properties headed by Mr. Sumeet Gupta. Mr. Gupta is well known local developer with a proven track record. The developer plans to use the building for first floor commercial and four apartments upstairs.

Once a public hearing is held on the property sale and the local law is adopted, a waiting period of 45 days is required as the law is subject to permissive referendum. If all approvals are granted, a July closing is planned.



Metroplex is pleased to assist with this effort to return this building to productive use and to the tax rolls.

If you need more information, please let us know.



PROPOSED LOCAL LAW NO. -24

COUNTY OF SCHENECTADY

Sponsored by _____ :

**A LOCAL LAW AUTHORIZING THE CONVEYANCE OF REAL
PROPERTY OWNED BY THE COUNTY OF SCHENECTADY**

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

Section 1: Intent and Purpose.

It is declared to be the intent and purpose of this law to enable the County of Schenectady to have the general care and control of the corporate real and personal property of the County in order to benefit the inhabitants thereof in accordance with the New York State County Law.

Section 2: Notwithstanding the provisions of section two hundred fifteen of the County Law or any other provision of law to the contrary, this Legislature hereby determines that County real property in the City of Schenectady as hereinafter described is no longer necessary for use by the County and that all the right, title and interest of the County in such real property shall be conveyed to TigerBridge Property Group, LLC without public advertisement or competitive bidding.

Section 3: The parcel of real property situated in the City of Schenectady (519 State Street) and County of Schenectady, State of New York, subject to this Local Law are described as follows:

S/B/L: 39.80-1-28.1.

Section 4: The Legislature shall, by duly adopted resolution or by contract or by instruments authorized by such resolution, convey, for the consideration of one hundred sixty-two thousand and five hundred (\$162,500.00) dollars, the real property, or a portion thereof, hereinbefore described for use by TigerBridge Property Group, LLC.

Section 5: This Local Law shall become effective forty-five (45) days after its final adoption, publication and filing, subject to permissive referendum in accordance with Section twenty-four of the Municipal Home Rule Law, unless within such forty-five (45) day period there be filed with the Clerk of the Legislature of the County of Schenectady a petition protesting against such Local Law, signed and authenticated as herein required by qualified electors of the County of Schenectady, registered to vote therein at least ten (10) per centum of the total number of votes cast for governor as the last gubernatorial election in the County of Schenectady.

DRAFT



Schenectady County Legislature

Committee on Health, Housing and Human Services

Hon. Michelle Ostrelich, Chair

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

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

DATE: May 3, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Health, Housing and Human Services
Honorable Michelle Ostrelich, Chair
Monday, May 6, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
HHHS 15	A RESOLUTION TO ACCEPT MONIES FROM THE NYS HOUSING TRUST FUND CORPORATION AND THE OFFICE OF COMMUNITY RENEWAL FOR THE LEADING IN LEAD PREVENTION PILOT PROGRAM, AND TO CREATE A POSITION IN THE OFFICE OF PUBLIC SERVICES	Legislator Ostrelich	
HHHS 16	A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR THE TOBACCO ENFORCEMENT PROGRAM	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 15

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS HOUSING TRUST FUND CORPORATION AND THE OFFICE OF COMMUNITY RENEWAL FOR THE LEADING IN LEAD PREVENTION PILOT PROGRAM, AND TO CREATE A POSITION IN THE OFFICE OF PUBLIC SERVICES

Purpose and General Idea:

Provides Authorization to Enter into a Multi-Year Agreement with the NYS Housing Trust Fund Corporation and to Create a Position at Public Health Services

Summary of Specific Provisions:

Authorizes the County to enter into a multi-year agreement with the NYS Housing Trust Fund Corporation for the Leading in Lead Prevention Pilot Program. Under this agreement, the County will receive \$608,184 over a period beginning April 1, 2024 and ending March 31, 2026. Furthermore, this action authorizes the creation of the position of Environmental Health Program Coordinator (CSEA Grade 18).

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept the new Leading in Lead Grant in Environmental Health. With the acceptance of the grant, a new position will be created in Environmental Health titled Environmental Health Program Coordinator with an annual salary of \$67,700. The position will only be partially funded by this grant.

Create and Increase Expense Code By:

A544090.315035	NYS Leading in Lead	\$258,478
A514090.01816	Program Coordinator, Env Health (Gr18)	\$33,852
A589010.80019	State Retirement	\$5,101
A589010.80016	Social Security	\$2,509
A589040.80020	Workers Compensation	\$479
A589050.80017	Unemployment Insurance	\$46
A589060.80080	Hospital & Medical	\$9,735
		\$310,200

Create and Increase Revenue Code By:

A34090.340135	NYS Leading in Lead	\$304,092
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Increase Use of Fund Balance:

A.599	Appropriated Fund Balance	\$6,108
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Keith Brown, Public Health Director indicated that these funds will be used to remediate lead hazards from rental properties in areas designated as “communities of concern” within the county, specifically the communities in zip codes 12303, 12304, 12307, and 12308. The position of Environmental Health Program Coordinator will manage the work associated with this grant, along with a different grant titled the Lead Rental Registry. This position would be fully funded by the grant.

Sponsor: Legislator Ostrelch

Co-Sponsor:

COUNTY OF SCHENECTADY

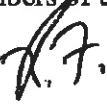


RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

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

Date: May 3, 2024

Re: Authorization to Enter into a Multi-Year Agreement with the NYS Housing Trust Fund Corporation and to Create a Position at Public Health Services

Attached is a memorandum from Keith Brown, Public Health Director, requesting authorization to enter into a multi-year agreement with the NYS Housing Trust Fund Corporation for the Leading in Lead Prevention Pilot Program. Under this agreement, the County will receive \$608,184 over a period beginning April 1, 2024 and ending March 31, 2026.

As Mr. Brown indicates, these funds will be used to remediate lead hazards from rental properties in areas designated as "communities of concern" within the county, specifically the communities in zip codes 12303, 12304, 12307, and 12308. To assist with these efforts, Mr. Brown is requesting authorization to create the position of Environmental Health Program Coordinator (CSEA Grade 18). This position, which would be fully grant funded, will manage the work associated with this grant, along with a different grant titled the Lead Rental Registry

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

I recommend your approval.

SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
INTER-OFFICE MEMO
2024

TO: Rory Fluman, County Manager
FROM: Keith Brown, Public Health Director
RE: Legislative Action – May 2024 Legislative Meeting
Requesting Legislative Approval to accept Housing Trust Fund Corporation and Office of Community Renewal Leading in Lead Pilot Program Grant
CC: Jennifer Bargy, Deputy County Manager
Jaclyn Falotico, Commissioner of Finance
DATE: April 19, 2024

Schenectady County Public Health Services (SCPHS) has been awarded funds from the New York State Housing Trust Fund Corporation (HTFC) and the Office of Community Renewal (OCR) in the amount of \$608,184 for the Leading in Lead Prevention Pilot Program. The contract term is 24 months from April 1, 2024 through March 31, 2026.

Lead contamination continues to be a major cause of poisoning among children. These funds are intended to remediate lead hazards from rental properties in “communities of concern” throughout New York State. In Schenectady County, these communities include the zip codes of 12303, 12304, 12307, and 12308.

SCPHS is requesting Legislature approval to accept this grant award to be used to assist property owners of Schenectady County with remediation of lead hazards from rental properties as well as the creation of a position titled Environmental Health Program Coordinator (Grade 18). This position would be fully grant covered between this HTFC-OCR Lead grant and another lead grant, the Rental Registry. The new position will manage all work related to the HTFC-OCR program and assist with the implementation of the Lead Rental Registry.

Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Public Health Director

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 29, 2024
SUBJECT: Budget Amendment – Environmental Health NYS Leading in Lead

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept the new Leading in Lead Grant in Environmental Health. With the acceptance of the grant, a new position will be created in Environmental Health titled Environmental Health Program Coordinator with an annual salary of \$67,700. The position will only be partially funded by this grant.

Create and Increase Expense Code By:

A544090.315035	NYS Leading in Lead	\$258,478
A514090.01816	Program Coordinator, Env Health (Gr18)	\$33,852
A589010.80019	State Retirement	\$5,101
A589010.80016	Social Security	\$2,509
A589040.80020	Workers Compensation	\$479
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A589060.80080	Hospital & Medical	\$9,735
		\$310,200

Create and Increase Revenue Code By:

A34090.340135	NYS Leading in Lead	\$304,092
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Increase Use of Fund Balance:

A.599	Appropriated Fund Balance	\$6,108
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager
From: Joe McQueen, Director of Human Resources
Date: April 24, 2024
Re: Creation of Positions in Public Health Services

The Office of Public Health Services has requested the creation of the position Environmental Health Program Coordinator.

I recommend the creation of the position Environmental Health Program Coordinator at a CSEA Grade 18.

All necessary Civil Service action will occur at the May 21, 2024 Commission meeting.

Thank you.



**Homes and
Community Renewal**

**Housing
Trust Fund
Corporation**

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

March 14, 2024

**Rory Fluman
County Manager
Schenectady Department of Health on behalf of Schenectady County
107 Nott Terrace, Suite 300
Schenectady, New York 12308**

**Re: Leading in Lead Program Award
SHARS ID# 20240022**

Congratulations. On behalf of the Housing Trust Fund Corporation (HTFC) and the Office of Community Renewal (OCR), it is my pleasure to inform you that the application submitted as part of the Leading in Lead Prevention Pilot Program funding round has been selected for a \$608,184 award.

The Leading in Lead Prevention Pilot Program funds are intended to remediate lead hazards from rental units in "communities of concern" throughout New York State. Eligible property owners will be awarded grants for remediation and associated costs. As lead contamination continues to be a major cause of poisoning among New York's children, we are thankful for your participation in this crucial program that will protect the health of our most vulnerable children and future generations.

A grant agreement will be transmitted separately for this award. Please be advised that no work can be performed, nor any cost committed or incurred, prior to the execution of a grant agreement with HTFC and approval of all required environmental review record materials. HTFC reserves the right to rescind an award and deobligate funds for projects unable to satisfy all requirements.

OCR program staff will contact you to outline the procedures necessary to advance this project. Should you have any questions in the interim, please contact Stacey Thayer at (518) 486-3112 or Stacey.Thayer@hcr.ny.gov.

Sincerely,

**RuthAnne Visnauskas
Commissioner/CEO**

**LEADING IN LEAD PROGRAM
GRANT AGREEMENT**

This **AGREEMENT** is made effective as of the first day of April 2024, by and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and Schenectady Department of Health on behalf of Schenectady County ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York or a unit of local government, having its principal place of business at 107 Nott Terrace, Suite 300, Schenectady, New York 12308.

WITNESSETH:

WHEREAS, pursuant to the 2023-2024 NYS Capital Budget and the regulations promulgated thereunder ("Statute"), and subject to the availability of funding, the Corporation is authorized to enter into contracts to provide grants to units of local government for the remediation of lead hazards from rental units by administering the Leading in Lead Prevention Pilot Program ("LEAD").

WHEREAS, the Recipient has applied to the Corporation for LEAD funds to administer a local LEAD program ("Program") as described in the Recipient's application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award of Program funds to be used for eligible costs to complete the Program ("Project Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Program, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall complete the Program in accordance with its Application, which is incorporated herein by this reference and summarized in the Awarded Budget & Projected Accomplishments (attached as **Schedule A**), and its Administrative Plan (attached as **Schedule B**), as modified by the terms of this Agreement or any subsequent amendment approved in writing by the Corporation. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the Program activities described in **Schedule A** and **Schedule B**.

2. Term.

The period of performance for all Program activities assisted pursuant to this Agreement shall be twenty-four (24) months commencing on the effective date of this Agreement and ending on **March 31, 2026**, ("Term"), unless sooner terminated as provided for herein. Any modification or amendment of the Term must be requested in writing and approved in writing by the Corporation.

3. Project Costs.

The maximum amount of LEAD funds to be provided to the Recipient is Six Hundred Eight Thousand One Hundred Eighty Four (\$608,184) ("Award"). The Corporation agrees to provide funds to the Recipient for Project Costs as outlined in **Schedule A**. Project Costs shall not exceed the amount of the Award. No project costs may be incurred nor payment requests accepted outside of the contract term. The Corporation reserves the right to reduce the Award: a) to conform to any revision to which the parties may agree to in writing with respect to Project Costs; or b) if the actual costs for the approved activities are less than those budgeted for in **Schedule A**, subject to the availability of State funding. The Corporation shall have no obligation to make disbursements for items other than the eligible items set forth in **Schedules A** and **B**. The Corporation may, at its sole

discretion, provide need-based awards to commit additional funds to existing contracts specifically for the continuance or expansion of eligible activities. The Corporation may, at its sole discretion, also provide multi-year contracts or renewals based on the Corporation's available funds. Additional funds are subject to approval by the Corporation's Board.

4. Forms and Instructions.

Forms and instructions required for the administration of the Program described in this Agreement, and attached schedules, are available online at the following website: <https://hcr.ny.gov/leading-lead-prevention>.

5. Environmental Review.

Prior to the formal commitment or expenditure of the Award, the environmental effects of each Program activity must be assessed in accordance with the State Environmental Quality Review Act ("SEQRA") at 6 NYCRR Part 617. An environmental review process must be conducted to identify specific environmental factors that may be encountered during Program activities, and to develop procedures to ensure compliance with regulations pertaining to these factors. The Recipient must submit Environmental Review documents as required by the Corporation following the execution of this Agreement. The Corporation will issue a notice to proceed with Program activities following the submission of complete and accurate Environmental Review documents. No construction or Program activities shall occur prior to receipt of this notice.

6. Equal Opportunity Requirements and Procedures.

The Housing Trust Fund Corporation (HTFC) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations"), and New York State Executive Article 17-B and 9 NYCRR Section 252 ("SDVOB Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

The Recipient will promote and assist the participation of certified M/WBEs and SDVOBs. Recipient's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements.

7. Regulatory Period.

The Recipient, for a period of five (5) years from the date of the final inspection, shall take all necessary steps to ensure that owners of properties improved under the Program ("Assisted Property") maintain the units in good condition and maintain rent levels and limit rent increases as required by the Program. The Recipient shall also require that every owner of an assisted property execute a Property Maintenance Declaration, in the form provided by the Corporation, which shall be recorded in the County Clerk's office for the the county in which the Assisted Property is located.

In the event of non-compliance, or if the property is transferred, or its title or deed assigned during the Regulatory Period, including in the event of death of the property owner, the amount of grant funds may be subject to repayment in accordance with a simple annual declining balance. The Recipient agrees to operate, monitor, and regulate the Program in accordance with the terms of this Agreement throughout the Regulatory Period. This provision shall survive the termination or expiration of this Agreement.

8. Program Delivery Expenses.

The Recipient may use up to twelve percent (12%) of funds provided pursuant to this Agreement for approved program delivery expenses.

9. Reports.

During the Term and the Regulatory Period, the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

10. Records.

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable State and Federal rules and regulations, and as may be requested by the Corporation

to reflect and fully disclose all transactions relating to the receipt and expenditure of the Award and administration of the Program. All such books, records and other documents shall be available for inspection, copying and audit during the Term and for seven (7) years following the final disbursement of the Award by any duly authorized representative of the State or Federal Government.

11. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's Program activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient. Such reviews may be conducted without prior notice.

12. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the Program; or c) the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's Application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Program activities and expenditures.

13. Conflict of Interest.

The Recipient must have a written and adopted Conflict of Interest policy. At a minimum, the policy must outline the covered parties, measures to be taken to allow eligible parties access to program benefits while avoiding actual and perceived conflicts of interest. The Recipient must ensure that its Conflict of Interest policy aligns with policies and procedures of the program and the Corporation.

14. Supporting Documentation.

All expenditures made from the Award pursuant to this Agreement shall be supported by written bids, written contracts, billings, bank documents and any other documentation as required by the Corporation. The Corporation may request or review the documentation at any time during the Term or Regulatory Period to establish that the Award has been used in accordance with the terms of this Agreement and the Corporation's applicable rules, regulations, policies and procedures as amended from time to time.

15. Disbursement.

(a) The Recipient shall request disbursement of funds under this Agreement only for payment of eligible Project Costs. The Corporation shall have no obligation to make disbursements for items other than eligible Project Costs, as defined in **Schedule A** and **Schedule B**. In-kind services and cash payments are not eligible Project Costs. Construction occurring prior to Corporation's issuance of a notice to proceed are not eligible Project Costs and will not be reimbursable hereunder.

(b) The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require following procedures outlined in **Schedule A** and **Schedule B** and disbursement instructions provided by the Corporation. Each such request shall

- be certified by an officer of the Recipient and, where required by the Corporation, by a licensed architect or engineer retained by the Recipient; and
- constitute an affirmation that the representations and warranties contained in Section 16 hereof remain true and correct on the date thereof.

(c) Funds shall be transferred to the Recipient through an Automated Clearing House (ACH), i.e., direct deposit, procedure. In its discretion, the Corporation may make such disbursements directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the Award. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation.

16. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

- (a) It is, as of the date hereof, and has been for at least one (1) year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby; or it is, as of the date hereof, a unit of local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transaction contemplated hereby.
- (b) If applicable, it has secured commitments for any such additional funds sufficient to complete the Program.
- (c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.
- (d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.
- (e) The Program, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any construction performed in connection therewith.
- (f) All construction, if any, heretofore performed in connection with the Program has been performed within the perimeter of the Target Area, identified in the Application and summarized in **Schedule A**, and in accordance with all laws, ordinances, rules, orders, regulations and requirements of any governmental authority having jurisdiction over the Recipient, the Program or any construction performed in connection therewith (any of the foregoing a "Requirement," collectively "Requirements"), and with any restrictive covenants applicable to the Assisted Property, and the intended use of the Assisted Property complies with all applicable zoning ordinances, regulations and restrictive covenants.
- (g) Any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represents the condition of the Program and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Program or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in **Schedule A**.
- (h) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and is continuing which notice or the passage of time would constitute an event of default thereunder.
- (i) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with its terms.

17. Covenants of the Recipient.

The Recipient covenants as follows:

- (a) It will comply promptly with all requirements of the Corporation and furnish the Corporation, upon request, with official searches made by any governmental authority.
- (b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.
- (c) It will, upon demand, correct any defect in the Program or any departure from **Schedule A** not approved in writing. The disbursement of any Award funds shall not constitute a waiver of the Corporation's rights to require compliance or the Corporation's right to recapture any funds disbursed inadvertently for ineligible expenditures.
- (d) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

18. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with insurance certificates for a) comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, b) fidelity/crime coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee, and c) certificates for automobile insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation,

termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

19. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

20. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement to assure the expeditious and satisfactory completion of the Program. The Recipient also agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program.

21. Default.

(a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of the Award shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.

(b) The following shall constitute an Event of Default hereunder:

(i) if the Recipient fails, in the reasonable opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the Program policies and procedures established by the Corporation;

(ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;

(iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term as set forth in Section 2.

(c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:

(i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) calendar days prior written notice.

(ii) Commence a legal or equitable action to enforce performance of this Agreement.

(iii) Withhold or suspend payment of the Award.

(iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of the Award expended or used in an unauthorized manner or for an unauthorized purpose.

(d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, any unspent Award held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Award, the expenditure or use of the Award in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions

of this Agreement and to recover the Award that is unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

22. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and upon reasonable notice due and payable by the Recipient to the Corporation.

23. Non-liability.

Nothing in this Agreement or arising out of the development or operation of the Program shall impose any liability or duty whatsoever on the Corporation, the State of New York or any of its agencies or subdivisions.

24. Subcontracts.

The Recipient shall:

- (a) require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations;
- (b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations;
- (c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; and
- (d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Program.

25. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of the Award received pursuant to this Agreement for a use not authorized by the terms of this Agreement or for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation. All contract amendments, modifications, or cancellations must be requested in writing by the recipient. Upon approval by the Corporation, amendments to contract term/duration must be executed by the Corporation. Other amendments or modifications require execution by both recipient and Corporation.

26. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee ("Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

27. Photography Release.

To permit the Corporation to publish photographs of Premises for promotional or public relation purposes, the Recipient agrees to obtain a written consent, in the form provided by the Corporation, from each owner of Premises, which it will provide to the Corporation upon request.

28. Notice.

All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to

have given when it is received.

29. Standard Clauses for Corporation Contracts.

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

(a) Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 (“EO 16”), by signing this Agreement, the Recipient certifies and affirms that it (i) does not conduct business operations in Russia within the meaning of EO 16; (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.

(b) Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law §165-a that it is not on the list of “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

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

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

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

(c) Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

(d) Compliance with Breach Notification and Data Security Laws. Recipient shall comply with the provisions of the New York State Information Security Breach and Notification Act ((General Business Law § 899-aa and State Technology Law § 208) and General Business Law § 899-bb, as applicable. Further, in the event of any unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the Recipient, the Recipient shall notify HTFC of such breach immediately following the discovery of the breach if personal or private information was, or is reasonably believed to have been, acquired by a person without validation. The Recipient shall also disclose any breach of the security of its systems to any resident of New York State whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Such disclosure shall be made in the most expedient time possible and without unreasonable delay.

30. Miscellaneous.

(a) No action shall lie or be maintained against the State of New York or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one (1) year from the accrual of the cause of action, whichever is earlier.

(b) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.

(c) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.

(d) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to define, limit or construe the contents of such sections.

(e) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.

(f) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.

(g) This Agreement may be executed in any number of counterparts or duplicates, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

31. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient shall adhere to the provisions contained therein.

Schedule A - Awarded Budget & Projected Accomplishments

Schedule B - Administrative Plan

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Housing Trust Fund Corporation

By: _____
Crystal Loffler
President, Office of Community Renewal

County

Schenectady Department of Health on behalf of Schenectady

By: _____
Rory Fluman
County Manager

STATE OF NEW YORK

COUNTY OF _____) ss:

On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

This contract has been approved by the Housing Trust Fund Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

Schedule A
Awarded Budget & Projected Accomplishments
Schenectady Department of Health on behalf of Schenectady County

SHARS ID: 20240022

Grant Term

The period of performance for all Program activities assisted pursuant to this Agreement shall be twenty-four (24) months commencing on the effective date of this Agreement on **April 1, 2024** and ending on **March 31, 2026**.

Award Budget Detail

<u>Funding Source</u>	<u>Amount</u>
Total Award	\$608,184
Project Costs - Remediation of Lead Hazards	\$517,751
Program Delivery	\$91,228

Projected Accomplishments

Number of units to be assisted with Lead funds: 15

Timeframe	Milestones
Month 1	- Contract Execution (within 30 days)
Month 2	- Initiate Marketing and Outreach (within 45 days) - Begin Accepting Participant Applications (within 45 days) - Contractor RFQ and Approved Contractors List/Rotating Bid List (if applicable) (within 45 days)
Months 3-21: Project Work and Reports	- First Commitments/Awards to Participants (within 60 days) Program status reports: - 6-Month Report - 12-Month Report - 18-Month Report
Months 22-24: Monitoring and Close Out	

Schedule B
Leading in Lead Program Administrative Plan
Schenectady Department of Health on behalf of Schenectady County

The term RECIPIENT shall refer to the awardee, the recipient, of Housing Trust Fund Corporation (HTFC)/NYS Homes & Community Renewal (HCR) funds.

1. Outreach & Coordination

1.a. Marketing the Program

- The RECIPIENT will develop and distribute informational materials to market program availability and explain program requirements to potential participants (property owners with CLPPP or CLPPP+ programs).
- Instructions on how to apply for assistance and required forms will be available at the offices of the RECIPIENT and other local partners.
- The RECIPIENT must retain distribution lists, public notices and other documentation of marketing and outreach efforts in program files.

1.b. Participation Criteria

i. Eligible projects:

- Buildings built prior to 1980 and where there are two or more units (multi-family dwelling).
- Units inspected through the CLPPP or CLPPP+ program.

ii. Prioritization:

RECIPIENT must develop, follow and document consistent criteria and procedures for selecting program participants. The criteria must include the following:

- Counties must prioritize occupied units where elevated blood lead levels have been detected in children or pregnant people, however, other units inspected through the CLPPP or CLPPP+ program and confirmed to have lead present, may receive program assistance.
- 80% of the grant funds must assist units in the select zip codes outlined by program.

The RECIPIENT will advise applicants on the disposition of an application for LEAD program assistance within 30 business days of the submission of a complete application.

2. Project Development

2.a. Inspections & Testing

Environmental staff from the RECIPIENT or District Office must present or conduct an environmental investigation in a unit with a child or pregnant person with an elevated blood lead level, using CLPPP funds.

2b. Work Write-up/Scope of Work

- The RECIPIENT is responsible for preparing a written scope of work based on the recommendations provided by the lead hazard inspector and must address:
 - Abatement of friction surfaces with related remediation activities of non-friction surfaces.
 - Home improvements to address health and safety concerns.
- The RECIPIENT must complete relevant environmental review including the State Historic Preservation Office (SHPO) consultation.
- The RECIPIENT should document property owner sign-off on the formal scope of work. This may be achieved through the inclusion of the scope of work in the written agreement.
- If the cost of the project is not fully covered by the LEAD grant, RECIPIENT may help identify other sources, however, the property owner is responsible for costs related to other health and safety repairs.

Abatement work shouldn't commence until all resources have been secured to abate the lead to minimize the time tenants are displaced or impacted by repair activities.

- Grant funds will be made available only to cover lead abatement and remediation activities required and described in the written scope of work. In no case will the RECIPIENT reimburse more than the costs identified as available per unit.

2c. Tenant Relocation & Disclosures

If necessary, for public health protection, RECIPIENTS may provide relocation services to tenants of Assisted Unit. Property owners must guarantee tenants of Assisted Units a continuation of their lease and ability to return after the remediation is complete. This is an eligible expense, but RECIPIENTS must work to minimize the amount of time tenants are displaced from their homes.

2d. Contractor Selection

- The RECIPIENT will establish a list of contractors able to perform work in compliance with applicable standards. The RECIPIENT may choose to develop this list through a formal Request for Qualifications (RFQ) process to provide contractors and professional service providers an equal opportunity for consideration. All contractors must supply EPA Lead Abatement and Renovation, Repair and Painting (RRP) certificates, references, and proof of proper insurance. Proof of insurance must include general liability coverage in a minimum amount of one million dollars and workers' compensation coverage.
- The contractor selection process must be free of collusion or intimidation, and the RECIPIENT must exercise appropriate oversight over the entire process to ensure that it is fair, efficient, and free of actual and perceived conflicts of interest. A clear, written, scope of work for the project, as outlined in Work Write-up/Scope of Work above, must be the basis for the bids or proposals. All bidders must have equal access to relevant information, including information on the property itself.
- Perceived or actual conflicts of interest may arise when certain individuals have access to inside information regarding the award of a contract or property assistance. A contractor cannot receive LEAD funds for work done on property that he or she owns, or a property that is owned by an immediate family member. Only payment for materials will be provided in those cases. Prior to commencing a project where there is a possible conflict of interest, the RECIPIENT must disclose the potential conflict to the Corporation for review and request a waiver of the conflict, if necessary, in accordance with the local conflict of interest policy. Municipalities must adhere to Article 18, "Conflicts of Interest of Municipal Officers and Employees," of the NYS General Municipal Law. Municipal officials, officers, and employees are prohibited from participating as a recipient of grant funds.

2e. EEO & MWBE Requirements

RECIPIENTS are required to comply with Articles 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") New York Veterans' Services Law Article 3 and 9 NYCRR Section 252 ("SDVOB Regulations"). These requirements include equal employment opportunities for minority group members and women ("EEO"), and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs") and Service-Disabled Veteran-Owned Businesses ("SDVOBs").

RECIPIENTs demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. Please visit NYS Empire State Developments Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <https://ny.newnycontracts.com/>

3. **Participant Agreement.**

The RECIPIENT will enter into a contract with the property owner to provide the program financial assistance. The contract will outline the roles and responsibilities for both the RECIPIENT and the property owner.

At a minimum, the contract must specify:

- Agreed upon scope of work;
- Projected amount of financial assistance awarded;
- Estimated project timeline;
- Requirement to insure the premises for the full (100%) replacement value, obtain fire insurance and other appropriate insurance depending on makeup of building, and to obtain flood insurance coverage if the premises is in a special flood hazard area.
- Requirement to sign and file the LEAD Declaration of Interest form;
- Requirement to sign the LEAD Property Release form permitting HTFC to use photographs of the assisted properties;
- Requirement to engage a contractor and begin work within a reasonable amount of time, ideally within 30 days of approval;
- Disbursement procedures;
- RECIPIENT has the right to inspect work at any time;
- RECIPIENT may terminate the award and cancel the contract should the work be inconsistent with the program rules outlined, agreed upon scope of work or project design, stated timeline or if insurance is not maintained by the property owner or participating contractor;
- Property owner will cooperate with the RECIPIENT requirement to monitor the ongoing maintenance of the property.
- Rent may not be increased more than 3% annually for lease renewal or at vacancy for non-regulated units and regulated units must conform to existing regulatory agreements. In all cases, rent and rent increases must conform with all state and local laws and requirements.
- The RECIPIENT retains the right to inspect work in progress at any point. The RECIPIENT must perform periodic inspections of renovation activities to monitor adherence with program rules, environmental hazard compliance, and general project progress. These visits must be documented in RECIPIENT's project files.
- Using CLPPP or CLPPP+ funds, a final inspection including a dust wipe clearance report, is required before submitting a final payment request. The RECIPIENT, property owner and other relevant professionals must verify that the work was completed properly and is consistent with the contracted scope of work. A final inspection report must be documented in RECIPIENT's project files and submitted with the request for reimbursement.

4. Financial Management

4a. Staff

The RECIPIENTs chief financial officer will be responsible for all financial transactions under this contract. The RECIPIENT should have a written policy on internal controls, and use this policy to determine the process for review and approval of requests for disbursement of LEAD funds. The Authorized Signature Form must be completed to designate the representative(s) authorized to sign disbursement requests and must reflect the RECIPIENTs written policy on internal controls.

4b. Payment Procedures

The LEAD program operates as a cost incurred and/or reimbursement program and payments will generally be made upon submissions of invoices substantiating the need for payment of eligible soft, hard, and program delivery costs. The RECIPIENT may submit a request to the Corporation for disbursements following the Corporation's LEAD Program Disbursement Procedures found on the program website (<https://hcr.ny.gov/leading-lead-prevention>).

5. Dispute Resolution

Primary responsibility for resolving participant and contractor disputes rests with the RECIPIENT. A Dispute Resolution Plan must be developed to establish a standard practice to administratively resolve disputes related

to the Participant Agreement, contract, or written agreement with the contractor. Examples of common issues which may be amenable to conflict resolution include project timeline, quality of work, scope of work, inability, or failure of parties to uphold obligations, final participant completion sign off, or contractor payment.

In the event there is a dispute between a participant and contractor, whenever feasible the RECIPIENT should require notice in writing. The RECIPIENT must exercise best efforts to resolve the dispute as soon as possible. This may include conducting an inspection to evaluate claims and meeting with the parties in attempt to reach a satisfactory result through negotiation. All efforts must be documented in project files, and whenever possible include photos.

If the Dispute Resolution Plan is applied and documented, but efforts fail, then the RECIPIENT shall notify HCR and provide a recommended course of action for consideration.

6. Ongoing Maintenance

6a. Obligations

Property owners are required to maintain property assisted with LEAD funds for a period of five years from the date of project completion and final inspection. This requires that any assisted improvements be maintained in a manner that is consistent with the goals of the LEAD program for the regulatory term. Assisted residential units, upon vacancy may be marketed based on market rates, however, rent may not be increased more than 3% annually for lease renewal or at vacancy for non-regulated units and regulated units must conform to existing regulatory agreements. In all cases, rent and rent increases must conform with all state and local laws and requirements.

In 2023, the New York State legislature made an amendment to New York State's Public Health Law to include a requirement for owners of dwellings with two or more units and build prior to 1980, to register their rental units with an upcoming rental registry and certify these units to be safe from lead hazards every three (3) years. Property Owners are to work proactively in anticipation of the release of the rental registry by the Department of Health, to certify units lead free through this pilot program.

The RECIPIENT will require each property owner receiving LEAD funds to file a Declaration of Interest, in a form approved by HTFC, with the clerk of the county in which the project is located. In the Declaration, the property owner will declare that he/she has received assistance from LEAD and will maintain the property in a manner consistent with the program objectives for a minimum of five years. In the event of non-compliance or resale, the amount of grant funds will be subject to repayment in accordance with a simple annual declining balance, based on the five-year regulatory term.

6b. Responsible Parties

The RECIPIENT will monitor projects assisted under LEAD during the five-year regulatory term. The RECIPIENT will ensure maintenance of lead abatement investments. The RECIPIENT must develop a formal plan for monitoring the assisted properties and ensuring compliance for the five-year term. The plan must address staff assignment of this responsibility and address continuity of operations. As part of this plan, the RECIPIENT will periodically inspect assisted properties and conduct any inspections directed by HTFC.

7. Contract Monitoring & Closeout

Once contract activities are complete, the RECIPIENT will notify HTFC. HTFC will conduct a monitoring review and provide a monitoring report to the RECIPIENT to outline the results of the review. If the monitoring report identifies findings or concerns, the RECIPIENT must provide documentation within the stated time period that issues have been corrected. HTFC will then issue a close out letter detailing that the project is complete and will close out the contract and deobligate any remaining funds.

**Leading In Lead Prevention Pilot Program (LEAD)
Grant Agreement Checklist**

To execute the Grant Agreement, scan and email a single package of the following documents to lead@hcr.ny.gov within 30 days:

- Signed Notarized signature page of the Grant Agreement
 - Designation of Depository for Direct Deposit of Funds Form
 - Authorized Signature Form
 - Proof of Insurance Coverage
 - General Liability Insurance
 - Fidelity/Crime Coverage
 - Automobile Insurance
 - Worker's Compensation Coverage
 - Disability Benefits Insurance Coverage
-

Grant Agreement

The Grant Agreement includes two schedules:

- **Schedule A – Awarded Budget & Projected Accomplishments**
Schedule A is a summary of the approved Program budget, activities, proposed accomplishments and a description of the target area. The Schedule A includes additional program compliance terms. Notify Stacey Thayer if information is incorrect.
- **Schedule B – Administrative Plan**
Schedule B outlines the required grant administration process for the program. Local Program Administrators (LPAs) are expected to supplement the Administrative Plan, where indicated, with specific local procedures.

Designation of Depository for Direct Deposit of Funds Form

- A signed copy of the "Designation of Depository for Direct Deposit of Funds Form" is required for both new and prior recipients.
- This form is available online, here: <https://hcr.ny.gov/designation-depository-direct-deposit-funds-form>

Authorized Signature Form

- A signed copy of the "Authorized Signature Form for Disbursement Requests" is required for both new and prior recipients.
- This form is available online, here: <https://hcr.ny.gov/authorized-signature-form-multi-program>

Proof of Insurance Coverage

The Grant Agreement outlines the required insurance documentation. Insurance coverage must be from a New York State licensed carrier of insurance.

- **General Liability Insurance**
Coverage in a minimum amount of one million dollars. The certificate must name **both** the Housing Trust Fund Corporation (HTFC) **and** the State of New York as additional insureds.
- **Fidelity/Crime Coverage**
Amount must be no less than the largest anticipated disbursement request for Program funds naming

- both the Housing Trust Fund Corporation (HTFC) and State of New York as loss payee.
- **Automobile Insurance**
Automobile insurance coverage is required. Either coverage for vehicles owned and operated by the organization (if applicable), or hired and non-owned vehicles. If the organization does not own automobiles, a letter must be provided to state that auto insurance coverage will be adjusted to "any auto" in the event the organization acquires an automobile.
 - **Workers' Compensation Coverage and Disability Benefits Insurance Coverage**
Coverage must be provided by the employer for all employees performing work related to the project; and, if no employees, or otherwise exempt, provide a certification that these policies are not presently required (form CE-200).

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 16

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR THE TOBACCO ENFORCEMENT PROGRAM

Purpose and General Idea:

Provides Authorization to Enter into a Multi-Year Agreement with the NYS Department of Health for the Tobacco Enforcement Grant Program.

Summary of Specific Provisions:

Authorizes the County to enter into a multi-year agreement with the NYS Department of Health for its Tobacco Enforcement Grant Program. This agreement has a term starting April 1, 2024 and ending March 31, 2029. The County would receive \$66,100 annually from NYSDOH under this 5-year contract.

Effects Upon Present Law:

None.

Justification:

These funds will be used to assist in the enforcement of the Adolescent Tobacco Use Prevention Act (ATUPA) for services and expenses related to tobacco use prevention.

Sponsor: Legislator Ostrelch

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

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

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

Date: May 3, 2024

Re: Authorization to Enter into a Multi-Year Agreement with the NYS Department of Health for the Tobacco Enforcement Grant Program

Attached is a memorandum from Keith Brown, Public Health Director, requesting authorization to enter into a multi-year agreement with the NYS Department of Health for its Tobacco Enforcement Grant Program. This agreement, with a term starting April 1, 2024 and ending March 31, 2029, will award Schenectady County \$66,100 annually to assist in the enforcement of the Adolescent Tobacco Use Prevention Act.

I recommend your approval.

SCHENECTADY COUNTY PUBLIC HEALTH SERVICES
INTER-OFFICE MEMO
2024

TO: Rory Fluman, County Manager
FROM: Keith Brown, Public Health Director
RE: Legislative Action – April 2024 Legislative Meeting
Requesting Legislative Approval to accept Tobacco Enforcement (ATUPA) grant program funds and 5-year contract renewal.

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

DATE: April 19, 2024

Schenectady County Public Health Services (SCPHS) has been awarded funds from the New York State Department of Health (NYSDOH) for services and expenses related to the Tobacco Enforcement Grant Program, dedicated to enforcing the Adolescent Tobacco Use Prevention Act (ATUPA). SCPHS has been administering this program for over 15 years.

NYSDOH has issued a new 5-year contract for 4/1/2024-3/31/2029 in the annual amount of \$66,100. The Tobacco Enforcement contract documents will be managed and approved through the Statewide Financial System (SFS).

I am asking for Legislature approval to accept this grant award to be used to continue to support services related to tobacco enforcement in Schenectady County.

Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Public Health Director



Department of Health

KATHY HOCHUL
Governor

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

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

April 12, 2024

Keith Brown, MPH
Public Health Director
Schenectady County Public Health Services
107 Nott Terrace
Schenectady, NY 12308

Re: Grant Award – Tobacco Enforcement Program

Dear Mr. Brown,

Congratulations! We are pleased to inform you that Schenectady County Public Health Services will receive an annual award for the Tobacco Enforcement Program in the amount of **\$66,100** for the anticipated contract term 4/1/2024-3/31/2029. Your contract number is DOH01-C40129GM-3450000, and the contract will soon be available in the Statewide Financial System (SFS). Final grant awards are contingent upon review and approval of the Office of the State Comptroller.

We look forward to our continued partnership and successful implementation of this program. Should you have any questions or concerns, please contact me at Rachel.Cates@health.ny.gov.

Sincerely,

Rachel Cates
Health Program Administrator
Center for Environmental Health

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 26, 2024
SUBJECT: Budget Amendment – Veterans Service Agency Personnel Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to increase the salary of the Veterans Services Officer position in the Veterans Service Agency. The new annual salary for the position is \$51,709.

<u>Increase Expense Code By:</u>		
A516510_01300	Veterans Service Officer	\$8,775
<u>Increase Use of Fund Balance:</u>		
A.599	Appropriated Fund Balance	\$8,775

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



Schenectady County Legislature

Committee on Labor and Civil Service

Hon. Pete Frisoni, Chair

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

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

DATE: May 3, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Labor and Civil Service
Honorable Pete Frisoni, Chair
Monday, May 6, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
LCS	8 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Frisoni	
LCS	9 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE GLENDALE NURSING HOME	Legislator Frisoni	
LCS	10 A RESOLUTION TO CREATE A CERTAIN POSITION IN THE AVIATION DEPARTMENT AT THE SCHENECTADY COUNTY AIRPORT	Legislator Frisoni	
LCS	11 A RESOLUTION TO CREATE A CERTAIN POSITION AT THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Frisoni	
LCS	12 A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR THE SCHENECTADY COUNTY VETERANS SERVICES AGENCY	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 8

Title of Proposed Resolution:

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

Purpose and General Idea:

Provides Authorization to Eliminate and Create a Position within the Schenectady County Public Library.

Summary of Specific Provisions:

Authorizes the elimination of the position of full-time Principal Library Clerk (CSEA Grade 10) and the creation of the position of full-time Librarian I (CSEA Grade 15).

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions at the Library.

Increase Expense Code By:

L517410._01607	Librarian 1	\$36,739
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Decrease Expense Code By:

L517410._01510	Principal Library Clerk	\$51,367
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Decrease use of Fund Balance:

L.599	Appropriated Fund Balance	\$14,628
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Charity Thorne, Executive Director of the Schenectady County Public Library, indicates that recent advertisement for the position of Librarian I, has yielded favorable results with a strong candidate pool to fill the vacancy. This action would help further library services through customer service, collection development, programing, and outreach.

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY

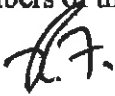


RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Charity Thorne, Executive Director of the Schenectady County Public Library
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: May 3, 2024

RE: Authorization to Eliminate and Create a Position within the Schenectady County Public Library

Attached is a memorandum from Charity Thorne, Executive Director of the Schenectady County Public Library, requesting authorization to eliminate the position of full-time Principal Library Clerk (CSEA Grade 10) and create the position of full-time Librarian I (CSEA Grade 15). As Ms. Thorne indicates, the position of Librarian I would help further library services through customer service, collection development, programing, and outreach.

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

I recommend your approval.



Memo

Date: April 18, 2024

To: Rory Fluman, County Manager

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

Re: Budget Amendment Request

Request: Convert full-time Principal Library Clerk position (Grade 10, Step 6) to a full-time Librarian I position (Grade 15, Step 1).

Justification: The continuous review of library personnel needs to serve Schenectady County identified a Librarian I position with more versatility is a priority. The position will help further library services through customer service, collection development, programming, and outreach. Recent advertisements for the Librarian I position has yielded favorable results with a strong candidate pool to fill the vacancy.

99 Clinton Street • Schenectady, NY 12305
518.388.4500 • www.scpl.org

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JK*
DATE: April 26, 2024
SUBJECT: Budget Amendment – Library Personnel Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions at the Library.

Increase Expense Code By:

L517410_01607	Librarian 1	\$36,739
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Decrease Expense Code By:

L517410_01510	Principal Library Clerk	\$51,367
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Decrease use of Fund Balance:

L.599	Appropriated Fund Balance	\$14,628
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: April 30, 2024

Re: Elimination and Creation of Positions in the County Library System

The Schenectady County Library System has requested the elimination of the position Principal Library Clerk and the creation of the position Librarian I.

I recommend the creation of the Librarian I position at a CSEA Grade 15.

No additional action is necessary by the Civil Service Commission.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 9

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE
GLENDALE NURSING HOME

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions at the Glendale Home.

Summary of Specific Provisions:

Authorizes the elimination of the position of Full-time Register Professional Nurse and creation of the position of Full-time Assistant Head Nurse. Todd M. Zbytniewski, Administrator, indicates this change is being requested for the Union Station of Glendale which provides short-term rehabilitation for residents so that they can hopefully be discharged to their homes or to a lower level of care.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions at the Glendale.

Create and Increase Expense Code By:

G516020._A1814	Assistant Head Nurse (FT)	\$46,100
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Decrease Expense Code By:

G516020._C1211	Registered Professional Nurse (FT)	\$51,155
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Decrease Use of Appropriated Fund Balance:

G.599	Appropriated Fund Balance	\$5,055
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

By creating an Assistant Head Nurse position, the duties of the Head Nurse can be shared, providing a greater continuity of care. Making this change may make it more desirable for Register Professional Nurses to consider a career in long-term care.

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Todd M. Zbytniewski, Administrator
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: May 3, 2024

RE: Authorization to Eliminate and Create Positions at the Glendale Home

Attached is a memorandum from Todd M. Zbytniewski, Administrator, requesting authorization to eliminate the position of Full-time Register Professional Nurse and create the position of Full-time Assistant Head Nurse. As Mr. Zbytniewski indicates, this change is being requested for the Union Station of Glendale which provides short-term rehabilitation for residents so that they can hopefully be discharged to their homes or to a lower level of care. By creating an Assistant Head Nurse position, the duties of the Head Nurse can be shared, providing a greater continuity of care. Mr. Zbytniewski is also hopeful that this change may make it more desirable for Register Professional Nurses to consider a career in long-term care.

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

I recommend your approval.

Memo

TO: Rory Fluman, County Manager
FROM: Todd M. Zbytniewski, Administrator
DATE: April 16, 2024
SUBJECT: Authorization to Eliminate and Create Positions at Glendale Home

I am writing to propose the following position changes for Glendale Home to assist with filling an important role on our short-term rehabilitation neighborhood, Union Station, which has been vacant since April 17, 2023.

Abolish one (1) Registered Professional Nurse full-time, \$67,058 (Step 3)
Create and fill one (1) Assistant Head Nurse, full-time, \$72,642 (Step 3)

The Registered Professional Nurse works as a charge nurse on our Union Station Neighborhood. Residents admitted to Union Station have a higher acuity and are typically discharged home or to a lower level of care. The Registered Professional Nurse supports the RN Head Nurse to complete the clinical duties on the unit.

The Assistant Head Nurse job description is aligned with the Head Nurse job description, allowing them to share more of the duties, providing greater continuity of care and consistent communication and leadership to the residents, family members and staff. We also believe the updated title of Assistant Head Nurse will be more desirable for Registered Professional Nurses considering a career change to the long term care industry.

The creation of the position will not cause an increase in the current 2024 budget. The \$5,584 salary increase will be offset by the salary of one (1) vacant Registered Professional Nurse position, which has been vacant for the entire 2024 budget year. This opening has created a savings of approximately \$14,185 thru March 31, 2024.

Thank you for your consideration

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 24, 2024
SUBJECT: Budget Amendment – Glendale Personnel Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions at the Glendale.

Create and Increase Expense Code By:

G516020._A1814	Assistant Head Nurse (FT)	\$46,100
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Decrease Expense Code By:

G516020._C1211	Registered Professional Nurse (FT)	\$51,155
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Decrease Use of Appropriated Fund Balance

G.599	Appropriated Fund Balance	\$5,055
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: April 30, 2024

Re: Elimination and Creation of Positions at the Glendale Nursing Home

The Glendale Nursing Home has requested the elimination of the position Registered Professional Nurse and the creation of the position Assistant Head Nurse.

I recommend the creation of the position Assistant Head Nurse at a CSEA Nursing Grade, Step 3.

No additional action on behalf of the Civil Service Commission needed.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 10

Title of Proposed Resolution:

A RESOLUTION TO CREATE A CERTAIN POSITION IN THE AVIATION DEPARTMENT AT THE SCHENECTADY COUNTY AIRPORT

Purpose and General Idea:

Provides Authorization to Create Position in the Aviation Department.

Summary of Specific Provisions:

Authorizes the creation of the part-time position of Air Traffic Controller Coordinator in the Aviation Department.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to add a new part-time hourly position titled Air Traffic Controller Coordinator in the Aviation Department and reflect the retirement of a long-standing full-time employee.

Increase Expense Code By:

A515610.01815	Air Traffic Controller Coordinator	\$22,242
A515610.132400	Vacation	\$21,872
A515610.132500	Sick	\$67,262
A515610.132600	Comp	\$1,034

Increase Use of Fund Balance:

A.599`	Appropriated Fund Balance	\$112,410
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

This position will be filled by a long-standing employee who is planning to retire. The proposed position will be responsible for training the incoming Airport Operations Coordinator, ensuring a seamless transition without disrupting airport operations.

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Paul Sheldon, Commissioner of Aviation
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: May 3, 2024

RE: Authorization to Create Position in the Aviation Department

Attached is a memorandum from Paul Sheldon, Commissioner of Aviation, requesting authorization to create the part-time position of Air Traffic Controller Coordinator in the Aviation Department. This position will be filled by a long-standing employee who is planning to retire.

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

I recommend your approval.

Schenectady County
Inter-Department Memorandum

DATE: April 29, 2024

TO: Rory Fluman, County Manager

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

COPIES: File

SUBJECT: Authorization to Create a Position at the Schenectady County Airport

The Department of Aviation respectfully requests the establishment of a part-time Air Traffic Controller Coordinator position, compensated at an hourly rate with an annual salary cap of \$35,000. The County's Airport Operations Coordinator, with almost 33 years of service, is retiring at the end of May. Considering this, the proposed position will assume responsibility for training the incoming Airport Operations Coordinator, ensuring a smooth transition and effective oversight of airport operations.

Please advise if you have any questions.

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 27, 2024
SUBJECT: Budget Amendment -- Aviation Personnel Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to add a new part-time hourly position titled Air Traffic Controller Coordinator in the Aviation Department and reflect the retirement of a long-standing full-time employee.

Increase Expense Code By:

A515610.01815	Air Traffic Controller Coordinator	\$22,242
A515610.132400	Vacation	\$21,872
A515610.132500	Sick	\$67,262
A515610.132600	Comp	\$1,034

Increase Use of Fund Balance:

A.599	Appropriated Fund Balance	\$112,410
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager
From: Joe McQueen, Director of Human Resources
Date: May 3, 2024
Re: Creation of Position at the County Airport

The Airport Commissioner has requested the creation of the position Air Traffic Controller Coordinator.

I recommend the creation of the position Air Traffic Controller Coordinator at a JC4.

All necessary action by the Civil Service Commission will occur at the May 21, 2024 commission meeting.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 11

Title of Proposed Resolution:

A RESOLUTION TO CREATE A CERTAIN POSITION AT THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF

Purpose and General Idea:

Provides Authorization to Create Position in the Schenectady County Sheriff's Office.

Summary of Specific Provisions:

Authorizes creation of the position of Accounting Supervisor (Sheriff) (CSEA Grade 14) in the Schenectady County Sheriff's Office.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to add an Accounting Supervisor (Sheriff) position to the Sheriff's Department. The annual salary for the position is \$65,028.

Create/Increase Expense Code By:

A513110.01817	Accounting Supervisor (Sheriff)	\$41,268
A513110.130000	Longevity	\$664
A589010.80019	State Retirement	\$6,219
A589010.80016	Social Security	\$3,058
A589040.80020	Workers Compensation	\$583
A589050.80017	Unemployment Insurance	\$47
A589060.80080	Hospital & Medical	\$6,158
		\$57,997

Increase Use of Fund Balance:

A.599	Appropriated Fund Balance	\$57,997
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Sheriff Dagostino indicates, this position will assist the Senior Accountant of the Sheriff's Office with maintaining the department's financial accounts, furnishing financial statements and reports, and preparing the Sheriff's Department's budget.

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

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

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Dominic A. Dagostino, County Sheriff
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: May 3, 2024

RE: Authorization to Create Position in the Sheriff's Department

Attached is a memorandum from Sheriff Dominic A. Dagostino requesting authorization to create the position of Accounting Supervisor (Sheriff) (CSEA Grade 14) in the Sheriff's Department. As Sheriff Dagostino indicates, this position will assist the Senior Account of the Sheriff's Office with maintaining the department's financial accounts, furnishing financial statements and reports, and preparing the Sheriff's Department's budget.

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

I recommend your approval.



**SCHEENCTADY COUNTY
SHERIFF'S OFFICE**

320 VEEDER AVENUE
SCHEENCTADY, NEW YORK 12307

Dominic A. Dagostino - Sheriff

James J. Barrett - Undersheriff

PHONE (518) 388-4300 FAX (518) 388-4593



April 29, 2024

TO: Rory Fluman – County Manager

FROM: Sheriff Dominic Dagostino

RE: Create a Position in the Jail 3110 Budget

We respectfully request authorization to create a position of Accounting Supervisor (Sheriff) in the 3110 budget at a rate of \$65,028.00 (Grade 14, step 6)

This position will assist the Senior Accountant of the Sheriff's Office and involves responsibility for independently maintaining a system of accounts in proper balance according to a legally prescribed system of accounts and for furnishing dependable financial statements and reports. This position also involves assisting the Senior Accountant in the research for the review, analysis, and preparation of the Sheriff's budget. This position does other related work as required.

Respectfully,

Sheriff Dominic A. Dagostino

Cc: Gary Hughes – Chair of the County Legislature
Geoff Hall – Clerk of the Legislature
Jaclyn Falotico – Commissioner of Finance
Christopher Gardner-County Attorney

Schenectady Sheriff's Office established in 1809

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 30, 2024
SUBJECT: Budget Amendment – Sheriff's Department Personnel Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to add an Accounting Supervisor (Sheriff) position to the Sheriff's Department. The annual salary for the position is \$65,028.

Create/Increase Expense Code By:

A513110.01817	Accounting Supervisor (Sheriff)	\$41,268
A513110.130000	Longevity	\$664
A589010.80019	State Retirement	\$6,219
A589010.80016	Social Security	\$3,058
A589040.80020	Workers Compensation	\$583
A589050.80017	Unemployment Insurance	\$47
A589060.80080	Hospital & Medical	<u>\$6,158</u>
		\$57,997

Increase Use of Fund Balance:

A.599	Appropriated Fund Balance	\$57,997
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager
From: Joe McQueen, Director of Human Resources
Date: April 30, 2024
Re: Creation of Position in the Office of the Sheriff

The Sheriff has requested the creation of the position Accounting Supervisor (Sheriff).

I recommend the creation of the position Accounting Supervisor (Sheriff) at a CSEA Grade 14.

All necessary action needed to be taken by the Civil Service Commission will occur at their May 21, 2024 meeting.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 12

Title of Proposed Resolution:

A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR THE SCHENECTADY COUNTY VETERANS SERVICES AGENCY

Purpose and General Idea:

Provides Authorization to Amend the 2023 Budget to Accommodate a Salary Increase for the Veterans Service Officer in the Veterans Service Agency.

Summary of Specific Provisions:

Authorization to amend the Veterans Service Agency’s 2023 Operating Budget to accommodate a salary increase for the position of Veterans Service Officer.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to increase the salary of the Veterans Services Officer position in the Veterans Service Agency. The new annual salary for the position is \$51,709.

Increase Expense Code By:

A516510_01300 Veterans Service Officer \$8,775

Increase Use of Fund Balance:

A.599 Appropriated Fund Balance \$8,775

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

Justification:

This position helps in carrying out the department’s goals with assisting veterans with applying for benefits provided by the Department of Veterans Affairs, helps veterans to respond to queries regarding applications, files and tracks the claims through the system, as well as files appeals when a claim is denied.

Sponsor: Legislator Frisoni

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Jesus Santiago, Director of Veterans Service Agency
Jaclyn Falotico, Commissioner of Finance

Date: May 3, 2024

RE: Authorization to Amend the 2023 Budget to Accommodate a Salary Increase for the Veterans Service Officer in the Veterans Service Agency

I am requesting authorization to amend the Veterans Service Agency's 2023 Operating Budget to accommodate a salary increase for the position of Veterans Service Officer. This position helps in carrying out the department's goals with assisting veterans with applying for benefits provided by the Department of Veterans Affairs, helps veterans to respond to queries regarding applications, files and tracks claims through the system, and files appeals when a claim is denied.

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

I recommend your approval.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaelyn Falotico, Commissioner of Finance *IF*
DATE: April 26, 2024
SUBJECT: Budget Amendment – Veterans Service Agency Personnel Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to increase the salary of the Veterans Services Officer position in the Veterans Service Agency. The new annual salary for the position is \$51,709.

Increase Expense Code By:

A516510_01300	Veterans Service Officer	\$8,775
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Increase Use of Fund Balance:

A.599	Appropriated Fund Balance	\$8,775
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



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: May 3, 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, May 6, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	11 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE OFFICE OF FACILITIES	Legislator Patierne	
PFTI	12 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH A VENDOR FOR MAINTENANCE SERVICES AT A COUNTY FACILITY	Legislator Patierne	
PFTI	13 A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE	Legislator Patierne	

Item	Title	Sponsor	Co-Sponsors
PFTI	14 A RESOLUTION REGARDING A CHANGE ORDER FOR A ROOF REHABILITATION PROJECT AT THE SCHENECTADY COUNTY CORRECTIONAL FACILITY	Legislator Patierne	

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 11

Title of Proposed Resolution:

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

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions at the Office of Facilities

Summary of Specific Provisions:

Authorizes the elimination of the position of Facilities Assistant Position (CSEA Grade 6) and the creation of the position of Facilities Aide Position (CSEA Grade 6). In addition to this action, Mr. Luciano and Ms. Reich are requesting a reclassification of the Plumber’s Helper position in the Facilities Department. Currently, it is classified as CSEA Grade 12, and the proposed change would change the grade to CSEA Grade 8a, bringing the classification more in line with the position's qualifications and would amount to a net savings in the department's budget.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions and to reclassify a position’s starting salary in the Department of Facilities. The annual salary for the Facilities Aide position is \$44,451 and the new annual salary for the Plumber’s Helper is \$47,190.

Create and Increase Expense Code By:

A511620._01104	Facilities Aide	\$28,210
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Decrease Expense Code By:

A511620._01501	Facilities Assistant	\$28,210
A511620._01778	Plumber’s Helper	\$29,948
		\$58,158

Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$29,948
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Steve Luciano, Director of Facilities, and Erin Reich, Facilities Engineer, indicate the creation of the Facilities Aide position would better accommodate the increase in responsibilities and work activities needed by the department. In addition, the reclassification of the Plumber's Helper position would bring it more in line with the position's qualification and result in net savings to the Facilities' budget.

Sponsor: Legislator Patierne

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Steve Luciano, Director of Facilities
Erin Reich, Facilities Engineer
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: May 3, 2024

RE: Authorization to Eliminate and Create Positions at the Office of Facilities

Attached is a memorandum from Steve Luciano, Director of Facilities, and Erin Reich, Facilities Engineer, requesting authorization to eliminate the position of Facilities Assistant Position (CSEA Grade 6) and create the position of Facilities Aide Position (CSEA Grade 6). As Mr. Luciano and Ms. Reich indicate, the creation of the Facilities Aide position would better accommodate the increase in responsibilities and work activities needed by the department.

In addition to this action, Mr. Luciano and Ms. Reich are requesting a reclassification of the Plumber's Helper position in the Facilities Department. Currently, it is classified as CSEA Grade 12. They propose a change in grade to CSEA Grade 8a, bringing it more in line with the position's qualification and result in a net savings to the Facilities' budget.

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

I recommend your approval.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: April 26, 2024
SUBJECT: Budget Amendment – Facilities Personnel Changes

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions and to reclassify a position's starting salary in the Department of Facilities. The annual salary for the Facilities Aide position is \$44,451 and the new annual salary for the Plumber's Helper is \$47,190.

Create and Increase Expense Code By:

A511620._01104	Facilities Aide	\$28,210
----------------	-----------------	----------

Decrease Expense Code By:

A511620._01501	Facilities Assistant	\$28,210
A511620._01778	Plumber's Helper	<u>\$29,948</u>
		\$58,158

Decrease Use of Fund Balance:

A.599	Appropriated Fund Balance	\$29,948
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

COUNTY of SCHENECTADY
INTER-DEPARTMENT

MEMORANDUM

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

From: Erin Reich, Facilities Engineer
Steve Luciano, Director of Facilities

Date: April 19, 2024

Subject: Personnel Request – Office of Facilities

We would respectfully request the creation of a Facilities Aide position and the adjustment of the Plumber's Helper position in the Schenectady County Office of Facilities to be added to the Legislative Committee Meeting Agenda.

Currently, the Facilities Department has budgeted the Facilities Assistant position which is a Grade 6 and the Plumber's Help as a Grade 12.

We propose abolishing the Facilities Assistant Position at Grade 6 that is currently budgeted for 2024 in favor of creating the Facilities Aide Position at a Grade 6. This position was originally part of the Office of Facilities 8 years ago at a Grade 5 but with the increase in responsibilities and required work activities, it is being brought to a Grade 6. Since these will be the same grade, this would be a net neutral change.

We propose adjusting the Plumber's Helper Position at Grade 12 that is currently budgeted for 2024 in favor of changing to a Grade 8a. The qualifications and job requirements are more in line with a Grade 8a. Since the position will be a lower grade, this would be a net positive change.

We thank you for your consideration.

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: April 30, 2024

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

The Director of Facilities has requested the elimination of the position Facilities Assistant and the creation of the position Facilities Aide.

I recommend the creation of the position Facilities Aide at CSEA Grade 6.

The Director has also requested a change in grade for the position Plumber's Helper from a CSEA Grade 12 to a CSEA Grade 8a. After a review of the qualifications and job specifications for this position, I recommend this change to better align this title with similar positions.

No additional action is necessary by the Civil Service Commission.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 12

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH A VENDOR FOR MAINTENANCE SERVICES AT A COUNTY FACILITY

Purpose and General Idea:

Provides Authorization to Enter into a Multi-year Agreement with Stants Combustion for Boiler and HVAC Maintenance at Public Works.

Summary of Specific Provisions:

Authorizes the County to enter into a multi-year maintenance agreement with Stants Combustion. This agreement has a term beginning May 1, 2024 and ending April 30, 2027. The cost for this agreement is \$5,200.44 for the first year with 3% increases for each subsequent year.

Effects Upon Present Law:

None.

Justification:

Paul Sheldon, Director of Engineering and Public Works, indicates Stants Combustion will oversee the upkeep of the radiant heat boilers and HVAC equipment at the Public Works Facility through testing, inspections, and preventative maintenance.

Sponsor: Legislator Patierne

Co-Sponsor:

COUNTY OF SCHENECTADY

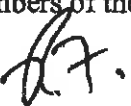


RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Paul Sheldon, Director of Public Works

Date: May 3, 2024

RE: Authorization to Enter into a Multi-year Agreement with Stants Combustion for Boiler and HVAC Maintenance at Public Works

Attached is a memorandum from Paul Sheldon, Director of Engineering and Public Works, requesting authorization to enter into a multi-year maintenance agreement with Stants Combustion. As Mr. Sheldon indicates, Stants Combustion will oversee the upkeep of the radiant heat boilers and HVAC equipment at the Public Works Facility through testing, inspections, and preventative maintenance.

This agreement has a term beginning May 1, 2024 and ending April 30, 2027. The cost for this agreement is \$5,200.44 for the first year with 3% increases for each subsequent year.

I recommend your approval.

**Schenectady County
Inter-Department Memorandum**

DATE: April 15, 2024
TO: Rory Fluman, County Manager
FROM: Paul Sheldon, Director of Public Works *PS*
COPIES: File
SUBJECT: DEPW Boiler / HVAC Maintenance Contract

Attached is a proposal from Stants Combustion for a three-year maintenance contract to oversee the upkeep of the radiant heat boilers and HVAC equipment at our Public Works Facility. This contract includes testing, inspections, and preventative maintenance measures for our equipment.

Stants Combustion has been a trusted partner in servicing our equipment for over two decades. Their consistent reliability and exceptional workmanship have been instrumental in maintaining the efficiency and functionality of our facilities.

We recommend approval of the easement.



From Stants Capital Combustion, LLC
 203 Old Loudon Road
 Latham NY 12110
 518-785-8539
<http://stantscombustion.com/>
 Trusted Service, Parts, 24/7
 Dispatch, All Local 7
 Expert, Trained & Certified
 Technicians!

Quote No. 0001237
 Type Planned Maintenance
 Prepared By Mary Cummings
 Created On 04/03/2024
 Valid Until 04/30/2025

Quote For Schenectady County Highway Garage
 Schenectady County Highway Garage Agreement 2023
 100 Keller Avenue
 Schenectady NY 12306
 356-5340 ext. 3223

Description of Work

4/4/2024 Revising 2

PLANNED SERVICE PROPOSAL FOR Schenectady Highway Department

- This proposal is for Schenectady County Highway Department located at 100 Keller Avenue Schenectady, NY 12306.
- In this proposal, we are offering a service agreement for 1 year - starting 6/1/2024 and ending 4/30/2025, with an option for up to 2 additional years.
- The agreement price for the first year, 2024-2025 of service is \$5,200.44 see below 2025-2026 & 2026-2027, Multi Year schedule below, Supplemental Price and Payment Terms, for pricing in subsequent years
- The equipment covered by this agreement and number of visits being provided equipment are described in detail in Schedule A, Equipment list

Emergency Services

Emergency service is provided 7 days a week, 24 hours a day, 365 days a year. After hours, weekends and holidays, the emergency service number transfers to the after-hours call center and on-call technicians are dispatched as needed.

Emergency Service is invoiced separately from this agreement

Technicians Phone Availability: This service will be available during the office hour (from Monday to Friday, 07:30 am - 04:30 pm).

Reports: Each completed service call and inspections will be documented by a work order. The work is provided to the customer as evidence of the completed service showing each performed task. A performance review is held with you on an annual basis. Discussions include quality of work, and improvements suggestions. Items needing attention are addressed in a timely fashion. If any know issues are found they will be entered into a deficiency and email to our contact for further instructions.

Feature Benefits and Discounts: As part of your service agreement you receive priority service on all emergency service calls. Any additional service work or service you will receive 10% off our standard labor rates and 10% off all materials.

Summary of Services and Options

Testing: • Job labor, travel labor and expenses required for semi-annual test and inspection visits

- Testing for vibrations, testing for components, motor winding resistance, refrigerant charge, fan operations, heater operations, combustion and draft testing, test of safeties.

Inspections: Inspect for worn belts, dirty filters, failed and doubtful parts including mounts, drive couplings, oil levels, proper operations, ignition controls.

Preventive Maintenance: • Preventive maintenance task include all job labor, travel labor, and costs required to perform the following at each quarterly visit or annually as necessary.

- Clean all condensers and evaporator coils, fan blades and wheels, contactors and relays, burners and orifices, burner passages, nozzles, and ignitors.
- Alignment of fans, drives, belts, fins
- Calibration of all temperature controls listed on schedule of equipment, calibration of equipment safeties
- Tighten of belts, screws, bolts, mounting hardware, clamps, dampers, and actuators.

- Adjustment of superheat refrigerant charge, fan RPM's, belt tensions, burner air and fuel settings, gas pressures, set point of controls, unloaders, damper close offs and settings.
- Lubrication of all motors, pump bearings, dampers, valves, actuators, vanes.
- Annual and semi-annual preventative maintenance on Fulton Pulse boilers
 - o Clean probe on top of boiler shell
 - o Change the spark plug
 - o Clean or change the air flappers
 - o Perform the flue gas analysis .

Scope of Service

Stants Capital Combustion and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by Stants Capital Combustion at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and Stants Capital Combustion.

Equipment List: Only the equipment listed in the below Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal This Agreement takes effect on 05/01/2024 and will continue until 04/30/2025 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or Stants Capital Combustion gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions .

Price and Payment Terms

The total Contract Price for Stants Capital Combustion Services during the 1st year of the Original Term is \$5,200.44. This amount will be paid to Stants Capital Combustion in quarterly installments of \$1,300.11. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to Stants Capital Combustion obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

Schenectady County Highway Department
 100 Kellar Avenue
 Schenectady, NY 12306

This proposal is valid for thirty days from the proposal date.

Services to be completed

[HVAC] Split System - 6 Units Trane
 Planned Maintenance

[Ventilation] Exhaust Fan - 7 units Exhaust Fans
 Planned Maintenance

[HVAC] Make Up Air Unit - 1 Unit
 Planned Maintenance

[Boiler] Boiler - 2 units Fulton
 Planned Maintenance

[Boiler Water System] Boiler Feed System - 6 Units Taco Loop Pumps
 Planned Maintenance

[HVAC] Heat Pump Group - Taco Radiant Floor Pumps 4
 Planned Maintenance

[Commercial Heating] Unit Heater - 1 Unit Trane
 Planned Maintenance

Anytime **MONTHLY X 4**
 Quarterly Maintenance

Estimated Completion: 05/01/2024 to 07/31/2024

Item	Qty	Amt
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Other		\$16,074.00
Year 1 - 2024 -2025 Quarterly \$1,300.11 Total \$5,200.44	4	
Multi-Year 2025-2026 Quarterly \$1,339.11 Total \$5,356.44	4	
Multi-Year 2026-2027 Quarterly \$1,379.22 Total \$5,517.12	4	
	GRAND TOTAL	\$16,074.00

Terms and Conditions

Standard payment terms are net 30 days. We accept payment by check, cash and credit card adding a 3% processing fee. Please send checks to our main address including a invoice reference # or call with credit card info to process. Question should be directed to 618-786-8639 or emailed to admin@stantscombustion.com. Thank You

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 13

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE

Purpose and General Idea:

Provides Authorization to Enter into Supplemental Agreement #3 for the Construction Phase of the Nott Street / Balltown Road Safety Improvements Project.

Summary of Specific Provisions:

Authorizes entry into a Supplemental Agreement #3 with the NYS Department of Transportation (NYSDOT) for the Construction Phase of the Nott Street / Balltown Road Safety Improvements Project. Paul Sheldon, Director of Engineering and Public Works, indicates this would amend the previously authorized Supplemental Agreement #2 which approved the construction funding for the project.

Effects Upon Present Law:

None.

Justification:

This amendment is needed because the NYSDOT's State Transportation Improvement Program (STIP), a comprehensive list of all projects in the State proposed to receive Federal funding, had a different cost for this project. Since then, NYSDOT has amended the STIP to match the County's original project costs. This change, however, requires the County to approve of this new agreement so that it may receive the remaining funding.

Sponsor: Legislator Patierne

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Paul Sheldon, Director of Engineering and Public Works

Date: May 3, 2024

Re: Authorization to Enter into Supplemental Agreement #3 for the Construction Phase of the Nott Street / Balltown Road Safety Improvements Project

Attached is a memorandum from Paul Sheldon, Director of Engineering and Public Works, requesting authorization to enter into Supplemental Agreement #3 with the NYS Department of Transportation (NYSDOT) for the Construction Phase of the Nott Street / Balltown Road Safety Improvements Project.

As Mr. Sheldon indicates, this would amend the previously authorized Supplemental Agreement #2 which approved the construction funding for the project. This amendment is needed because the NYSDOT's State Transportation Improvement Program (STIP), a comprehensive list of all projects in the State proposed to receive Federal funding, had a different cost for this project. Since then, NYSDOT has amended the STIP to match the County's original project costs. This change, however, requires the County to approve of this new agreement so that it may receive the remaining funding.

I recommend your approval.

Schenectady County
Inter-Department Memorandum

DATE: April 26, 2024

TO: Rory Fluman, County Manager

FROM: Paul Sheldon, P.E., Director of Public Works PDS

COPIES: File

SUBJECT: Nott Street / Balltown Road Intersection: Safety Improvements, PIN 1761.60
Town of Niskayuna
Supplemental Agreement #3 – Construction Phase

Attached is supplemental agreement #3 for the Nott Street Intersection Safety Improvement Project. This agreement serves to amend Supplemental agreement #2 which approved the construction funding for the completed project.

Upon review, it was discovered that the total project cost provided on Supplemental Agreement #2 did not align with the funding listed by NYSDOT on their State Transportation Improvement Program (STIP) project listing. The Statewide Transportation Improvement Program (STIP) is a comprehensive list of all projects in New York State proposed to receive Federal funding. This list is developed by NYSDOT in consultation with local officials in non-metropolitan areas and in cooperation with Metropolitan Planning Organizations (MPO's) in urbanized areas such as the Capital Region Transportation Council (CRTC) which serves our region.

NYSDOT has amended the STIP to match our original project numbers and is requesting that we approve this agreement so the County may receive our remaining project funding. No additional funding is required.

Please advise if you have any questions

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER:

A Resolution authorizing the Implementation, and funding in the first instance 100% of the federal-aid and State "Marchiselli" Program-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore

WHEREAS, a Project Nott Street/Balltown Road Intersection: Safety Improvements, Town of Niskayuna, Schenectady County P.I.N. 1760.60-D035866 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 90 % Federal funds

WHEREAS, the County of Schenectady desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of Design and Construction/CI

NOW, THEREFORE, the County Legislature duly convened does hereby

RESOLVE, that the County Legislature hereby approves the above-subject project; and it is hereby further

RESOLVED, that the County Legislature hereby authorizes the County of Schenectady to pay in the first instance 100% of the federal and non-federal share of the cost of Design and Construction/CI work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$ 1,298,556.00 has hereby been appropriated from _____ and made available to cover the cost of participation in the Design phase of the Project; and it is further

RESOLVED, that the additional sum of \$ 41,522.00 is hereby appropriated from _____ and made available to cover the cost of participation in the Design and Construction/CI phases of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the County Legislature of Schenectady County shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof, and it is further

RESOLVED, that the County Manager of Schenectady County be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or Marchiselli Aid on behalf of the County of Schenectady with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project and it is further

RESOLVED, this Resolution shall take effect immediately

STATE OF NEW YORK }
 } ss.:
COUNTY OF Schenectady }

I, the undersigned,

DO HEREBY CERTIFY that I have compared the above copy of a resolution adopted _____, 20__ with the original record in this office and that the same is a correct transcript thereof and of the whole of said original record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of said _____

This ____ day of _____, 20__.

Clerk

Sponsor: Schenectady County
PIN: 1760.60 BIN: _____
Comptroller's Contract No. D035866
Supplemental Agreement No. 3
Date Prepared: 4/17/2024 By: jc
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 3 to D035866 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

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

County of Schenectady (the Sponsor)
Acting by and through the Department of Engineering & Public Works
with its office at 100 Kellar Avenue, Schenectady, NY 12306.

This amends the existing Agreement between the parties in the following respects only:

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase **Construction** which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
- increasing funding for a project phase(s)
- adding a pin extension
- change from Non-Marchiselli to Marchiselli
- deleting/reducing funding for a project phase(s)
- other (_____)

- Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)
- Amends a previously adopted Agreement by replacing the Appendix A dated October 2019 with the Appendix A dated June 2023.
- Amends a previously adopted Agreement by adding:
 - Appendix B M/WBE/SDVOB.
 - Retention Exhibit.
 - Other: _____
- Amends the text of the Agreement as follows (insert text below):

Sponsor: **Schenectady County**

PIN: **1760.60** BIN: _____

Comptroller's Contract No. **D035866**

Supplemental Agreement No. **3**

Date Prepared: **4/17/2024** By: **jc**

Initials

Press F1 for instructions in the blank fields:

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

SPONSOR:

SPONSOR ATTORNEY:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF NEW YORK

)ss.:

COUNTY OF **Schenectady**

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

BY: _____

For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

By: _____
Assistant Attorney General

Date: _____

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law '112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements

NYS DOT/ State-Local Agreement - Schedule A for PIN 1760.60

OSC Contract #: D035866 **Contract Start Date:** 7/19/2018 (mm/dd/yyyy) **Contract End Date:** 7/19/2028 (mm/dd/yyyy)
 Check, if date changed from the last Schedule A

Purpose: Original Standard Agreement Supplemental Schedule A No. 3

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): County of Schenectady
 Other Municipality/Sponsor (if applicable): _____

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share
 Municipality: _____ % of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/C/CS

Work Type: HWY INTERSECTION IMP **County (if different from Municipality):** _____

(Check, if Project Description has changed from last Schedule A):

Project Description: Notl Street/Baltown Road Intersection: Safety Improvements, Town of Niskayuna, Schenectady County

Marchionni Eligible Yes No

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

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1760.60.121	Current	HSIP (80%)	\$237,078.00	\$213,370.00	\$17,781.00	\$5,927.00	\$0.00
	Old	HSIP (80%)	\$237,078.00	\$213,370.00	\$17,781.00	\$5,927.00	\$0.00
1760.60.321	Current	HSIP (90%)	\$1,103,000.00	\$992,700.00	\$82,725.00	\$27,575.00	\$0.00
	Old	HSIP (90%)	\$1,061,178.00	\$956,330.00	\$79,811.00	\$26,537.00	\$0.00
1760.60.LOC	Current	100% Local	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$0.00
	Old	100% Local	\$250,000.00	\$0.00	\$0.00	\$250,000.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$1,590,078.00	\$1,208,070.00	\$100,508.00	\$283,502.00	\$ 0.00

NYS DOT/State-Local Agreement – Schedule A PIN 1760.60

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

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,206,070.00	\$100,506.00	\$283,502.00	\$1,590,078.00
Total FEDERAL Cost			\$1,206,070.00
Total STATE Cost			\$100,506.00
SFS TOTAL CONTRACT AMOUNT			\$1,306,576.00

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

Footnotes (FN): (See [LPE's SharePoint](#) for link to sample footnotes)

- This Supplemental #3 adds additional funding to the Construction phase to the project. Construction = \$41,522.00.
-
- This Supplemental #2 adds the Construction phase to the project. Construction = \$853,539.00, CI = \$192,800.00. There is 100% Local Share of \$250,000.00.
- The Supplemental #1 added funds to the Design phase of the project. Preliminary Design = \$128,314.00/Preliminary Sch'dy Admin Cost = \$4,979.86., Detailed Design = \$98,804.00/ /Detailed Design Sch'dy Admin Cost = \$4,979.86.
- The Master Agreement was for the Design Phase of the project. Preliminary Design = \$110,314.00/Preliminary Sch'dy Admin Cost = \$4,979.86. Detail Design = \$94,804.00/Detail Sch'dy Admin Cost = \$4,979.86.
-
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SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

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

A1. Preliminary Engineering ("PE") Phase

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

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Conduct any required soils and other geological investigations.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities 	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

A2. Right-of-Way (ROW) Incidentals

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
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<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Prepare ARM or other mapping, showing preliminary taking lines.	<input type="checkbox"/>	<input type="checkbox"/>
2. ROW mapping and any necessary ROW relocation plans.	<input type="checkbox"/>	<input type="checkbox"/>
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	<input type="checkbox"/>	<input type="checkbox"/>
4. Secure Appraisals.	<input type="checkbox"/>	<input type="checkbox"/>
5. Perform Appraisal Review and establish an amount representing just compensation.	<input type="checkbox"/>	<input type="checkbox"/>
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.	<input type="checkbox"/>	<input type="checkbox"/>
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

B. Right-of-Way (ROW) Acquisition

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	<input type="checkbox"/>	<input type="checkbox"/>
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	<input type="checkbox"/>	<input type="checkbox"/>
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	<input type="checkbox"/>	<input type="checkbox"/>
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	<input type="checkbox"/>	<input type="checkbox"/>
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	<input type="checkbox"/>	<input type="checkbox"/>
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	<input type="checkbox"/>	<input type="checkbox"/>
8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input type="checkbox"/>
9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input type="checkbox"/>

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

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
1. Advertise contract lettings and distribute contract documents to prospective bidders.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Phase/Sub-phase/Task</u>	<u>Responsibility: NYSDOT Sponsor</u>	
4. Compile and submit Contract Award Documentation Package.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Review/approve any proposed subcontractors, vendors, or suppliers.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Review and approve all shop drawings, fabrication details, and other details of structural work.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

- | | | |
|--|--------------------------|-------------------------------------|
| 13. Administer all construction contract claims, disputes or litigation. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 14

Title of Proposed Resolution:

A RESOLUTION REGARDING A CHANGE ORDER FOR A ROOF REHABILITATION PROJECT AT THE SCHENECTADY COUNTY CORRECTIONAL FACILITY

Purpose and General Idea:

Provides Authorization to Approve a Change Order Regarding the Schenectady County Jail Roof Project.

Summary of Specific Provisions:

Authorizes the approval of a change order relating to Contract #23-490, the Schenectady County Jail Roof Project. Stephen Luciano, Director of Facilities, and Erin Reich, Facilities Engineer, indicate this change order would increase the contract by \$108,811, accommodating unforeseen challenges that were only revealed after the planned roof demolition. Specifically, it would accommodate expenses relating to the removal of brick masonry, installation of lead-coating copper thru flashing and weeps, installation of brick masonry, and debris removal. By completing this much-needed work, Firestone will issue a full manufacturer's warranty.

Effects Upon Present Law:

None.

Justification:

Per Resolution #65-81, this change order exceeds the maximum cost that can be approved by the County Manager. The overall project is well within budget, and as such, no budget amendment is necessary.

Sponsor: Legislator Patierne

Co-Sponsor:

COUNTY OF SCHENECTADY

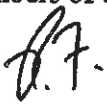


RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

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

Date: May 3, 2024

Re: Authorization to Approve a Change Order Regarding the Schenectady County Jail Roof Project

Attached is a memorandum from Stephen Luciano, Director of Facilities, and Erin Reich, Facilities Engineer, requesting authorization to approve a change order relating to Contract #23-490, the Schenectady County Jail Roof Project.

As Mr. Luciano and Ms. Reich indicate, this change order would increase the contract by \$108,811, accommodating unforeseen challenges that were only revealed after the planned roof demolition. Specifically, it would accommodate expenses relating to the removal of brick masonry, installation of lead-coating copper thru flashing and weeps, installation of brick masonry, and debris removal. By completing this much-needed work, Firestone will issue a full manufacturer's warranty.

Per Resolution #65-81, this change order exceeds the maximum cost that can be approved by the County Manager. The overall project is well within budget, and as such, no budget amendment is necessary.

I recommend your approval.

COUNTY of SCHENECTADY
INTER-DEPARTMENT

MEMORANDUM

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

From: Erin Reich, Facilities Engineer
Steve Luciano, Director of Facilities

Date: April 23, 2024

Subject: Schenectady County Jail Roof Project – Change Order Approval Request

The Office of Facilities would like to formally request your approval for an increase change order for \$108,811.00 on Contract# 23-490 between Schenectady County and Mid-State Industries, LTD.

This request will incorporate all necessary labor, material, equipment, and insurances to perform the following work:

- a. Remove approximately 191 LF of (2) course of brick masonry.
- b. Install 16 oz lead coating copper thru flashing and weeps.
- c. Install (2) course of brick masonry.
- d. Remove all contractor generated debris from site.

Since the commencement of the contract, some unforeseen challenges have emerged, necessitating adjustments to the original scope and budget. Upon completion of the existing roof demolition the contractor exposed weep holes and step flashing that was installed incorrectly, around the penthouse. The above-mentioned work will correct the issue and satisfy Firestone to issue a full manufactures warranty.

The Office of Facilities has budgeted for the roof to incorporate unforeseen conditions and need legislative approval to increase the contract for the necessary work to commence.

We thank you for your consideration in this matter.



Roofing • Sheet Metal • Exterior/Interior Restoration Specialists

April 21, 2024

Erin Reich
Assistant Facilities Engineer
Schenectady County Office of Facilities
612 State Street
Schenectady, NY 12035

RE: Schenectady County – Schenectady Jail- Masonry Thru-Wall Proposal

Dear Ms. Reich:

Per your request, we propose to provide all the necessary labor, material, equipment, and insurances to perform the following work at the above referenced location:

- a. Remove approximately 191 LF of (2) course of brick masonry.
- b. Install 16 oz lead coating copper thru flashing and weeps.
- c. Install (2) course of brick masonry.
- d. Remove all contractor generated debris from site.

**TOTAL FOR ABOVE
ONE HUNDRED AND EIGHT THOUSAND EIGHT HUNDRED AND ELEVEN DOLLARS AND NO CENTS
(\$108,811.00)**

Notes:

- 1. This quote does not include any permits that may be required.
- 2. This proposal is subject to all 2024 AIA stipulations and regulations in effect.
- 3. Any latent conditions would be performed on a time and materials cost-plus basis and the value would be added to the base quote.
- 4. This price will be in effect for thirty (30) days.

Thank you for the opportunity to be of service to you. If you have any questions, do not hesitate to contact our office.

Sincerely,

Michael Lucey II

Michael Lucey II
Director of Roofing & Waterproofing Division

Accepted By:

Signature Date









2. Weather-resistive barrier

3. Air space

4. W

Through-wall flashing



Schenectady County Legislature

Committee on Tourism, Arts and Special Events

Hon. Cathy Gatta, Chair

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

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

DATE: May 3, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Tourism, Arts and Special Events
Honorable Cathy Gatta, Chair
Monday, May 6, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
TASE	2	A RESOLUTION AWARDED FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2024 SCHENECTADY COUNTY ARTS & CULTURE DEVELOPMENT GRANT PROGRAM	Legislator Hughes

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Tourism, Arts and Special Events
Dual Reference:
Initiative: TASE 2

Title of Proposed Resolution:

A RESOLUTION AWARDDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2024 SCHENECTADY COUNTY ARTS & CULTURE DEVELOPMENT GRANT PROGRAM

Purpose and General Idea:

Authorizes Schenectady County Arts & Culture Development Grants as recommended by a review committee.

Summary of Specific Provisions:

Please see the attached list of awardees and their monetary recommendation for Arts & Culture Development Grant Program funds.

Effects Upon Present Law:

None.

Justification:

In keeping with the Arts & Culture Development Grant, this resolution effectuated grants to support events which promote Schenectady County and contribute to the quality of life of its residents.

Sponsor: Legislator Hughes

Co-Sponsor:



RESOLUTION XXX-24

Sponsored by the _____.

A RESOLUTION AWARDING FUNDS TO VARIOUS ORGANIZATIONS PURSUANT TO THE 2024 SCHENECTADY COUNTY ARTS & CULTURE DEVELOPMENT GRANT PROGRAM

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

WHEREAS, the Schenectady County Arts & Culture Development Grant Program has completed its review of the 2024 applications for funding local arts organizations and programs; and

WHEREAS, numerous applications were reviewed and considered for funding under the 2024 Schenectady County Arts & Culture Development Grant Program; and

WHEREAS, the Advisory Committee recommends that \$120,000.00 in public benefit service agreements be funded based upon merit, feasibility to complete programs, and public benefit; and

WHEREAS, the following organizations have been recommended for funding in the amounts indicated, to wit:

Organization	Program	2024 Funding
440 State St	Duanesburg Artists and Athletes Day	\$2,500
440 State St.	30th Anniversary of Kids Arts Festival	\$5,000
440 State St. Inc	Jazz on Jay Concert series	\$3,000
440 State St. Inc.	ElectriCity Music Festival	\$1,000
A Place For Jazz, Ltd.	A Place For Jazz 2024 Jazz Concert Series	\$500
Albany Barn Inc	Watch & Learn at Electric City Barn	\$1,000
Boys and Girls Clubs of Schenectady	Steinmetz Park Family Fun Day	\$750

City of Schenectady	Festival Film Fridays at Music Haven	\$2,000
City of Schenectady	'Spontaneous Broadway' by MOP*CO at Music Haven	\$2,000
City of Schenectady	Free Concert at Central Park Firecracker Sports Tournament	\$1,000
Community Fathers, Inc.	I AM FATHER	\$1,000
CREATE Community Studios	Community Mural Paint Day Lamp Lane/Proctors	\$4,000
CREATE Community Studios	CREATE Together	\$4,000
Cycle Schenectady	Color the Canal: May the Trail Be With You	\$2,000
Downtown Schenectady Improvement Corporation	Downtown Schenectady Fall Spooktacular	\$2,000
Downtown Schenectady Improvement Corporation	Jay Squareartscape	\$2,000
Duanesburg Education Foundation	2024 Summer Youth Theater Program	\$350
Duanesburg Historical Society	Quaker Street -- Stepping Back in Time	\$500
Empire State Aerosciences Museum	ESAM's 40th Birthday/GALA Celebration & National Aviation Weekend: "Flights at Heights"	\$1,000
Empire State Youth Orchestra, Inc.	CHIME Amplify Our Voice Project	\$2,500
Empire State Youth Orchestra, Inc.	ESYO Young Peoples & Seniors Concerts	\$2,500
Freedom Park Foundation	Freedom Park Summer Concert Series	\$7,500
Hamilton Hill Drop-in Arts and Crafts Center	Juneteenth: A Celebration of Freedom	\$5,000
Hamilton Hill Drop-In Arts and Crafts Center, Inc.	Culturefest Concert Series	\$5,000
Jewish Federation of Northeastern New York	Chanukkah on Jay	\$3,000
Messiah Lutheran Church, Schenectady, NY	Rotterdam Community Movie Nights	\$500
Mohawk Valley Society for Live Music	Duanesburg Summer Concert Series	\$2,500
Mohawk Valley Society for Live Music	Porchfest Schenectady 2024	\$1,500
Museum of Innovation and Science	Supporting Leonardo da Vinci Machines in Motion and Seeing Ourselves temporary exhibitions at miSci	\$2,000
Musicians of Ma'alwyck, Inc.	Musicians of Ma'alwyck's Schenectady County Concert Series: September 2024-January 2025	\$500
New Russia Cultural Center	Theatrical Project "A letter to God"	\$500
New York Folklore Society, Inc.	Ancient Art in New Contexts: North Indian and Guyanese Folk Arts and Culture, a place-making initiative for Schenectady	\$2,000

New York Folklore Society, Inc.	New York Folklore's 80th Birthday Celebration	\$2,000
New York Folklore Society, Inc.	Pan African Youth Orchestra	\$2,000
Niskayuna Community Action Program	Niska-Day	\$2,000
Niskayuna Friends of Music	Community Schubertiade-Studentiade	\$1,000
Octavo Singers of Schenectady New York Inc	Octavo Singes 2024 Concert Series	\$1,000
Robert & Dorothy Ludwig JCC of Schenectady on the Golub Family Campus, Inc.	4th Annual Summer Arts Festival	\$1,000
Robert & Dorothy Ludwig JCC of Schenectady on the Golub Family Campus, Inc.	Schenectady JCC Film Festival: Remarkable Discussions on Fascinating Films	\$1,000
Schenectady County Community College Foundation	SUNY Schenectady School of Music Chamber Music Series	\$2,000
Schenectady County Historical Society	Schenectady County FallFest at Mabee Farm	\$4,000
Schenectady County Historical Society	Howlin' at the Moon Concert Series	\$4,000
Schenectady Greenmarket Inc	Schenectady Greenmarket Music Stage	\$5,000
Schenectady Hindu Temple & Community Center	Schenectady Caribbean Day	\$2,400
Schenectady Inner City Ministry	A Celebration of Dignity and Diversity - 80 years after the Liberation of Auschwitz	\$1,000
Schenectady Pride/Pride Center of the Capital Region	Schenectady Pride	\$2,000
Schenectady Symphony Orchestra Association Inc.	Free Summer Orchestra Concert at Music Haven	\$2,500
Schoharie River Center, Inc.	2nd Annual Mayfly Environmental Film Festival Series	\$500
The Stockade Association	The 59th Annual Stockade Walkabout	\$1,500
The Young Musicians Forum Inc.	Young Musicians Forum 2024 Concert Series	\$500
Town of Glenville	Glenville Oktoberfest	\$3,000
Town of Niskayuna	Town of Niskayuna Summer Concert Series and Movie Nights	\$2,500
Town of Rotterdam	Town of Rotterdam Summer Concert Series	\$2,500
TRI-CITY BMX, Inc.	Tri-City BMX New York State Championship Series	\$500
US Water Ski Show Team	Summer 2024 Electric City Waterski Tuesday Night Show Series	\$2,000
Village of Scotia	Village of Scotia Annual Fireworks Show	\$2,500
Village Special Events	Village Special Events	\$1,000

; now, therefore, be it

RESOLVED, that public benefit service agreements with the organizations and in the amounts hereinabove set forth be and they hereby are authorized; and, be it further

RESOLVED, that payment under each agreement shall be made in a manner, as determined by the Commissioner of Finance to the duly constituted and properly bonded disbursing officer of each organization upon submission of a verified account of disbursements as required by law; and, be it further

RESOLVED, that no County money shall be paid until memorandum receipts and/or public benefit service contracts, as may be required by the County of Schenectady, signed by the principal officer and disbursing officer of each organization agreeing to abide by the terms of this Resolution shall be delivered to the County Commissioner of Finance.



Schenectady County Legislature

Committee on Technology and Communications

Hon. Richard Ruzzo, Chair

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

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

DATE: May 3, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Technology and Communications
Honorable Richard Ruzzo, Chair
Monday, May 6, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
TC	3 A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF CHIEF INFORMATION OFFICER IN THE DEPARTMENT OF INFORMATION SERVICES	Legislator Ruzzo	
TC	4 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF INFORMATION SERVICES	Legislator Ruzzo	
TC	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR CYBER SECURITY IMPROVEMENTS	Legislator Ruzzo	

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Technology and Communications
Dual Reference: Ways and Means
Initiative: TC 3

Title of Proposed Resolution:

A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF CHIEF INFORMATION OFFICER IN THE DEPARTMENT OF INFORMATION SERVICES

Purpose and General Idea:

Provides Authorization to Appoint Gabriel Benitez to the Position of Chief Information Officer in the Information Technology Department.

Summary of Specific Provisions:

Authorizes the appointment of Gabriel Benitez to Chief Information Officer (CIO) in the Information Technology Department effective May 17, 2024, at a salary of \$128,017.

Effects Upon Present Law:

None.

Justification:

Gabriel Benitez has the necessary experience and is currently the Chief Information Security Officer for Schenectady County.

Sponsor: Legislator Ruzzo

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature

Date: May 3, 2024

RE: Authorization to Appoint Gabriel Benitez to the Position of Chief Information Officer in the Information Technology Department

I hereby appoint, subject to confirmation by the County Legislature, Gabriel Benitez Baer to the position of Chief Information Officer (CIO) in the Information Technology Department effective May 17, 2024, at a salary of \$128,017.

Mr. Benitez has had a distinguished career in Information Technology. He was a system administrator for Main-Care Energy in Albany, where he managed and supported the IT operation at the company's corporate headquarters and its 6+ remote sites. He then worked as an IT manager at HVHC Inc. in Latham for over 2 years and then at CDPHP Inc. in Albany for 1 year.

In 2019, Mr. Benitez joined the Schenectady County Information Services team as an IT Manager, where he provided cyber security support, improved workflow and communications, implemented new business strategies, and helped in the department's annual budget planning process. He was then promoted to the Deputy Director position in 2022, working with the CIO on technology strategic planning and disaster recovery planning, leading the department on trainings, and protecting the County and its employees' data by improving the department's cybersecurity programs. In 2024, he moved into the newly created Chief Information Security Officer position where he further improved upon the County's informational and data security.

I recommend your approval.

GABRIEL A. BENITEZ

• Troy, New York 12180

Summary of Qualifications

- Senior/executive IT Management, providing strategic direction towards business goal.
- Budgetary preparation & tracking.
- Vendor acquisition and maintaining relationships.
- Planning/operation of data center & DR, call center, field technicians, system and network operations.
- Direct and clear project manager, skilled in developing and maintaining a broad vision, growing excellent relationships and communicating effectively across the organization to build a focused and productive team.
- Drive the adoption of ITIL principals throughout IT and other business units with ITSM Platforms.
- Adhere to all regulatory and compliance requirements (Federal, State, CJIS, HIPAA, PCI, 21CFR Parts 11, SOX, etc.)
- Implementing ERP (Enterprise Resource Planning) systems.
- Clear understanding and experience with CFR, cGMP, cGLP, validation and quality assurance.
- Extensive experience and understanding within the public and private sector.
- Analyze metrics to better understand and trend the future of business needs.
- Perform process improvement and efficiency based on analytics.
- Ensure retention and knowledge sharing. Push and promote team members to achieve higher standards in means of training, internal and external.
- Develop, review and modify operational run book, process and standard operating procedures.
- Coach, develop and promote individuals.
- Build, develop lasting relationships with partners, internally and externally.
- Provide strategic direction in technologies, supporting both short- and long-term initiatives for business continuity.

Professional Experience

Schenectady County, Schenectady, New York 12305

Jan 2024– Present

Chief Information Security Officer, Information Services

- Governance, strategic development in enterprise information security and risk management.
- Facilitate risk assessment and risk management processes.
- Adhere to ISO 27005, 27001, 27002, 15408, 7498.
- Maintain Confidentiality, Integrity and Availability with in the environment.
- Review, update and maintain IT business continuity and DR plan via business impact analysis.
- Maintain asset security
- Coordinate pentest, email phishing campaigns, review results with executive management, perform mitigation steps.

Schenectady County, Schenectady, New York 12305

April 2022 – Jan 2024

Deputy Director, Information Services

- Work with County Finance and County Manager offices on budget planning.
- Recommend cost effective investments in technology capabilities, including staffing, sourcing and purchasing.
- Work with CIO on technology strategic planning, I.T. disaster recovery planning, development and implementation of applications and network services.
- Manage desktop computing, remote location computing access, telecommunications, help desk operations, institution-wide technology governance and administrative offices for County operations.
- Lead an evolving IT Department through analytics and training.
- Manage retention and guide employees on goals professional as well as personal.
- Inspire a collaborative and inclusive culture.
- Assist with cybersecurity programs, put in place operational best practices for organizational effectiveness, compliancy for State regulations and protect the County and employee data.
- Collaborate on development of County's business continuity plan and ensure preparedness for security or disaster related incidents.
- Most importantly, establish relationships with colleagues within and outside the County to assess and recommend best practices and trends in information technology.

Schenectady County, Schenectady, New York 12305

March 2019 – April 2022

Manager IT, Support Services

- Focus on minimizing risks/risk management, improving risk-control mechanisms through regulatory compliance and internal controls.
- Work with County Finance and County Manager offices on budget planning.
- Manage inter departmental teams.
- Provide security support, monitoring email gateway, review network alert.
- Raising operational efficiencies and lowering costs.
- Standardizing processes, enhancing productivity with KPI.
- Implement new business strategies, improve workflow and communications.
- Cloud base and on-premise data storage/backup.
- Sustaining repeatable service levels through process adoption.
- Work, develop, maintain relationships with partners and vendors.
- Deliver return of investment after product deployment, i.e., MS O365.
- Provide business improvements with automation and monitoring solutions.
- Administer, manage maintain, Active Directory, O365 Azure, Exchange, Teams etc.

Technical Summary

Operating Systems /System Applications:

Windows 7, 10
MS Teams Admin
SysAid
Cisco AMP

Active Directory O365 Admin
MS Exchange Admin MS Azure
Manage Engine ServiceDesk Barracuda Gateway

CDPHP Inc., Albany, New York 12206

March 2017 – May 2018

Manager IT Operations, Employee Experience

- Manage team of internal call center help desk, external managed services help desk located in Pune, India and internal IT field technicians.
- Focus on minimizing risks/risk management, improving risk-control mechanisms through regulatory compliance and internal controls.
- Raising operational efficiencies and lowering costs.
- Standardizing processes, enhancing productivity with KPI.
- Implement new business strategies, improve workflow and communications.
- Sustaining repeatable service levels through process adoption.
- Work, develop, maintain relationships with managed services, partners and vendors.
- Deliver return of investment after product deployment, i.e., Citrix, Cloud Based Solutions.
- Perform validation on implemented change requests.
- Provide business improvements with automation and monitoring solutions.
- Collaborate with Information Security and other business partners on IT Controls and audits.

Technical Summary

Operating Systems /System Applications:

Service Now
Citrix XenDesktop

Active Directory
Citrix XenApp

AV Polycom, Cisco
Windows 7

HVHC Inc., Latham, New York 12110

Sept. 2014 – March 2017

Manager IT Operations, Enterprise Desktop Services

- Manage Desktop Services Dept. with direct reports. Providing support in over 45 States.
- Support employees out of Corporate, Sales, and manufacturing sites for Davis Vision/Visionworks.
- Support included software/hardware system and network from homegrown application solutions to standard applications. Hardware from desktop, to peripherals i.e., iPhones, Polycom/Audio Video, copiers, servers, switches, etc.
- Research new technologies and calculate future needs to achieve capacity planning.
- Negotiate hardware, software and maintenance contracts through vendor.
- Perform annual DR Plan for accuracy and consistency based on system changes, business requirements.
- Identify KPI's, metrics and analytics oriented, pulling daily, weekly and monthly reports showing created/closed request/incident per individual/departments. Trends based on the IT environment and impact on business use. Report on SLA stats w/ Service Now.
- Focus on employee retention by evaluating the ratio of number of request/incidents, to supported personnel and number of equipment to determine possible growth within departments.
- Identify and maintain proper access requirements for department through internal audits and access management.
- Identify and develop personnel growth plans to ensure retention and knowledge sharing.
- Provide budgetary numbers based on previous year growth to projecting future growth.
- Collaboration with business units on project needs and requirements for successful implementation and business satisfaction.

Technical Summary

Operating Systems /System Applications:

Microsoft Windows Server iOS/OS Microsoft DHCP Server AV Polycom: RealPresence 500, 700, HDX 4000, 7000, VBP, RMX and InFocus Switches/Routers	Telecom/Avaya VoIP Service Now E-mail Server Active Directory	SCCM and SCEP Wireless Technology Service Manager
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**Main-Care Energy, Albany, New York 12205 Jan. 2012 – Sept. 2014
Information Systems, System Administrator**

- Manage and support hardware and software operations at corporate headquarters and six plus remote sites, including servers providing 24/7 service to 100 plus employees.
- Research new technologies and calculate future needs to achieve capacity planning.
- Negotiate hardware and software purchases and maintenance contracts.
- Created and implemented disaster recovery plans and procedures for Data Center, including remote sites for mission critical applications.
- Evaluated and selected appropriate anti-virus and intrusion detection software for e-mail and network to ensure complete and continuous coverage.
- Managed multiple projects including e-mail migration from host server to in house local server, chat server for employees that travel, i.e., drivers, service and sales force.

Technical Summary

Operating Systems /System Applications:

Microsoft Windows Server Microsoft SQL Server Microsoft DHCP Server Cisco Wireless	Telecom/Avaya VoIP Office ADD Sunrise System E-mail Server Switches/Routers	Chat Server Wireless Technology Home Automation Active Directory
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**Rochester Police Department, Rochester, New York 14614
Police Officer, Road Patrol**

Aug. 2010 – July 2011

**Regeneron Pharmaceuticals, Inc., Rensselaer, New York 12144
Supervisor, IT Client Services**

Jan. 2002 – Aug. 2010

- Hired, trained and supervised a team providing Help Desk and Field Support.
- Facilitated weekly team meetings, individual one on one, and quarterly performance evaluations to motivate team members and foster a cohesive work environment.
- Communicated regularly with senior management and both technical and non-technical personnel to build effective cross-functional teams and ensure accuracy, consistency, problem solving and on-time project completion.
- Manage vendors and contractors during building expansion project, conversion from digital to VoIP project (Nortel/Avaya CS1000), internal cellular antenna project, etc.
- Managed telecommunication at the Rensselaer site, PBX, Digital and VOIP.
- Manage and support hardware and software operations at corporate headquarters and Rensselaer site.
- Research new technologies and calculate future needs to achieve capacity planning. Negotiate hardware and software purchases and maintenance contracts.
- System Validation procedures, quality assurance and control.
- Followed cGMP (Good Manufacturing Practices) and Code of Federal Regulations.

Technical Summary

Operating Systems /System Applications:

Microsoft Windows Server/Exchange VoIP	Telecom: Nortel CS1000, POTS, Digital, Analog, Remedy ARS	
Microsoft DHCP Server	Audio Video	Security Systems
Microsoft SharePoint	BES Server	LIMS System
iOS/OS X Mac Environment	Cisco Wireless	Switches: Cisco
Routers 5400, Aironet 1200 & 1142, Foundry Edgemon		Active Directory

Regeneron Pharmaceuticals, Inc., Rensselaer, New York 12144 Oct. 1999 – Dec. 2001
1st Shift, Shift Lead Clinical Manufacturing Department

Taconic Biotechnology, Rensselaer, New York 12144 Jun. 1999 – Sept. 1999
Tissue Culture Technician

Virogenetics Corporation, Troy, New York 12180 Aug. 1998 – Jun. 1999
Laboratory Assistant, Tissue Culture/Virology Unit

Educational Experience

Associates in Applied Arts and Science, RIT (2021) – Rochester, New York

- IT Management and Administrative Strategies – Individual Studies

Emergency Management Institute (2019) – Emmitsburg, MD

Monroe Community College (2010) – Rochester, New York

Hudson Valley Community College (1996) – Troy, New York

La Salle Institute (1994) – Troy New York

Professional Training and Certifications

Information Technology

(ISC)2 Certified Information Systems Security Professional (CISSP) – Training 2023

MS O365 Admin Center, Exchange, Azure, Teams, SharePoint - Training

SQL Querying – Fundamentals of Querying – Training 2014

ITIL – Information Technology Infrastructure Library – Training

CCNA – Cisco Certified Network Associate– Training

CFST – Certified Field Support Technician (HDI) – Certified 2007

CHDP – Certified Help Desk Professional (HDI) – Certified 2007

IT Infrastructure Certificate Curriculum Course: IT System Validation – Quality Assurance of accuracy, precision, repeatability and reproducibility. The following are the parameters for Installation Qualification, Operational Qualification and Performance Qualification.

- 1: Computerized System Validation – Certified
- 2: Developing the IQ Package – Certified
- 3: Platform System Audit-ability after Go-Live – Certified
- 4: Formal Testing Practices for Installers – Certified

Excelling as a First-Time Manager or Supervisor – Training 2006

Mastering Internet and LAN Security– Training

CWNA Certified Wireless Network Administrator– Training

Implementing and Supporting Microsoft Windows XP Professional– Training

Mac OS X and Mac OS X Server Essentials v10.2 – Training

Emergency Management
Professional Development Series (FEMA) - Certified 2019

Community Activity

Board Member for Classie Lassie Softball League 2017
Hudson Mohawk District Travel League Representative/Fall Ball League Scheduler 2018
Assistant Coach Classie Lassie Aftershock Team 2018/2019
Classie Lassie League President 10/2018
Ordained Minister 10/2018
Board Member for CATA (Capital Area Technology Association) 2023

References will be furnished upon request.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Technology and Communications
Dual Reference: Ways and Means
Initiative: TC 4

Title of Proposed Resolution:

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

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions in Information Services.

Summary of Specific Provisions:

Authorizes the elimination of the position of Chief Information Security Officer and the position of one (1) Business Systems Programmer/Analyst. Additionally, this authorizes the creation of two (2) positions of Senior Business Systems Programmer/Analyst (JC-9).

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions in the Department of Information Services. The annual salary for each Senior Business Systems Programmer Analyst is \$80,000 and two positions have been requested.

Create and Increase Expense Code By:

A511621._01813	Senior Business Systems Programmer Analyst (2)	\$101,540
A511621.132400	Vacation	\$12,024
		\$113,564

Decrease Expense Code By:

A511621._01752	Chief Information Security Officer	\$72,980
A511621._01386	Business Systems Programmer Analyst	\$47,208
		\$120,188

Decreased Use of Fund Balance

A.599	Appropriated Fund Balance	\$6,624
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Gabriel Benitez, Interim Chief Information Officer , indicates this would reduce costs for the department.

Sponsor: Legislator Ruzzo

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Gabriel Benitez, Interim Chief Information Officer
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: May 3, 2024

RE: Authorization to Eliminate and Create Positions in Information Services

Attached is a memorandum from Gabriel Benitez, Interim Chief Information Officer, requesting authorization to eliminate the positions of Chief Information Security Officer and one (1) Business Systems Programmer/Analyst and to create two (2) positions of Senior Business Systems Programmer/Analyst (JC-9). As Mr. Benitez indicates, this would reduce costs for the department.

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

I recommend your approval.



SCHENECTADY COUNTY
INFORMATION SERVICES
INTEROFFICE MEMO

TO: Rory Fluman, County Manager
FROM: Gabriel Benitez, Interim CIO
RE: Legislative Action – May 2024 Legislative Meeting
Requesting Legislative Approval to eliminate CISO and one Business Systems Programmer Analyst position and create in its place, two Senior Business Systems Programmer Analyst position.
CC: Jennifer Bargy, Deputy County Manager
Jaclyn Falotico, Commissioner of Finance
DATE: 04/17/2024

Dear Rory,

Schenectady County Information Services is requesting to eliminate the CISO and one Business Systems Programmer Analyst position. These will be replaced with two new Senior Business Systems Programmer Analyst position. These changes will be cost savings to the County.

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

Sincerely,

Gabriel Benitez
Interim CIO

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaelyn Falotico, Commissioner of Finance *JF*
DATE: April 26, 2024
SUBJECT: Budget Amendment -- Information Services Personnel Changes

The Department of Finance provides the following amendment to the 2024 Operating Budget to eliminate and create positions in the Department of Information Services. The annual salary for each Senior Business Systems Programmer Analyst is \$80,000 and two positions have been requested.

Create and Increase Expense Code By:

A511621._01813	Senior Business Systems Programmer Analyst (2)	\$101,540
A511621.132400	Vacation	<u>\$12,024</u>
		\$113,564

Decrease Expense Code By:

A511621._01752	Chief Information Security Officer	\$72,980
A511621._01386	Business Systems Programmer Analyst	<u>\$47,208</u>
		\$120,188

Decreased Use of Fund Balance

A.599	Appropriated Fund Balance	\$6,624
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Memo

To: Rory Fluman, County Manager
From: Joe McQueen, Director of Human Resources
Date: April 24, 2024
Re: Elimination and Creation of Positions in Information Services

The Office of Information Services has requested the elimination of the position Chief Information Security Officer (CISO) and one Business Systems Programmer/Analyst position, and the creation of two Senior Business Systems Programmer/Analyst positions.

I recommend the creation of the positions Senior Business Systems Programmer/Analyst at a JC9.

All necessary action needed to be taken by the Civil Service Commission will occur at their May 21, 2024 meeting.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Technology and Communications
Dual Reference: Ways and Means
Initiative: TC 5

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR CYBER SECURITY IMPROVEMENTS

Purpose and General Idea:

Provides Authorization to Enter into a Multi-Year Agreement with the NYS Division of Homeland Security and Emergency Services for the FY2021 Cybersecurity Grant.

Summary of Specific Provisions:

Authorizes the acceptance of \$50,000 in funding from the NYS Division of Homeland Security and Emergency Services for its FY2021 Cybersecurity Grant. This multi-year agreement has a term beginning April 1, 2024 and ending August 31, 2025. This funding can be used to enhance and sustain the County's cybersecurity capabilities.

Effects Upon Present Law:

None.

Justification:

Gabriel Benitez, Interim Chief Interim Officer, intends to utilize this funding for training in cybersecurity response for his staff, as well as implementing a new backup and recovery model. This funding is already budgeted in the 2024 Operating Budget, so no budgetary action is needed.

Sponsor: Legislator Ruzzo

Co-Sponsor:

COUNTY OF SCHENECTADY




RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

From: Rory Fluman, County Manager 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Gabriel Benitez, Interim Chief Interim Officer

Date: May 3, 2024

Re: Authorization to Enter into a Multi-Year Agreement with the NYS Division of Homeland Security and Emergency Services for the FY2021 Cybersecurity Grant

Attached is a memorandum from Gabriel Benitez, Interim Chief Interim Officer, requesting authorization to enter into a multi-year agreement with the NYS Division of Homeland Security and Emergency Services for its FY2021 Cybersecurity Grant. Under this agreement, Schenectady County is awarded \$50,000 which it can use to enhance and sustain the County's cybersecurity capabilities. Specifically, Mr. Benitez intends to utilize this funding for trainings in cybersecurity response for his staff, as well as implementing a new backup and recovery model.

This agreement has a term beginning April 1, 2024 and ending August 31, 2025.

This funding is already budgeted in the 2024 Operating Budget so no budgetary action is needed.

I recommend your approval.



Laura Baker
Chief Information Officer

620 State Street, Schenectady NY 12305

4/18/2024

MEMO: Acceptance of the FY2021 NYSDHSES Cyber Security Grant

The Schenectady County IT department is the recipient of a \$50,000 grant from the NYS Department of Homeland Security for Cyber Security improvements. The performance period for this award is April 1, 2024 through August 31, 2025. The IT department plans to use this funding to obtain training for the IT staff in cyber security response and to implement a new backup and recovery model.

Regards,

Gabriel Benitez

Gabriel Benitez

Interim Chief Information Officer
Information Services
Schenectady County



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

April 1, 2024

The Honorable Gary Hughes
Chair, Schenectady County Legislature
620 State Street
Schenectady, NY 12305

Dear Mr. Hughes:

I am pleased to announce that Schenectady County has been awarded \$50,000 in federal funding under the FY2021 Cybersecurity Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is April 1, 2024, through August 31, 2025.

As outlined in your application, this funding is provided to enhance and sustain your jurisdiction's cybersecurity posture as well as ensure that your information systems are secured and protected from cyber incidents through equipment, training, exercise, and planning projects.

Additionally, all capabilities developed through federal FY2021 SHSP funding are required to be deployable regionally and nationally per the federal guidelines. All funding through this grant program is subject to both New York State and federal guidelines and regulations.

In order to ensure these funds are made available as quickly as possible, a representative from the Grants Program Administration Unit of DHSES will be reaching out to your grant point of contact. If you have any questions about this program, please contact Eric Abramson, Director of Grants Program Administration at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Bray".

Jackie Bray
Commissioner



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: May 3, 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, May 6, 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	7 A RESOLUTION AUTHORIZING A MORTGAGE TAX DISTRIBUTION OF \$1,365,270.48 TO THE VARIOUS MUNICIPALITIES OF SCHENECTADY COUNTY FOR THE PERIOD OCTOBER 1, 2023 TO MARCH 31, 2024	Legislator Fields	
WM	8 A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY	Legislator Fields	
WM	9 A RESOLUTION CORRECTING CLERICAL ERRORS ON THE MUNICIPAL TAX ROLL OF DUANESBURG	Legislator Fields	

Item	Title	Sponsor	Co-Sponsors
TC	3 A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF CHIEF INFORMATION OFFICER IN THE DEPARTMENT OF INFORMATION SERVICES	Legislator Ruzzo	
TC	4 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF INFORMATION SERVICES	Legislator Ruzzo	
TC	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR CYBER SECURITY IMPROVEMENTS	Legislator Ruzzo	
PFTI	11 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE OFFICE OF FACILITIES	Legislator Patierne	
PFTI	12 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A MULTI-YEAR AGREEMENT WITH A VENDOR FOR MAINTENANCE SERVICES AT A COUNTY FACILITY	Legislator Patierne	

Item	Title	Sponsor	Co-Sponsors
PFTI	13 A RESOLUTION AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE	Legislator Patierne	
PFTI	14 A RESOLUTION REGARDING A CHANGE ORDER FOR A ROOF REHABILITATION PROJECT AT THE SCHENECTADY COUNTY CORRECTIONAL FACILITY	Legislator Patierne	
LCS	8 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC LIBRARY	Legislator Frisoni	
LCS	9 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE GLENDALE NURSING HOME	Legislator Frisoni	
LCS	10 A RESOLUTION TO CREATE A CERTAIN POSITION IN THE AVIATION DEPARTMENT AT THE SCHENECTADY COUNTY AIRPORT	Legislator Frisoni	

Item	Title	Sponsor	Co-Sponsors
LCS	11 A RESOLUTION TO CREATE A CERTAIN POSITION AT THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Frisoni	
LCS	12 A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR THE SCHENECTADY COUNTY VETERANS SERVICES AGENCY	Legislator Frisoni	
HHHS	15 A RESOLUTION TO ACCEPT MONIES FROM THE NYS HOUSING TRUST FUND CORPORATION AND THE OFFICE OF COMMUNITY RENEWAL FOR THE LEADING IN LEAD PREVENTION PILOT PROGRAM, AND TO CREATE A POSITION IN THE OFFICE OF PUBLIC SERVICES	Legislator Ostrelich	
HHHS	16 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DEPARTMENT OF HEALTH FOR THE TOBACCO ENFORCEMENT PROGRAM	Legislator Ostrelich	
EDP	4 A RESOLUTION REGARDING THE TRANSFER OF COUNTY-OWNED REAL PROPERTIES TO THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION	Legislator Samuel	

Item	Title	Sponsor	Co-Sponsors
EDP	5 A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE SCHENECTADY COUNTY CAPITAL RESOURCE CORPORATION	Legislator Samuel	
EDP	6 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE SCHENECTADY METROPLEX DEVELOPMENT AUTHORITY FOR IMPROVEMENTS TO THE EMPIRE STATE TRAIL	Legislator Samuel	
EDP	7 A RESOLUTION CALLING A PUBLIC HEARING ON PROPOSED LOCAL LAW A-2024	Legislator Samuel	
CJCA	2 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES FOR THE FUNDING OF INDIGENT LEGAL DEFENSE SERVICES	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Ways and Means
Dual Reference: Ways and Means
Initiative: WM 7

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING A MORTGAGE TAX DISTRIBUTION OF \$1,365,270.48 TO THE VARIOUS MUNICIPALITIES OF SCHENECTADY COUNTY FOR THE PERIOD OCTOBER 1, 2023 TO MARCH 31, 2024

Purpose and General Idea:

Provides Authorization for Semi-Annual Mortgage Tax Distribution

Summary of Specific Provisions:

Authorizes the distribution of \$1,365,270.48 in semi-annual mortgage tax proceeds. Calculation of the Semi-Annual Mortgage Tax Distribution to the City, Towns and Villages for the period of October 1, 2023 to March 31, 2024 has been completed by the County Clerk and Finance Department Staff.

Effects Upon Present Law:

Calculation of the Semi-Annual Mortgage Recording Tax Distribution to the City, Towns and Villages for the period of October 1, 2023 to March 31, 2024 has been completed by the County Clerk's Office and the Department of Finance.

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

Village of Delanson	\$ 1,555.93
Town of Duanesburg	56,235.13
Village of Scotia	25,416.37
Town of Glenville	260,505.60
Town of Niskayuna	263,588.70
Town of Princetown	20,340.31
Town of Rotterdam	326,263.05
City of Schenectady	411,365.39
Total	\$ 1,365,270.48

The Department of Finance requests legislative authorization to distribute \$1,365,270.48 in Mortgage Recording Tax to the municipalities within the County in the amounts identified above.

Justification:

This resolution provides for the distribution of mortgage tax proceeds in accordance with law.

Sponsor: Legislator Fields

Co-Sponsor:

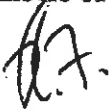
COUNTY OF SCHENECTADY



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: May 3, 2024
Re: Semi-Annual Mortgage Tax Distribution

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to distribute \$1,365,270.48 in semi-annual mortgage tax proceeds to the City, Towns, and Villages for the period of October 1, 2023 to March 31, 2024. Ms. Falotico's memorandum details the revenue distribution to each municipality.

I recommend your approval.

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn L. Falotico, Commissioner of Finance *hf*
CC: Cara Ackerley, County Clerk
Robert Zych, Director of Treasury Systems
DATE: April 17, 2024
SUBJECT: Semi-Annual Mortgage Recording Tax Distribution

Calculation of the Semi-Annual Mortgage Recording Tax Distribution to the City, Towns and Villages for the period of October 1, 2023 to March 31, 2024 has been completed by the County Clerk's Office and the Department of Finance.

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

Village of Delanson	\$	1,555.93
Town of Duanesburg		56,235.13
Village of Scotia		25,416.37
Town of Glenville		260,505.60
Town of Niskayuna		263,588.70
Town of Princetown		20,340.31
Town of Rotterdam		326,263.05
City of Schenectady		<u>411,365.39</u>
Total		\$1,365,270.48

The Department of Finance requests legislative authorization to distribute \$1,365,270.48 in Mortgage Recording Tax to the municipalities within the County in the amounts identified above.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Ways and Means
Dual Reference: Ways and Means
Initiative: WM 8

Title of Proposed Resolution:

A RESOLUTION REGARDING BUDGETARY AMENDMENTS FOR THE OFFICE OF THE SCHENECTADY COUNTY DISTRICT ATTORNEY

Purpose and General Idea:

Provides Authorization to Amend the 2024 Budget to Accommodate a Mandatory Pay Increase for the District Attorney.

Summary of Specific Provisions:

Authroizes the amendment of the 2024 Operating Budget to accommodate the mandated increase for Schenectady County’s district attorney to a new annual salary of \$221,100.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to increase the salary of the District Attorney effective April 1, 2024. The salary increase is set by NYS Judiciary Law (JUD § 183-a), requiring the District Attorney’s salary to be equivalent to that of a County Court Judge. The new annual salary is \$221,100.

Increase Expense Code By:

A511165._01177	District Attorney	\$15,525
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Increase Use of Fund Balance:

A.599	Appropriated Fund Balance	\$15,525
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Per section 183-a of NYS Judiciary Law, the salaries of full-time position district attorneys in counties that have a population of more than 100,000 and less than 500,000 shall receive an annual salary equivalent to that of the county judge in the county in which the district attorney is elected. The salaries for both the county judge for Schenectady and the district attorney have been \$200,400 since 2019. As of April 2024, NYS increased the salaries of county judges who received \$200,400 to \$221,100.

Sponsor: Legislator Fields

Co-Sponsor:

COUNTY OF SCHENECTADY

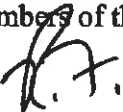


RORY FLUMAN
COUNTY MANAGER

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
Robert Carney, District Attorney
Jaclyn Falotico, Commissioner of Finance

Date: May 3, 2024

RE: Authorization to Amend the 2024 Budget to Accommodate a Mandatory Pay Increase for the District Attorney

Per section 183-a of NYS Judiciary Law, the salaries of full-time position district attorneys in counties that have a population of more than 100,000 and less than 500,000 shall receive an annual salary equivalent to that of the county judge in the county in which the district attorney is elected. The salaries for both the county judge for Schenectady and the district attorney have been \$200,400 since 2019. As of April 2024, NYS increased the salaries of county judges who received \$200,400 to \$221,100. Because of this change, I am requesting authorization to amend the 2024 Operating Budget to accommodate the mandated increase for Schenectady County's district attorney to the new annual salary of \$221,100.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, detail the necessary budgetary actions.

I recommend your approval.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JK*
DATE: April 24, 2024
SUBJECT: Budget Amendment – District Attorney Salary Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to increase the salary of the District Attorney effective April 1, 2024. The salary increase is set by NYS Judiciary Law (JUD § 183-a), requiring the District Attorney's salary to be equivalent to that of a County Court Judge. The new annual salary is \$221,100.

Increase Expense Code By:

A511165._01177	District Attorney	\$15,525
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Increase Use of Fund Balance:

A.599	Appropriated Fund Balance	\$15,525
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

LEGISLATIVE INITIATIVE FORM

Date: 5/3/2024
Reference: Ways and Means
Dual Reference: Ways and Means
Initiative: WM 9

Title of Proposed Resolution:

A RESOLUTION CORRECTING CLERICAL ERRORS ON THE MUNICIPAL TAX ROLL OF DUANESBURG

Purpose and General Idea:

Provides Authorization to Correct and Refund Tax Roll in the Town of Duanesburg.

Summary of Specific Provisions:

The Real Property Tax Service Agency has an application requiring legislative approval for tax corrections in the Town of Duanesburg. The applicants made timely Schoharie CDS tax payments but due to a processing error with the school, the amounts were re-levied onto the 2024 property tax bill as unpaid, necessitating \$6,780.30 to be refunded back to the applicant.

Effects Upon Present Law:

The Real Property Tax Service Agency has received one (1) application for correction of the tax roll from the Town of Duanesburg. The attached memorandum from Paul Romano, Director of Real Property Tax Service Agency, provides the necessary detail to approve this request as the applicant is entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

The Department of Finance recommends that this item be presented to the County Legislature for its consideration.

Justification:

Legislative approval necessary for tax corrections.

Sponsor: Legislator Fields

Co-Sponsor:

COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

To: Honorable Chairperson and Members of the Legislature

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

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

Date: May 3, 2024

RE: Authorization to Correct and Refund Tax Roll in the Town of Duanesburg

The Real Property Tax Service Agency has an application requiring legislative approval for tax corrections in the Town of Duanesburg.

The applicants made timely Schoharie CDS tax payments but due to a processing error with the school, the amounts were re-levied onto the 2024 property tax bill as unpaid, necessitating \$6,780.30 to be refunded back to the applicant.

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, detailing the properties and the level and nature of the corrections.

I recommend your approval.

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

County Finance

Memo

TO: Rory Fluman, County Manager

FROM: Jaclyn Falotico, Commissioner of Finance *JK*

DATE: April 18, 2024

SUBJECT: Application for Corrected Tax Roll
(Town of Duanesburg)

The Real Property Tax Service Agency has received one (1) application for correction of the tax roll from the Town of Duanesburg. The attached memorandum from Paul Romano, Director of Real Property Tax Service Agency, provides the necessary detail to approve this request as the applicant is entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

The Department of Finance recommends that this item be presented to the County Legislature for its consideration.

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

County Finance

Memo

TO: Jaclyn L. Falotico, Commissioner of Finance
FROM: Paul G. Romano, Director
Real Property Tax Service Agency *HR*
DATE: April 17, 2024
SUBJECT: Application for Refund on Tax Roll (1)
(Town of Duaneburg)

The Real Property Tax Service Agency has one (1) application requiring legislative approval for a refund to the 2024 Town and County General Tax Bill from the Town of Duaneburg. The applicant named below is entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

<u>TOWN</u>	<u>OWNER S/B/L</u>	<u>REASON</u>	<u>AMOUNT OF TAXES BILLED</u>	<u>AMOUNT OF TAXES DUE</u>
Duaneburg	Rowe, Donya 74.00-1-34	Clerical Error	\$ 10,041.52	\$ 3,261.22
			Amount to Refund = \$6,780.30	

(The above referenced parcel made a timely Schoharie CSD tax payment but due to a processing error with the school, the amount was erroneously re-levied onto the 2024 property tax bill as unpaid. Approval is needed to refund the school re-levy amounts.)