

Contracts & Agreements Index

Tuesday, October 6, 2026

COMMITTEE	RESOLUTION	TITLE
SS/C/B/R	G/1	RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH COMPREHENSIVE SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES - VAN RENSSELAER MANOR Motion Made By: Seconded By: Moved: Notes:
C/H/B/R	G/2	RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM NEW YORK STATE DEPARTMENT OF HEALTH FOR THE CHILDHOOD LEAD POISONING PRIMARY PREVENTION PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF HEALTH Motion Made By: Seconded By: Moved: Notes:
C/H/B/R	G/3	RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL GRANT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND ENVIRONMENTAL FACILITIES CORPORATION FOR THE SEPTIC SYSTEM REPLACEMENT FUND PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF HEALTH Motion Made By: Seconded By: Moved: Notes:
C/H/B/R	G/5	RESOLUTION AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION OF ALBANY COUNTY FOR PROJECT EDUCATION TRAINING SERVICES - DEPARTMENT OF HEALTH Motion Made By:

		Seconded By: Moved: Notes:
C/J/B/R	G/6	RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES FOR THE VICTIM ASSISTANCE GRANT PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY Motion Made By: Seconded By: Moved: Notes:
C/J/B/R	G/7	RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE COUNTY REENTRY TASK FORCE PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY Motion Made By: Seconded By: Moved: Notes:
C/J/B/R	G/9	RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF Motion Made By: Seconded By: Moved: Notes:
C/B/R	G/10	RESOLUTION AUTHORIZING A CONTRACT WITH HILL & MARKES, INC. FOR THE PURCHASE OF DISHWASHING DETERGENTS - DEPARTMENT OF AGING, SHERIFF'S DEPARTMENT AND VAN RENSSELAER MANOR NURSING HOME - BUREAU OF

		CENTRAL SERVICES Motion Made By: Seconded By: Moved: Notes:
SS/C/B/R	G/13	RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ALLOCATION FROM NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF SOCIAL SERVICES Motion Made By: Seconded By: Moved: Notes:
C/PW/B/R	G/23	RESOLUTION CLASSIFYING ACTION TO UNDERTAKE A CERTAIN PROJECT AS TYPE II ACTION NOT SUBJECT TO SEQR REVIEW - BUREAU OF CENTRAL SERVICES Motion Made By: Seconded By: Moved: Notes:
C/PW/B/R	G/24	RESOLUTION AUTHORIZING AN AMENDMENT TO AN ENERGY PERFORMANCE AGREEMENT WITH SIEMENS INDUSTRY, INC., FOR IMPROVEMENTS RELATED TO THE RENSSELAER COUNTY WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS AND ROOF REPLACEMENTS SIEMENS PUBLIC, INC. - RENSSELAER COUNTY SEWER DISTRICT NO. 1 Motion Made By: Seconded By: Moved: Notes:
C/B/R	G/28	RESOLUTION RATIFYING A ONE-YEAR EXTENSION OF THE AGREEMENT WITH THE TRI-CITY VALLEYCATS FOR THE USE OF JOSEPH L. BRUNO STADIUM - COUNTY EXECUTIVE

		Motion Made By: Seconded By: Moved: Notes:
C/B/R	G/29	RESOLUTION AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISE, INC FOR LEGAL SOFTWARE – COUNTY ATTORNEY Motion Made By: Seconded By: Moved: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services Committee Date October 13, 2026

Resolution No. G/1

**RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH COMPREHENSIVE
SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES
- VAN RENSSELAER MANOR**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Van Rensselaer Manor is required by regulation to provide Speech, Occupational and Physical Therapy services as ordered by the Primary Care Physicians; and

WHEREAS, Resolution G/357/24 authorized a contract with Comprehensive Skilled Care Solutions, LLC (RFP-24-24) in the amount of \$1,800,000.00 for the period of October 1, 2024 through September 30, 2025; and

WHEREAS, Resolution G/379/25 authorized an extension of the contract through September 30, 2026; and

WHEREAS, Van Rensselaer Manor seeks to extend existing contract for an additional one-year period beginning October 1, 2026 through September 30, 2027; and

WHEREAS, The start and end dates of such contract, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting party are as follows:

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Rehabilitation Services 10/1/26 - 9/30/27	Comprehensive Skilled Care Solutions, LLC (CS2) 225 Crossways Park Dr. Woodbury, NY 11797	EH.07330.29	\$1,800,000

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

TYPE OF LEGISLATION: Local Law: ☐ G Resolution: ☒ P Resolution: ☐

TITLE:

RESOLUTION AUTHORIZING TO EXTEND A CONTRACT FOR REHABILITATION SERVICES

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any \$ \$1,800,000
- 2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
 - a) For Federal Funding: Amount \$ _____ and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES ☐ NO ☐
 - b) For State Funding: Amount \$ _____ and length of time Federal Funding is available _____.
Is it available for ongoing expenses? YES ☐ NO ☐
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:

Principal: \$ _____ Projected Interest: \$ _____
 - d) Tax Levy impact for current Year \$ _____ and ongoing \$ _____
 - e) Other (please explain): VRM Patient Services Revenue
- 3) Is this expense program mandated? YES: ☐ NO: ☒
- 4) Length of expense or project (one time only, ongoing, etc.): 10/01/2026 - 09/30/2027
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding through year 2026 and 2027 Adopted Budget for Therapy Services.

Signature (Department Head):



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services Committee Date September 10, 2024

Resolution No. G/357/24

RESOLUTION AUTHORIZING AN AGREEMENT WITH COMPREHENSIVE SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES - VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Van Rensselaer Manor ("VRM") is required by regulation to provide speech, occupational and physical therapy services as ordered by the primary care physicians; and

WHEREAS, The current provider's contract for these services expires 08/31/24 requiring VRM to complete an RFP process in order to secure a new vendor; and

WHEREAS, Four vendors submitted proposals (RFP-24-24) to provide these services and a committee evaluated the proposals based on references, cost, technology, staffing services and compliance; and

WHEREAS, VRM seeks to enter into a one-year agreement with Comprehensive Skilled Care Solutions (CS²), 225 Crossways Park Drive, Woodbury, New York 11797 for the term beginning October 1, 2024 through September 30, 2025 to provide said rehabilitation services, and

WHEREAS, The start and end date of such agreement, the source of funding of the same, the total expended over the life of the same, which shall not exceed budgeted appropriations and the name and address of the contracting party is as follows:

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>CONTRACT AMOUNT</u>
Rehabilitation Services 10/01/2024 - 09/30/2025)	Comprehensive Skilled Care Solutions LLC (CS ²) 225 Crossways Park Dr. Woodbury, NY 11797	EH.07330.29	\$1,800,000.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above described agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: 18
Nays: 0
Abstain: 0
September 10, 2024

Clerk of the Legislature

Sent to County Executive 9/11/24

Received from County Executive 9/17/24

Jessica L. Chavis
Clerk of the Legislature



Executive Action

Approved ✓ Date 9/16/24

Disapproved _____
Veto Message Attached and Returned to Clerk

[Signature]
County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/379/25

RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH COMPREHENSIVE SKILLED CARE SOLUTIONS, LLC FOR REHABILITATION SERVICES - VAN RENSSELAER MANOR

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolution G/357/24 authorized an agreement with Comprehensive Skilled Care Solutions, LLC (RFP-24-24) for rehabilitation services for the period of October 1, 2024 through September 30, 2025 for the amount of \$1,800,000.00; and

WHEREAS, Van Rensselaer Manor seeks to amend the existing agreement with Comprehensive Skilled Care Solutions, LLC for an additional one-year period of October 1, 2025 through September 30, 2026 for a total amount of \$3,600,000.00; and

WHEREAS, The start and end dates of such agreement, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgeted appropriations, and the name and address of the contracting party are as follows:

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMENDED CONTRACT AMOUNT</u>
Rehabilitation Services	Comprehensive Skilled Care Solutions, LLC (CS2)	EH.07330.29	2024-2025 \$1,800,000.00
10/1/24 -	225 Crossways Park Dr.		2025-2026 \$1,800,000.00
9/30/26	Woodbury, NY 11797		\$3,600,000.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above described amended agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

October 14, 2025

Clerk of the Legislature

Sent to County Executive 10/15/25

Received from County Executive 10/16/25

Jessica L. Chase
Clerk of the Legislature



Executive Action

Approved ✓

Date 10/15/25

Disapproved _____

Veto Message Attached and Returned to Clerk

F. McCall
County Executive

**AMENDMENT TO
THERAPY SERVICES AND SUPPLEMENTAL STAFFING AGREEMENT
BETWEEN RENSSELAER COUNTY AND
COMPREHENSIVE SKILLED CARE SOLUTIONS LLC**

This Amendment takes effect as of **October 1, 2026** and is made between Rensselaer County on behalf of the Van Rensselaer Manor with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Comprehensive Skilled Care Solutions, LLC, with an address of 225 Crossways Park Drive, Woodbury, New York 11797 hereinafter referred to as the "Vendor."

WHEREAS, County and Vendor entered into a Therapy Services And Supplemental Staffing Agreement ("Agreement") dated October 1, 2024 hereinafter referred to as the "Agreement"; and

WHEREAS, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

NOW THEREFORE, County and Vendor agree as follows:

1. Paragraph 5. Term and Termination shall be revised as follows:

DELETE: "The term of this Agreement shall commence on **October 1, 2025**, ("the Commencement Date") and shall terminate on **September 30, 2026** thereafter (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party." and

REPLACE WITH: "This Agreement is extended and shall begin on **October 1, 2026**, and will terminate on **September 30, 2027**, unless sooner terminated in accordance with the provisions of this Section. Either party may terminate this Agreement with cause (as defined below) or without cause upon thirty (30) day written notice to the other party."

2. Paragraph 7. Compensation shall be revised as follows:

DELETE: "Total sum paid not to exceed: **\$3,600,000.00**"; and

REPLACE WITH: "Total sum paid not to exceed **\$5,400,000.00**"

3. Schedules 2 and 3. **DELETE: Schedules 2 and 3 REPLACE WITH new Schedules 2 and 3 updated with the addition of Respiratory Therapist services. Schedule 2**

Minimum Licensing, Training, and Continuing Education Requirements

COTA (Certified Occupational Therapy Assistant)
Minimum Licensing: Licensed and registered COTA
Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

(Occupational Therapist)

Minimum Licensing: Licensed and registered OT

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PT (Physical Therapist)

Minimum Licensing: Licensed and registered PT

Minimum Training: Minimum Continuing Education: Continuing education that the applicable state Education Department requires

PTA (Physical Therapy Assistant)

Minimum Licensing: Licensed and registered PTA

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

SLP (Speech Language Pathologist)

Minimum Licensing: Licensed and registered SLP

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the applicable state Education Department requires

Rehabilitation Director

Minimum Licensing: Licensed and registered PT, OT or SLP

Minimum Training: No additional training required

Minimum Continuing Education: Applicable continuing education as defined above based on discipline.

Respiratory Therapist

Minimum Licensing: Licensed and registered Respiratory Therapist

Minimum Training: No additional training required

Minimum Continuing Education: Continuing education that the state Education Department requires

Schedule 3

Rensselaer Manor Nursing Home		
<i>Monthly Management Fee: \$7,500.00</i>		
<i>Hourly Staffing</i>		
Discipline	Minimum Hourly Rate	Maximum Hourly Rate
Rehab Director	\$70.00	\$70.00
PT	\$66.00	\$66.00
PTA	\$46.00	\$46.00
OT	\$66.00	\$66.00
OTA	\$46.00	\$46.00
ST	\$72.00	\$72.00

Respiratory Therapist	\$72.00	\$72.00
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4. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

IN WITNES WHEREOF, this Amendment has been executed by the duly authorized officers of the respective Parties on the date stated above.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Patire, Nichols

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/2

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM NEW YORK STATE
DEPARTMENT OF HEALTH FOR THE CHILDHOOD LEAD POISONING PRIMARY PREVENTION
PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET -
DEPARTMENT OF HEALTH**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Department of Health ("RCDOH") has been awarded a grant from the New York State Department of Health for the Childhood Lead Poisoning Primary Prevention Program in the amount of \$2,197,500.00 for a five-year period commencing October 1, 2026 through September 30, 2031; and

WHEREAS, The funding is for use in the identification and correction of lead-based paint hazards in high-risk housing without a referral for a childhood elevated blood lead level; and

WHEREAS, The RCDOH has set goals of identifying high risk housing, providing resources to the homeowners to remediate the lead hazard, and developing community partnerships to sustain the program past the life of the grant; and

WHEREAS, It is anticipated that the portion of this funding to be received within 2026 will include \$89,770.00 to offset already budgeted salary and fringe benefits for existing Department employees; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

GENERAL FUND REVENUE

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.4090.34029	\$400,854.00	\$ 17,930.00	\$418,784.00
Childhood Lead Poisoning Prevention Program			

GENERAL FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.4090.04501	\$ 74,328.00	\$ 5,330.00	\$ 79,658.00
Department of Health - Environmental Health Special Dept. Supplies (Alt #1)			
A.4090.04561	\$36,000.00	\$ 12,600.00	\$ 48,600.00
Department of Health - Environmental Health Trainings			
		<u>\$ 17,930.00</u>	

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: _____ P Resolution: _____

Title of Legislation: RESOLUTION ACCEPTING GRANT FUNDING FROM NEW YORK STATE DOH FOR THE CHILDHOOD LEAD POISONING PRIMARY PREVENTION PROGRAM AND AMENDING THE 2026 A

Requested by: HEALTH DEPARTMENT

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 17,930.00 current year
\$ 2,179,570 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____

a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$ 2,197,570.00 and length of time state funding is available October 1, 2026 through September 30, 2031. Is it available for ongoing expenses? Yes x or No _____

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

d) Tax levy impact for current year \$ 0.00 and ongoing \$ 0.00

e) Other (please explain) \$ _____

3) Is this expense or program mandated? Yes _____ No x

4) Length of expense or project (one time only, ongoing, etc.): ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: _____

This funding is being used to identify and correct lead based paint hazards in high risk housing and is 100% reimbursed.

Department Head

Leonard F. Claus Jr.



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, MD, MPH
Commissioner

JOHANNE E. MORNE, MS
Executive Deputy Commissioner

August 14, 2026

Leonard Claus
Interim Public Health Director
Rensselaer County Department of Health
1600 Seventh Avenue
Troy, NY 12180

Dear Mr. Claus,

Congratulations! We are pleased to inform you that Rensselaer County Department of Health will receive an award for the Childhood Lead Poisoning Prevention Program in the amount of \$439,500 annually for the anticipated 5-year contract term 10/1/2026-9/30/2031. Final grant awards are contingent upon receipt and approval of completed MWBE documents and approval of the Office of the State Comptroller.

Your new contract number is C43654GM. Your program manager will be reaching out in the coming weeks to supply the required work plan and budget templates for the new period and provide further details on contract execution. If you have any questions or concerns before that time, please email LPPP@health.ny.gov.

We look forward to our continued partnership and successful implementation of this program!

Sincerely,

A handwritten signature in black ink that reads "Rachel Cates".

Rachel Cates
Health Program Administrator
Center for Environmental Health

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

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: Rensselaer County Health Department

CONTRACT NUMBER: C-370009GG

CONTRACT PERIOD: From: 10/1/2026

To: 9/30/2027

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a) Salary	290,679.16		0.00%		\$ 290,679.16
b) Fringe	68,550.84		0.00%		\$ 68,550.84
Subtotal	359,230.00	0.00	0.00%	\$ -	\$ 359,230.00
2. Non Personal Services					
a) Contractual Services	55,900.00		0.00%		\$ 55,900.00
b) Travel	2,000.00		0.00%		\$ 2,000.00
c) Equipment	8,550.00		0.00%		\$ 8,550.00
d) Space/Property & Utilities	0.00		0.00%		\$ -
e) Operating Expenses	13,820.00		0.00%		\$ 13,820.00
f) Other	0.00		0.00%		\$ -
Subtotal	80,270.00	0.00	0.00%	\$ -	\$ 80,270.00
TOTAL	439,500.00	0.00	0.00%	\$ -	\$ 439,500.00

\$439,500

Grant
Total

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY				
NAME / POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK HOURS	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS
Deanna Miller/EH Educator 2026	70390	35	1.00	3
Deanna Miller/EH Educator 2027	71798	35	1.00	9
Richard Elder/EH Director 2026	96750	35	0.25	3
Richard Elder /EH Director 2027	98685	35	0.25	9
Jennifer Lee 2026	67341	35	0.20	3
Jennifer Lee 2027	68688	35	0.10	9
Christina VanEpps/Sr Fiscal Co 2026	71795	35	0.10	3
Christina VanEpps/Sr Fiscal Co 2027	73231	35	0.10	9
Steven Davis 2026	57656	35	1.00	3
Steven Davis 2027	58809	35	1.00	9
Vacant LRA 2026	57656	35	1.00	3
Vacant LRA 2027	58809	35	1.00	9
Amanda Belmonte 2026	60922	35	1.00	3
Amanda Belmonte 2027	62140	35	1.00	9
Subtotal				
FRINGE - TYPE/DESCRIPTION AND PERCENTAGE				
PERSONAL SERVICES TOTAL				

TOTAL
\$ 17,597.50
\$ 53,848.50
\$ 6,046.88
\$ 18,503.44
\$ 3,367.05
\$ 5,151.60
\$ 1,794.88
\$ 5,492.33
\$ 14,414.00
\$ 44,106.75
\$ 14,414.00
\$ 44,106.75
\$ 15,230.50
\$ 46,605.00
\$ -
\$ -
\$ 290,679.16
\$ 17.49
\$ 55,118.69
\$ 345,797.85

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
PERSONAL SERVICES
PROGRAM: CLPPP

Contractor:

Contract Period: April 2019 – March 2020

Contract Number:

PERSONAL SERVICE DESCRIPTION			EXAMPLE OF PERSONAL SERVICE DESCRIPTION
Incumbent	Title	Certified/Interim Risk Assessor? (Y or N)	Functional Duties Description
<i>(Last name, First name)</i>	<i>Ex) Supervising Public Health Sanitarian</i>	<i>Y</i>	<i>Ex) 100% FTE Responsible for oversight and execution of work plan deliverables; Responsible for coordination with other County programs and grants. Selection of target blocks, high risk declarations, oversight of production of notice and demand, maintaining program policies and procedures, and for reports to NYSDOH</i>
Van Epps, Tina	Sr. Fiscal Coordinator	N	10% effort for budgeting and vouchering for the grant program.
Miller, Deanna	Environmental Health Educator	Y	100% grant funded. Coordinates the primary prevention portion of the grant.
Elder, Richard	Environmental Health Director	N	25% effort for Oversight of division including coordination of the program within the healthy home division. Performs enforcement actions for non compliers. Oversees program policies and procedures
Jennifer Lee	Healthy Homes Coordinator	Y	10% effort providing EBL inspections and accepts referrals from other lead staff for projects to be considered for our HUD abatement grant.
Joe Nichols	Lead Risk Assessor	Y	100% effort. Performs EBL inspections
Steven Davis	Lead Risk Assessor	Y	100% effort to perform EBL inspections.
	PH Lead Program Coordinator		Oversight of lead programs
Amanda Rich	Lead Coordinator	N	100% effort. Performs EBL inspections

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

CONTRACTUAL SERVICES - TYPE/DESCRIPTION	TOTAL
Cornell Cooperative Extension	\$ 50,400.00
Laboratory	\$ 5,000.00
Samaritan Hospital	\$ 500.00
<i>Please provide the scope of work / deliverables that the sub-contractor(s) will provide.</i>	
The subcontractor will provide 12 RRP (initial and refresher combined),	
TOTAL	\$ 55,900.00

TRAVEL - TYPE/DESCRIPTION	TOTAL
Mileage at current IRS Rate	\$ 2,000.00
2.	
3.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$ 2,000.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
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Resource 2 XRF Machines	\$ 8,500.00
Leak Tests 2 XRF Machines	\$ 50.00
5.	
6.	
7.	
8.	
TOTAL	\$ 8,550.00

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	
2.	
3.	
TOTAL	\$ -
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1	
2	
3	
TOTAL	\$ -
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	
2.	
3.	
TOTAL	\$ -

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

OPERATING EXPENSES - TYPE/DESCRIPTION	TOTAL
Educational Supplies	\$ 5,000.00
Remediation Supplies	\$ 7,500.00
Printer Toner	\$ 220.00
Lead Risk Assessor certification Course	\$ 1,100.00
8.	
TOTAL	\$ 13,820.00

OTHER - TYPE/DESCRIPTION	TOTAL
	\$ -
	\$ -
3.	
4.	
5.	
6.	
8.	
TOTAL	\$ -

I hereby certify that all products /incentives purchased will be free of lead.

(please provide your initials as certification)

Please provide descriptions of promotional, educational or outreach items below

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Patire, Nichols

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/3

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL GRANT FUNDING FROM THE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND ENVIRONMENTAL
FACILITIES CORPORATION FOR THE SEPTIC SYSTEM REPLACEMENT FUND PROGRAM
AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET -
DEPARTMENT OF HEALTH**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Resolutions G/187/21, G/364/22, G/443/22, and G/268/24 authorized the Rensselaer County Department of Health ("RCDOH") to accept grant funding from the Department of Environmental Conservation ("DEC") and Environmental Facilities Corporation ("EFC") for the State Septic System Replacement Fund Program for a term which began on April 30, 2021; and

WHEREAS, The DEC and EFC are providing RCDOH additional grant funding in the amount of \$150,000.00 for Round 5 of the State Septic System Replacement Fund Program to allow reimbursement to property owners for a portion of the cost of replacing cesspools and septic systems that impair or threaten waterbodies; and

WHEREAS, The program's goal is to reduce the environmental and public health impacts associated with cesspools and inadequate septic systems in close proximity to priority waterbodies; and

WHEREAS, This funding is available to reimburse property owners up to fifty percent (50%) of the costs of eligible septic system projects, up to a maximum of \$10,000.00 per project, or seventy-five percent (75%) of the costs of their eligible enhanced septic system projects, up to a maximum of \$25,000.00; and

WHEREAS, The program's term has been extended through August 31, 2036; and

WHEREAS, The balance of the award in the amount of \$130,000.00 will be appropriated within the Department's 2027 budget; now, therefore, be it

RESOLVED, That any positions, programs, expenditures, and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

GENERAL FUND REVENUE

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.4090.34891	\$361,412.00	\$20,000.00	\$381,412.00
.SEPTIC.2021.34891			
Other Health Grants - Septic Replacement			

GENERAL FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.4090.04700	\$361,412.00	\$20,000.00	\$381,412.00
.SEPTIC.2021.04700			
Department of Health - Environmental			
Program Expenditures - Septic Replacement			

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: _____ P Resolution: _____

Title of Legislation: RESOLUTION AUTHORIZING THE ACCEPTANCE OF ADDITIONAL FUNDING FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION FOR THE STATE SET _____

Requested by: HEALTH DEPARTMENT

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 20,000.00 current year
\$ 130,000.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): STATE

a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$ 150,000 and length of time state funding is available through August 31, 2036. Is it available for ongoing expenses? Yes X or No _____

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

d) Tax levy impact for current year \$ 0.00 and ongoing \$ 0.00

e) Other (please explain) \$ _____

3) Is this expense or program mandated? Yes _____ No X

4) Length of expense or project (one time only, ongoing, etc.): One Time Funding

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: _____

To reimburse property owners up to 50% of eligible cost of eligible septic system projects

Department Head

Leonard F. Claus Jr



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

July 6, 2026

The Honorable Steven F. McLaughlin
County Executive
Rensselaer County
99 Troy Road
East Greenbush, NY 12061

Re: State Septic System Replacement Fund Round 5
Award Letter

Dear County Executive McLaughlin:

On behalf of Governor Kathy Hochul, the Environmental Facilities Corporation (EFC) is pleased to offer Rensselaer County a grant award of \$150,000 to participate in Round 5 of the State Septic System Replacement Fund Program.

The Clean Water Infrastructure Act of 2017 established the State Septic System Replacement Fund Program as a grant program to counties to allow them to reimburse property owners for a portion of the cost of replacing cesspools and septic systems that impair or threaten waterbodies. The program's goal is to reduce the environmental and public health impacts associated with cesspools and inadequate septic systems in close proximity to priority waterbodies. For more information on the program, please visit <https://efc.ny.gov/septic-replacement>.

Please confirm your acceptance of the grant award and your county's program contact person's name, phone number, and email address by returning the signed Acceptance Form below to Brian Hahn, Program Manager, at Brian.Hahn@efc.ny.gov no later than **August 6, 2026**. Failure to do so would risk the reallocation of the funds to another county. The program contact information you provide will be published on the Septic System Replacement Fund Program webpage.

After we receive your acceptance of the grant award, EFC will send you a program participation agreement for your review and execution.

We look forward to working with you and Rensselaer County to provide funding to support these essential projects. Please contact nysepticreplace@dec.ny.gov if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Maureen A. Coleman".

Maureen A. Coleman
President & CEO

**ACKNOWLEDGEMENT AND ACCEPTANCE OF STATE SEPTIC SYSTEM REPLACEMENT
FUND PROGRAM (SEPTIC) AWARD**

Please confirm your acceptance of the Septic award by signing below. Please e-mail the completed form to Brian Hahn, Program Manager, at Brian.Hahn@efc.ny.gov no later than **August 6, 2026**.

ACKNOWLEDGMENT BY THE AWARDEE:

Rensselaer County
\$150,000

Program Contact:

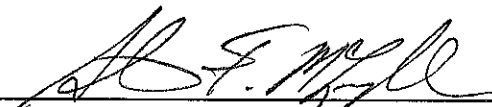
Please update with new information, as needed, on the lines below. If there are no updates, EFC will continue to use the information for the person named here.

Name: Richard Elder

Email: relder@rensco.com

Phone: 518-270-2632

The Awardee intends to proceed expeditiously with this project and accepts the Septic Grant award.


(Signature of Authorized Representative)

STEVEN F. M'LAUGHLIN
(Print Name)

COUNTY EXECUTIVE
(Title)

7/7/26
(Date)

From: [Petrone, Angela \(EFC\)](#)
To: [VanEpps, Tina](#)
Subject: SSRP Question
Date: Tuesday, August 25, 2026 10:44:03 AM

Warning: Unusual sender <angela.petrone@efc.ny.gov>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Tina – EFC is working on the amended agreement between DEC and anticipate an expiration date of 8/31/2036 for the program. You can use that date.

ANGELA PETRONE

Program Compliance Specialist II
Green Infrastructure and Resiliency Programs

Environmental Facilities Corporation

625 Broadway, Albany, New York 12207-2997
518-402-6924 | angela.petrone@efc.ny.gov
efc.ny.gov
[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [X](#)

Clean Water. Affordable Solutions. [Track the Impact of EFC's Investments.](#)

From: dec.sm.nysepticreplace <nysepticreplace@dec.ny.gov>
Sent: Friday, August 21, 2026 3:42 PM
To: Petrone, Angela (EFC) <Angela.Petrone@efc.ny.gov>; Hahn, Brian (EFC) <Brian.Hahn@efc.ny.gov>; Branigan, William M (DEC) <william.branigan@dec.ny.gov>; Martinez, Kristin X (DEC) <Kristin.Martinez@dec.ny.gov>
Subject: FW: Question

From: VanEpps, Tina <TVanEpps@renscony.gov>
Sent: Friday, August 21, 2026 6:57:10 PM (UTC+00:00) Monrovia, Reykjavik
To: dec.sm.nysepticreplace <nysepticreplace@dec.ny.gov>
Subject: Question

You don't often get email from tvanepps@renscony.gov. [Learn why this is important](#)

Attention: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

We have received an award letter for Round 5. Is there some documentation that shows the dates

round 5 will go through?

I will need this information to go to legislative resolution and accept the award.

Thank you

Tina

Tina Van Epps

Sr. Fiscal Coordinator

Rensselaer County Health Department

1600 7th Ave, 5th Floor

Troy, NY 12180

(518) 270-2661 Phone

(518) 270-2638 Fax

tvanepps@renscony.gov (effective 9/25)

tvanepps@rensko.com



State Septic System Replacement Fund Program Summary

The Clean Water Infrastructure Act (CWIA) of 2017 (L. 2017, c. 57, Part T) established the Septic System Replacement Fund (the “Fund”) to provide funding to counties to help homeowners replace cesspools and repair or replace septic systems. This grant program (the “Program”) seeks to reduce the environmental and public-health impacts associated with the discharge of effluent from cesspools and septic systems to groundwater and surface water used as public drinking water, as well as stressed or impaired waterbodies where sewerage is not an available option.

The state Department of Environmental Conservation (“DEC”) and the state Department of Health (“DOH”) have determined priority geographic areas where the Program will provide grants for eligible septic system projects. An area’s designation as a priority is based on its vulnerability to contamination (e.g. the presence of a sole-source aquifer, or a known water-quality impairment), population density, soils, hydrogeology, climate, and reasonable ability for septic system projects to mitigate water quality impacts. Under the Program, counties in which priority geographic areas are located can access monies from the Fund to provide grants to reimburse property owners for up to 50% of the eligible costs (up to a maximum of \$10,000) of their eligible septic system projects or 75% of the eligible costs (up to a maximum of \$25,000) of their eligible enhanced septic system projects.

The Program provides grants for eligible “septic system projects” involving:

- the replacement of a cesspool with a septic system, or
- the installation, replacement or upgrade of a septic system or septic system components, or installation of an enhanced septic system, including an advanced nitrogen removal system.

DEC and DOH have identified priority geographic areas for the replacement of septic systems, and allocated funding to counties from the Fund. Counties that have priority areas within their boundaries, and choose to participate in this program, are called “Participating Counties.”

Participating Counties notify owners of properties served by septic systems (including residences and small businesses) that they could be eligible for financial assistance from the Septic System Replacement Program. Once notified, property owners who undertake a septic system project may apply to the Participating County for a grant from the Program.

Participating Counties review and evaluate the applications and determine financial assistance awards based on the Program criteria and consideration of a property’s location in relation to a waterbody, impacts to groundwater used as drinking water, and the condition of the property owner’s current septic system. Participating Counties may set graduated incentive reimbursement rates for septic system projects to maximize pollution reduction outcomes.



After evaluating applications and making funding decisions, Participating Counties notify the property owners of their grant awards by sending them award letters that include the amount, and other terms and conditions, of the grant. Property owners must formally accept the grant award and its terms and conditions by signing and returning the letter to their participating counties, after which property owners may proceed and hire design professionals and contractors to complete the work on their septic system projects.

As the Program provides funding on a reimbursement basis, property owners are initially responsible for the total cost of their septic system projects. Property owners may also choose to have the reimbursement paid directly to their contractors, which could reduce their out-of-pocket costs.

To receive reimbursement, property owners submit a reimbursement request to the Participating County in which they are located upon completion of their septic system projects. Reimbursement requests must include:

- i. the completed Reimbursement Request form;
- ii. any applicable design approval for the septic system project;
- iii. description of all work completed;
- iv. cost documentation and invoice or invoices for eligible costs; and
- v. if applicable, a written authorization for a septic system contractor directly to receive the property owner's reimbursement.

Participating Counties review the reimbursement requests, and approve, adjust or deny them, as appropriate. No more often than once a month, Participating Counties aggregate the reimbursement requests they've received, and certify that amount in a disbursement request to the Environmental Facilities Corporation ("EFC"), which administers the Fund. EFC reviews the disbursement requests and once it is confirmed that all necessary documentation has been received and verified, disburses monies from the Fund to the Participating Counties, which then issue reimbursement payments to property owners or their contractors for their completed septic system projects.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 13, 2026

Resolution No. G/4

RESOLUTION AUTHORIZING A REFUND OF OVERPAYMENT TO CHILDREN'S HEALTH HOME OF UPSTATE NEW YORK - MENTAL HEALTH

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Department of Mental Health ("Department") contracts with the Children's Health Home of Upstate New York ("CHHUNY") to provide Children's Health Home services to qualified children in Rensselaer County; and

WHEREAS, In November of 2025, CHHUNY was directed by the New York State Department of Health to complete a plan of care audit for compliance with the audit findings reflecting overpayment of Medicaid reimbursements from CHHUNY to the Department in the amount of \$33,209.75; and

WHEREAS, Therefore, the Department is required to process a refund to CHHUNY in the amount of \$33,209.75 for the overpayment; and

WHEREAS, The Department will utilize funds available within the 2026 Rensselaer County Adopted Budget via appropriation code A.4321.16208 to refund the overpayment; and

WHEREAS, CHHUNY, as the Medicaid provider of record, will disclose and remit payment to the New York State Office of the Medicaid Inspector General ("OMIG"); now, therefore, be it

RESOLVED, That the Department of Finance is authorized to issue a check to CHHUNY in the amount of \$33,209.75 to refund the overpayment.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ Date_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive



LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: ☒ _____ P Resolution: _____

Title of Legislation: CHHUNY Refund of Overpayment

Requested by: Mental Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 33,209.75 current year
_____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0 and ongoing \$ 0
 - e) Other (please explain) \$ 2026 Revenue
- 3) Is this expense or program mandated? Yes ☒ _____ No _____
- 4) Length of expense or project (one time only, ongoing, etc.): one time only
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: November 2025 NYSDOH audit of the Children's Health Home contracted by the Department, Children's Health Home of Upstate New York (CHUNNY), found Medicaid overpayments in the amount of \$33,209.75. Department is requesting approval to pay the refund to CHHUNY who will disclose and remit payment to the Office of the Medicaid Inspector General (OMIG). Refund will be made from the current year revenue.

Department Head



CHHUNY POC Audit- Summary & Overpayment sendsecure

Nicole Bryl <nbryl@childrenshealthhome.org>

9/2/2026 10:30:37 AM

To: kcoons@renscony.gov; ependergast@renscony.gov

Reply All

Encrypt: This message is encrypted. Recipients can't remove encryption.

CHHUNY PLAN OF CARE AUDIT SUMMARY.pdf

(RENSSELAER COUNTY) POC AUDIT CLAIMS DATA.csv

CHHUNY AUDIT NOTICE TO CMA- CMA LEV

Good Morning,

Please find your Care Management Agency's findings for the Plan of Care audit that CHHUNY was required to perform per the Department of Health. Your agency has identified overpayments that require immediate payment as part of an OMIG self-disclosure that CHHUNY will submit on behalf of the network. Please review the materials and confirm receipt and ability to remit payment within the timeframe specified. Please let me know if you have any questions. Thank you.

Please note, your agency does not have an identified Compliance Officer, CFO, or CEO listed in the contact database. We require that information for this notice, so please forward internally and update your contact listing with our help desk.

Nicole Bryl

Chief Executive Officer

Email: nbryl@childrenshealthhome.org

Office: 585-867-4833

Cell: 716-572-9858

www.childrenshealthhome.com



**Children's Health Home
of Upstate New York**

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.



Children's Health Home of Upstate New York

RE: Plan of Care Audit Findings and Required Response

CHHUNY's Plan of Care Policy requires care managers to obtain the member's or parent/legal guardian's signature on each Health Home plan of care. The signature documents agreement with the goals, objectives, and services in the plan and must be maintained in the member's Health Home record to support billing.

In November 2025, the New York State Department of Health (DOH) directed CHHUNY to audit plan of care compliance. Under the audit scope established with DOH, each care management agency (CMA) was asked to provide plan signature dates, contemporaneous service notes documenting agreement, and other evidence supporting the claims reviewed.

Based on the information your agency submitted, CHHUNY identified months of service that may constitute Medicaid overpayments because the record did not demonstrate the required member or parent/legal guardian agreement with the plan of care. Your agency's audit summary and the affected claims are attached. Pursuant to Section III. E. of the CHHUNY Care Management Agency Provider Agreement, the CMA shall promptly refund any overpayment it has received.

CHHUNY, as the Medicaid provider of record, will include these findings in a network-wide self-disclosure to the Office of the Medicaid Inspector General (OMIG). If your agency disagrees with any finding, you must submit a written dispute with supporting documentation within 10 calendar days of the date on the CMA level summary provided. The documentation must support billing for the specific month at issue, such as a signed plan of care or a contemporaneous service note documenting agreement. CHHUNY will consider only timely, adequately supported disputes. Any finding not successfully disputed will remain in the self-disclosure.

Any resolution between CHHUNY and the CMA regarding this audit does not bind the State, OMIG, or any other governmental agency, or limit their authority to review the matter or take further action in the future.

On behalf of CHHUNY, I appreciate your cooperation and understanding and look forward to continuing quality improvement initiatives within our network.

Thank you,

Nicole Bryl
Chief Executive Officer
nbryl@childrenshealthhome.org
O: 585-867-4833
C: 716-572-9858



Children's Health Home of Upstate New York

September 2, 2026

RE: Plan of Care Audit Findings and Required Response

CMA NAME: RENSSELAER COUNTY

Number of Plans Reviewed:	94
Number of Plans that are compliant with standards:	65
Number of Plans with contemporaneous documentation supporting completion:	8
Number of Plans not compliant with standards:	21
Total Overpayment Amount Due:	\$33,209.75

It is expected that CMAs will be able to pay back the amount identified above directly to CHHUNY who will disclose and remit payment to OMIG and/or the Medicaid Managed Care Plan for the claims identified on the attached spreadsheet.

If your CMA is unable to pay the amount in full within 14 days, please contact Nicole Bryl immediately at 585-867-4833 or nbryl@childrenshealthhome.org.

Please remit payment to:
CHHUNY, LLC
Attn: Nicole Bryl
2300 Buffalo Rd, Building 500B
Rochester, NY 14624

Please add "POC AUDIT" to the check memo line.

Thank you,

A handwritten signature in cursive script that reads "Nicole Bryl".

Nicole Bryl, CEO

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Patire, Nichols

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/5

**RESOLUTION AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION OF
ALBANY COUNTY FOR PROJECT EDUCATION TRAINING SERVICES -
DEPARTMENT OF HEALTH**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Department of Health ("RCDOH") continues to receive grant funding for Childhood Lead Poisoning Primary Prevention Program Plus, the current five-year term of the funding being October 1, 2026 through September 30, 2031; and

WHEREAS, The funding is used for the identification and correction of lead-based paint hazards in high-risk housing without a referral for a childhood elevated blood lead level; and

WHEREAS, The RCDOH is required to offer EPA Renovator, Repair and Painting Lead Training classes to contractors, landlords, and anyone disturbing a painted surface of a Pre-1978 residence; and

WHEREAS, Cornell Cooperative Extension of Albany County ("CCE") are an EPA accredited training provider who are able to provide the classes; and

WHEREAS, RCDOH seeks Legislative approval to enter into an agreement with CCE to conduct twelve (12) training classes for the period of October 1, 2026 through September 30, 2027 in the amount of \$4,200.00/each and not to exceed \$50,400.00 for the term of the agreement; and

WHEREAS, The start and end date of said agreement, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follow:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Project Education Training Services 10/1/2026-9/30/2027	Cornell Cooperative Extension of Albany County 24 Martin Road Voorheesville, NY 12186	A.4090.04561	\$50,400.00

; now, therefore, be it

RESOLVED, That any positions, programs, expenditures, and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: _____ P Resolution: _____

Title of Legislation: Resolution Authorizing Contract with Cornell Cooperative Extension Albany County

Requested by: Department of Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 12,600 current year
\$ 37,800 2027 ongoing expenses per year

- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____

a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$ 50,400 and length of time state funding is available 10/1/26-9/30/27. Is it available for ongoing expenses? Yes x or No _____

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

d) Tax levy impact for current year \$ _____ and ongoing \$ 0

e) Other (please explain) \$ _____

- 3) Is this expense or program mandated? Yes _____ No x

- 4) Length of expense or project (one time only, ongoing, etc.): _____

- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: _____

Expenses are to meet State deliverables related to Grant funding. All Expenses are 100% reimbursed by Grant.

Department Head

Leonard F. Claus Jr.

**Rensselaer County
And
Cornell Cooperative Extension, Albany County**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and Cornell Cooperative Extension, Albany County located at 24 Martin Road, Voorheesville, New York 12186 hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the County has need of educational services in the environmental analysis of human habitats services in connection with the Rensselaer County Department of Health (hereinafter referred to as "DOH") connected with the education of County residents concerned with lead poisoning primary prevention connected with healthy homes; and

WHEREAS, Cooperative Extension, under the general supervision of Cornell University as agent for the State of New York, and the County have developed an understanding which will provide for professional staff educational services in exchange for financial resources from county government for the purpose of educational design and environmental analysis program services in the County within the mission of Cooperative Extension; and

WHEREAS, DOH is a department of the County of Rensselaer, duly established and existing by virtue of Article 16 of the Rensselaer County Charter; and

WHEREAS, Cooperative Extension will provide under this agreement connection to the Cornell University Colleges of Agriculture and Life Sciences and the College of Human Ecology along with the Land-Grant University system, and those subjects pertaining to the lead educational evaluation within design and environmental health of healthy homes education of the residents of Rensselaer County that are covered in the above colleges and universities; and

WHEREAS, Cooperative Extension will supervise and empower the staff associated with this agreement to connect with and align themselves with the Cornell University College of Agriculture and Life Sciences subjects relating to the design and environmental evaluation of healthy homes along with related plans of work of the State and National Land-Grant and Cooperative Extension systems to further the improvement of Rensselaer County resident's lead poisoning primary prevention education and awareness; and

WHEREAS, this contractual agreement is a product of such understanding and is authorized under Section 224, Subdivision 8, of the County Law of the State of New York; and

WHEREAS, Cooperative Extension has satisfactorily demonstrated to the County that it has the experience and expertise through its connection to the Cornell University Colleges of Agriculture and Life Sciences and the College of Human Ecology along with the integration of the Nationwide connection to the Land-Grant University system necessary to provide such services to the County; and

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

1.1 Cooperative Extension agrees to:

a. Cooperative Extension shall provide the educational work set forth herein to the County in connection with the implementation of the DOH application to the New York State Department of Health for funds for a Lead Poisoning Primary Prevention Education project. These educational services shall be directly connected to the Cornell College of Human Ecology programs in Design and Environmental Analysis along with that college's research and evidence based programs in Healthy Homes associated with U.S. Centers for Disease Control & Prevention, with support from the U.S. Department of Housing & Urban Development, and the U.S. Environmental Protection Agency and other topics directly connected with the Land-grant mission and system. Educational services refer to Cooperative Extensions EPA-accredited training program in which the vendor is authorized to deliver RRP-Initial (RRP-I) and RRP-Refresher (RRP-R) courses. These trainings ensure that contractors, property managers, maintenance and trades professionals are properly certified to conduct renovation work in a lead-safe manner. Staff members of the Cooperative Extension shall be the designated representatives of the Cooperative Extension and be responsible for the performance of such services which include the publication and outreach of all trainings through Cooperative Extension communication channels, community partners, local contractors, and other networks; the arrangement of suitable training facilities that meet space, accessibility, and safety requirements for both classroom and hands-on training components; providing training equipment, student materials, and supplies necessary for instruction and hands-on activities; and the creation of student certificates of successful completion consistent with EPA Regulations. Furthermore, these services are consistent with the deliverables outlined in the "Reimbursement Addendum-Lead Poisoning Primary Prevention Program" section in this agreement.

Because of the complexity of the Healthy Homes and Lead Primary Prevention Program Educational curriculum work such staff shall be supervised by a staff member with a minimum of a Bachelor's Degree with coursework in or experience in Health and/or Public Administration. Staff directly associated with Lead Poisoning Primary Prevention Education shall have, or be enrolled in after hiring, coursework to complete appropriate Environmental Protection Agency (EPA) certification.

b. To make available for audit and inspection by DOH, the Chief Fiscal Officer of the County, the New York State Department of Health and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded Lead Poisoning Primary Prevention programs provided for in this contract, and to keep such records available for inspection by properly qualified personnel of the county or of the state.

c. To provide reports to the County, DOH, and/or the New York State Department of Health, at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement.

d. To comply with such rules and regulations as the County, DOH, and the State may make from time to time pursuant to law.

f. To conform with the "Governor's antidiscrimination clause in contracts" as of the memorandum dated November 20, 1963.

g. To notify DOH in the event of the closing or defunding of Cooperative Extension and simultaneously notify DOH of any equipment purchased with New York State Department of Health funds and allow DOH to retain any such equipment

1.2 The County agrees to provide such individuals suitable resources sufficient to perform such responsibilities in compliance with the above identified project if such resources are not available through Cooperative Extension or through the project to the extent the same are available and authorized by the County for use by such individuals.

2. TERM OF CONTRACT

This Agreement shall commence on **October 1, 2026** and shall terminate on **September 30, 2027**.

3. PAYMENT FOR SERVICES

In consideration of the above services, the County agrees to pay the Vendor for twelve (12) classes at a rate of **\$4,200** per class for a sum not to exceed **\$50,400.00** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

5. CERTIFICATES OF INSURANCE

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to

the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

6. INDEMNIFICATION

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

7. VENUE

In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York.

8. EXECUTORY NATURE OF CONTRACT

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

9. CORPORATE COMPLIANCE

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. The General Services Administration's Federal Excluded Party List System or any successor list;
- b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded Party is discovered by the Vendor, said Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel and contract upon such notification.

The County further shall have the right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

10. TERMINATION

Either Party may terminate this Agreement, provided that the Party terminating this Agreement gives thirty (30) days written notice of termination to the other Party, which shall be served upon the other Party by first class mail.

11. FORCE MAJEURE

Neither Party to this Agreement shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure in performance of any of their respective obligations to be performed hereunder if such delay or failure is the result of causes beyond the control and without negligence of the Party with respect to whose obligations such delay in performance or failure in performance has occurred. Such causes shall include, without limitation, acts of natural or man-made disasters, strikes, lockouts, riots, insurrections, civil disturbances or uprising, sabotage, embargoes, blockades, acts of war, acts of terror, acts or failure to act of any governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, accidents, epidemics, and all occurrences similar to the foregoing (collectively referred to herein as "Force Majeure"). The Party affected by an event of Force Majeure, upon giving prompt notice to the other Party, shall be excused from performance hereunder on a day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and day-to-day basis to the extent of such prevention, restriction or interference (and the other Party shall likewise be excused from performance of its obligations which relate to the performance so prevented, restricted or interfered with); provided that the Party as affected shall use its best efforts to avoid or remove such causes of nonperformance and to minimize the consequences thereof and both Parties shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Lack of funds shall not be a Force Majeure.

12. NON-DISCRIMINATION

The Vendor agrees that in carrying out its activities under the terms of the Agreement that it shall abide by the applicable provisions of the Human Rights Law of the State of New York, as set forth in Sections 290-301 of the Executive Law of the State of New York.

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

14. DISCLOSURE

Vendor certifies, to the best of its knowledge and belief, that:

- A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and

Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

15. ENTIRE AGREEMENT

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.

Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date stated above.

Reimbursement Addendum - Lead Poisoning Primary Prevention Program Between Rensselaer County Department of Health and Cornell Cooperative Extension of Albany County October 1, 2025 to September 30, 2026.

The following deliverables have been identified as benchmarks for reimbursement of project costs to Cooperative Extension from the County:

- a. Twelve (12) EPA RRP Initial trainings will be held between **October 1, 2025 through September 30, 2026**.

Each training will consist of:

An eight hour in person lecture and hands-on/test taking session *or in the event of any emergency*, a six hour Zoom lecture and a two-hour hands-on test taking in person session. After students participate in the Zoom lecture they have 30 days to successfully complete the hands on/test session. When

necessary, Cornell Cooperative Extension Albany County will offer several hands-on/test taking sessions for students for each six hour Zoom lecture.

Recognizing the needs and dynamics of this program may change in this contract timeframe, Cooperative Extension and the County may come together to change any deliverables and reimbursement guidance above to better meet the needs of the community and project. Any reductions in reimbursements will be realized in the last voucher of the grant period.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/6

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK
STATE OFFICE OF VICTIM SERVICES FOR THE VICTIM ASSISTANCE GRANT PROGRAM
AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET -
DISTRICT ATTORNEY**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County District Attorney's office has been awarded a two-year grant from the New York State Office of Victim Services for the Victim Assistance Grant Program in the amount of \$628,749.58 for the period of October 1, 2026 through September 30, 2028; and

WHEREAS, The grant award provides for the salary and partial fringe benefits and various appropriations for the Victim Assistance Program Director, Victim Liaison II and two Victim Liaison staff; and

WHEREAS, The primary focus of this grant will be to continue to provide services to victims of crime in Rensselaer County; and

WHEREAS, The annual award amount has been allocated for the respective years as follows:

October 1, 2026 through September 30, 2027, \$314,374.79 (approximately twenty-five percent (25%) of the grant monies to be placed in the 2026 budget and seventy-five percent (75%) to be placed in the 2027 budget)

October 1, 2027 through September 30, 2028, \$314,374.79 (approximately twenty-five percent (25%) of the grant monies to be placed in the 2027 budget and seventy-five percent (75%) to be placed in the 2028 budget); now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2026 GENERAL FUND REVENUE

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
A.1168.30311	OVS.D4Y1.2026.30311	\$0.00	\$71,486.00	\$71,486.00

2026 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
Personnel Services				
On-call Stipend				
A.1168.01007	OVS.D4Y1.2026.01007	\$0.00	\$ 250.00	\$ 250.00
Victim Liaison II				
A.1168.01007	OVS.D4Y1.2026.01007	\$0.00	\$14,957.00	\$14,957.00
Victim Assistant				
Program Director				
A.1168.01007	OVS.D4Y1.2026.01007	\$0.00	\$23,426.00	\$23,426.00
Victim Liaison				
A.1168.01007	OVS.D4Y1.2026.01007	\$0.00	\$12,904.00	\$12,904.00
Telephone				
A.1168.04300	OVS.D4Y1.2026.04300	\$0.00	\$ 396.00	\$ 396.00
Program				
Expenditures				
A.1168.04700	OVS.D4Y1.2026.04700	\$0.00	\$ 500.00	\$ 500.00
Employee Benefits				
A.1168.08008	OVS.D4Y1.2026.08008	\$0.00	\$19,053.00	\$19,053.00
	TOTAL	\$0.00	\$71,486.00	\$71,486.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT AWARD FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DISTRICT ATTORNEY

Requested by: District Attorney

Sponsor(s): _____

FISCAL IMPACT

Projected cost of proposed legislation, if any: \$71,486.00 current year
\$242,889.00 ongoing expenses per year

1) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State funding

a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$314,374.00 and length of time state funding is available 10/01/2026 - 09/30/2027. Is it available for ongoing expenses? Yes X or No _____

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

d) Tax levy impact for current year \$70,000.00 and ongoing \$70,000.00

e) Other (please explain) \$ _____

2) Is this expense or program mandated? Yes _____ No X

3) Length of expense or project (one time only, ongoing, etc.): Ongoing Service X

4) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: OVS funding will support 4 full time staff, a portion of fringe as well as office supplies, phone and program expenditures. Funding supports the District Attorney's Victim Assistance Program to provide vital services to crime victims in Rensselaer County.

Department Head

Mary Pat Donnelly



Office of Victim Services

KATHY HOCHUL
Governor

BEA HANSON, PHD
Director

Mary Pat Donnelly

County of Rensselaer - District Attorney
Rensselaer County Courthouse, 80 2nd St.
Troy, NY, 12180

July 9, 2026

Dear Mary Pat Donnelly,

Congratulations. It is my pleasure to inform you that the New York State Office of Victim Services (OVS) has **awarded** your Victim Assistance Program funding for the period October 1, 2026, through September 30, 2028 under the 2026 OVS VOCA Victim Assistance Grant Program. Your contract number is **C00338GM** and your tentative award amounts are:

- **2026-2027: \$314,374.79 (Planned Funding Source: 100% Federal 2026)**
- **2027-2028: \$314,374.79 (Planned Funding Source: 100% Federal 2026)**

Award amounts are considered tentative until successful contract negotiations are completed. Award amounts are dependent on the availability of funds and final Office of the State Comptroller (OSC) procurement record approval. Any incurred expenditures made prior to contract approval are done so at risk to your organization.

Funding sources may be subject to change based on funding availability and the timing of disbursements against federal awards. If an award's funding source is updated by OVS, you will be issued a revised letter to reflect this information for your organization's accounting and recordkeeping purposes. In addition, funding sources will not impact OVS oversight. All programs will be held to the same requirements in terms of reporting and allowability regardless of funding source.

Also, please note:

OVS will do everything possible to maintain the two-year funding commitment outlined in this letter. However, the level of Federal VOCA funding that New York State will receive in future years is unclear at this time. Grant recipients should be mindful that if federal funding levels are reduced, OVS may have to reduce funding during this grant period. Grant recipients will be given notice of any changes to future funding levels as soon as practicable, but we wanted to ensure that our grantees are aware of the potential for funding levels to be impacted during this grant period of 2026-2028.

The contract negotiation process will be completed in the Statewide Financial System (SFS). Your CMS will notify you when the contract is available in SFS. Resources to assist with navigating SFS can be found on our OVS 2026 RFA website at ovs.ny.gov/2026-voca-rfa. All required documents and budget adjustments must be submitted by the close of business on **8/13/2026**.



**Office of
Victim Services**

KATHY HOCHUL
Governor

BEA HANSON, PHD
Director

Updated contract documents should be emailed to your OVS Contract Management Specialist. Please contact your OVS Contract Management Specialist (CMS) **Sydne Baron** at sydne.baron@ovs.ny.gov or **(838)250-7300** should you need assistance.

On behalf of the Office of Victim Services, we look forward to continuing our shared efforts to provide critical services to victims and survivors of crime in communities across New York State.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bea Hanson", followed by a long horizontal flourish.

Bea Hanson, PhD., Director

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/7

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE COUNTY REENTRY TASK FORCE PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DISTRICT ATTORNEY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County District Attorney's Office has been awarded a grant renewal from the New York State Division of Criminal Justice Services to provide support for the continuation of the 2026-27 County Re-entry Task Force Program in the amount of \$225,000.00 for the period of October 1, 2026 through September 30, 2027; and

WHEREAS, The grant award will provide for approximately twenty-eight percent (28%) funding in 2026 or \$62,213.00 with the remaining balance of the grant to be budgeted within the 2027 Rensselaer County Budget, namely, \$162,787.00 for the salary, fringe benefits and various appropriations for the Re-Entry Coordinator and a Re-Entry Assistant whose primary focus will be to help with the reintegration process of parolees returning to Rensselaer County; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to the form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2026 GENERAL FUND REVENUE

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
D.A. - DCJS -	A.1165.33902	RTF.2026.33902	\$0	\$62,213.00	\$62,213.00
Parole Reentry - SA					
		TOTAL:	\$0	\$62,213.00	\$62,213.00

2026 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Personnel Services					
<i>Parole ReEntry</i> <i>Coordinator</i>	A.1165.01007	RTF.2026.01007	\$0	\$19,445.00	\$19,445.00
<i>Parole ReEntry</i> <i>Specialist</i>	A.1165.01007	RTF.2026.01007	\$0	\$16,070.00	\$16,070.00
Travel	A.1165.04010	RTF.2026.04010	\$0	\$1,000.00	\$1,000.00
Telephone	A.1165.04300	RTF.2026.04300	\$0	\$188.00	\$188.00
Program Expenditures	A.1165.04700	RTF.2026.04700	\$0	\$10,000.00	\$10,000.00
Contractual Agency	A.1165.04800	RTF.2026.04800	\$0	\$0.00	\$0.00
Operating Expenses	A.1165.04550	RTF.2026.04550	\$0	\$628.00	\$628.00
Employee Benefits	A.1165.08008	RTF.2026.08008	\$0	\$14,882.00	\$14,882.00.00
		TOTAL:	\$0	\$62,213.00	\$62,213.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: x P Resolution: _____

Title of Legislation: RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DISTRICT ATTORNEY

Requested by: Mary Pat Donnelly

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$62,213.00 for current year \$162,787.00 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):
New York State Division of Criminal Justice Services
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$225,000.00 and length of time state funding is available October 1, 2026 – September 30, 2027. Is it available for ongoing expenses? Yes X or No _____ (has to be renewed)
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$0.00 (Contractual agencies are 100% funded through the Re-entry grant).
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No x
- 4) Length of expense or project (one time only, ongoing, etc.): Parole Reentry program funded through September 30, 2027

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The grant renewal award of \$225,000 from DCJS will be used to support the expenses for the 2026-2027 County Re-Entry Task Force Program.

Mary Pat Donnelly
Department Head



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Rensselaer County	Date: 7/15/2026
Project Title: County Reentry Task Force	Maximum Award Amount: \$225,000.00
Signatory Name and Title: Steven McLaughlin, County Executive	Term Dates: 10/01/2026 – 09/30/2027
Email: smclaughlin@rensco.com	Contract Number: C00014GM
This grant award is provided to support the continuation of the 2026-27 County Re-entry Task Force Program. This amount includes funds for staffing and stabilization services.	
The maximum award amount listed above is contingent upon the completion and submission of all contractual obligations and subsequent approval by the Division of Criminal Justice Services (DCJS) as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller. Prior to contract execution a DCJS representative will contact your organization to review/develop expected annual targets for participants served in each required service, as well as to conduct a review of your CRTF plan and guidance document. Workplan changes may be made prior to contract execution and any changes to workplans will be discussed with grantees during contract renewal conversations. DCJS will also conduct a budget review to determine if ineligible expenses and/or supplanting of funds exist. Should any exist, these items will be removed from your budget. DCJS reserves the right to reduce the maximum award amount based on these reviews. The attached CRTF Plan and Guidance and Requirements and Reminders documents provide additional pertinent information. Please note that the submission process for CRTF Plans has changed from previous cycles. Plans must be submitted via an online form, which can be accessed here https://survey.alchemer.com/s3/8877041/2026-2027-County-Re-entry-Task-Force-Program Further details on plan submission and the questions asked on the submission form can be found in the attached CRTF Plan Guidance document.	
Grant Questions	
CONTRACT CONTACT Office of Program Development and Funding - Probation Unit (518) 457-8462 funding@dcjs.ny.gov	CRTF PROGRAM CONTACT Michele Clarke Community Corrections Representative 3 Office of Probation and Correctional Alternatives (518) 485-0265 Michele.Clarke@dcjs.ny.gov



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

CC:

Matthew Charton, Deputy Commissioner and Director, OPCA

Attachment (1): CRTF Plan and Guidance document

Attachment (2): Requirements and Reminders

Attachment (3): Gift Card and Stipend Guidance for DCJS Grantees

Attachment (4): Cognitive Behavioral Intervention and Employment Readiness Guidance

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Sabo

Sent To: Public Works Committee Date October 13, 2026

Resolution No. G/8

**RESOLUTION AUTHORIZING THE PURCHASE OF ROAD SALT
(MINERAL CRUSHED ROCK) – HIGHWAY DEPARTMENT**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Highway Department requires road salt (mineral crushed rock) for winter road maintenance; and

WHEREAS, The State of New York has renewed the award for one year, a contract for the purchase of Road Salt, Treated Salt and Emergency Standby Road Salt – (Group Number 01800, Contract Number PC 71084) at a cost of \$100.00 per ton, subject to fuel price adjustment; and

WHEREAS, An essential component of the contracts entered into by the State provides that said materials and respective bid prices received by the State shall be available to Local Governments of New York State; and

WHEREAS, The Highway Department seeks to purchase road salt (mineral crushed rock) under this contract; and

WHEREAS, The name and address of the vendor, the source of funding for this purchase, and the total amount to be expended for this purchase, which shall not exceed budgetary appropriations are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>ESTIMATED</u> <u>AMOUNT</u>
PC 70875 Road Salt (Mineral Crushed Rock) 9/9/2026-8/31/2027	Apalachee, LLC 1434 Highland Avenue Rochester, NY 14620	D.5142.04500	\$750,000.00

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for the above-described materials; and, be it further

RESOLVED, That for the purposes of Section 3.03 of the Rensselaer County Charter, the authorization hereby provided shall be retroactive to the actual date that said materials were provided.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Resolution Authorizing the Purchase of Road Salt (Mineral Crushed Rock)

Requested by: HIGHWAY

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 56,653.00 current year
\$ 700,000.00 ongoing expenses (2027)
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 56,653.00 and ongoing \$ 700,000.00 (2027)
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): Ongoing
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: To execute the Highway function of snow removal, we need to purchase rock salt for our five highway garages for storage. NYS Contract offers lowest pricing with expedient delivery. The contract is effective from September 2026 thru August 2027.

Department Head:



Pricing - Lot I Road Salt

AWARD	CONTRACT NUMBER	COUNTY	CONTRACTOR	PRICE PER TON	SALT TYPE
23449	PC71083	Livingston	American Rock Salt Company LLC	\$71.36	ROAD SALT
23449	PC71086	Madison	Cargill, Incorporated- Deicing Solutions	\$83.66	ROAD SALT
23449	PC71083	Monroe	American Rock Salt Company LLC	\$79.23	ROAD SALT
23449	PC71086	Montgomery	Cargill, Incorporated- Deicing Solutions	\$87.83	ROAD SALT
23449	PC71085	Nassau*	Atlantic Salt, Inc.	\$97.90	ROAD SALT
23449	PC71085	New York*	Atlantic Salt, Inc.	\$99.00	ROAD SALT
23449	PC71083	Niagara	American Rock Salt Company LLC	\$85.85	ROAD SALT
23449	PC71086	Oneida	Cargill, Incorporated- Deicing Solutions	\$81.78	ROAD SALT
23449	PC71083	Onondaga	American Rock Salt Company LLC	\$72.21	ROAD SALT
23449	PC71083	Ontario	American Rock Salt Company LLC	\$77.46	ROAD SALT
23449	PC71085	Orange	Atlantic Salt, Inc.	\$98.00	ROAD SALT
23449	PC71083	Orleans	American Rock Salt Company LLC	\$82.33	ROAD SALT
23449	PC71083	Oswego	American Rock Salt Company LLC	\$72.02	ROAD SALT
23449	PC71086	Otsego	Cargill, Incorporated- Deicing Solutions	\$82.47	ROAD SALT
23449	PC71084	Putnam	Apalachee, LLC	\$115.00	ROAD SALT
23449	PC71085	Queens*	Atlantic Salt, Inc.	\$99.00	ROAD SALT
23449	PC71084	Rensselaer	Apalachee, LLC	\$100.00	ROAD SALT
23449	PC71085	Richmond*	Atlantic Salt, Inc.	\$99.00	ROAD SALT
23449	PC71085	Rockland*	Atlantic Salt, Inc.	\$81.80	ROAD SALT
23449	PC71087	Saratoga	Morton Salt, Inc.	\$75.21	ROAD SALT
23449	PC71087	Schenectady	Morton Salt, Inc.	\$78.31	ROAD SALT
23449	PC71086	Schoharie	Cargill, Incorporated- Deicing Solutions	\$94.32	ROAD SALT
23449	PC71083	Schuyler	American Rock Salt Company LLC	\$71.63	ROAD SALT
23449	PC71083	Seneca	American Rock Salt Company LLC	\$64.87	ROAD SALT
23449	PC71083	St. Lawrence	American Rock Salt Company LLC	\$94.70	ROAD SALT

Pricing - Lot I Road Salt

AWARD	CONTRACT NUMBER	COUNTY	CONTRACTOR	PRICE PER TON	SALT TYPE
23449	PC71087	Albany	Morton Salt, Inc.	\$74.80	ROAD SALT
23449	PC71083	Allegany	American Rock Salt Company LLC	\$78.63	ROAD SALT
23449	PC71085	Bronx*	Atlantic Salt, Inc.	\$99.00	ROAD SALT
23449	PC71086	Broome	Cargill, Incorporated- Deicing Solutions	\$81.41	ROAD SALT
23449	PC71083	Cattaraugus	American Rock Salt Company LLC	\$89.02	ROAD SALT
23449	PC71083	Cayuga	American Rock Salt Company LLC	\$75.11	ROAD SALT
23449	PC71083	Chautauqua	American Rock Salt Company LLC	\$97.40	ROAD SALT
23449	PC71083	Chemung	American Rock Salt Company LLC	\$72.67	ROAD SALT
23449	PC71086	Chenango	Cargill, Incorporated- Deicing Solutions	\$81.52	ROAD SALT
23449	PC71083	Clinton	American Rock Salt Company LLC	\$103.26	ROAD SALT
23449	PC71084	Columbia	Apalachee, LLC	\$95.00	ROAD SALT
23449	PC71086	Cortland	Cargill, Incorporated- Deicing Solutions	\$79.53	ROAD SALT
23449	PC71086	Delaware	Cargill, Incorporated- Deicing Solutions	\$83.82	ROAD SALT
23449	PC71084	Dutchess	Apalachee, LLC	\$101.00	ROAD SALT
23449	PC71083	Erie	American Rock Salt Company LLC	\$84.75	ROAD SALT
23449	PC71083	Essex	American Rock Salt Company LLC	\$99.00	ROAD SALT
23449	PC71083	Franklin	American Rock Salt Company LLC	\$93.80	ROAD SALT
23449	PC71086	Fulton	Cargill, Incorporated- Deicing Solutions	\$91.49	ROAD SALT
23449	PC71083	Genesee	American Rock Salt Company LLC	\$73.94	ROAD SALT
23449	PC71084	Greene	Apalachee, LLC	\$99.00	ROAD SALT
23449	PC71084	Hamilton	Apalachee, LLC	\$115.00	ROAD SALT
23449	PC71086	Herkimer	Cargill, Incorporated- Deicing Solutions	\$85.00	ROAD SALT
23449	PC71083	Jefferson	American Rock Salt Company LLC	\$93.65	ROAD SALT
23449	PC71085	Kings*	Atlantic Salt, Inc.	\$99.00	ROAD SALT
23449	PC71086	Lewis	Cargill, Incorporated- Deicing Solutions	\$88.24	ROAD SALT



Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title:	:	Group 01800 – Road Salt and Treated Salt – Types 1 & 2 (Statewide) Classification Code(s): 12
Award Number	:	23449 (Replaces Award 23409)
Contract Period	:	September 9, 2026 - August 31, 2027
Bid Opening Date	:	July 22, 2026
Date of Issue	:	September 10, 2026
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

		Procurement Services Customer Services	
Name	:	Jamison Tamer	
Title	:	Contract Management Specialist 1	
Phone	:	518-473-2663	Phone : 518-474-6717
E-mail	:	OGS.sm.SST_roadsalt@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (Rock Salt) treated with corrosion inhibited liquid magnesium chloride – Types 1 and 2.

Authorized Users are obligated to purchase a minimum of **60%** of the total filed requirement amount per salt type **with the exception of the following counties**, which are obligated to purchase **50%** of the total filed requirement: Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester.

Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor per lot.

Automatic price increase becomes effective once deliveries exceed 120% of the Authorized User's filed requirement.

There are MBE and WBE participation goals totaling 10% in New York State on this contract.

There are 0% SDVOB participation goals.

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SECTION 1: INTRODUCTION

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.
See separate document PRICING for contact information to place NYS Contract Orders.

Contract	Contractor Name & Address	Contract Admin	Federal ID#/ NYS Vendor ID#
PC71083	American Rock Salt Co LLC PO Box 190 Mt. Morris, NY 14510	Toll Free #: 888-762-7258 Phone #: 585-991-6817 Contact: Jamie A. McClain Title: Marketing Manager Email: Jamie.McClain@AmericanRockSalt.com	16-1516458 1000008297
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			

Contract	Contractor Name & Address	Contract Admin	Federal ID#/ NYS Vendor ID#
PC71084 SB	Apalachee LLC 1423 Highland Ave Rochester, NY 14620	Toll Free #: 800-724-5037 Phone #: 585-442-4131 Contact: Ellen Pouthier Title: VP Sales Email: Sales@ApalacheeSalt.com	47-2089879 1100213604
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			

Contract	Contractor Name & Address	Contract Admin	Federal ID#/ NYS Vendor ID#
PC71085	Atlantic Salt Inc 134 Middle Street, Suite 210 Lowell, MA 01852	Phone #: 978-453-4911 Contact: Donna Capillo Title: Assistant Corporate Secretary Email: DCapillo@EasternMinerals.com	13-2914699 1000026327
<i>Contractor <u>does not</u> accept NYS Procurement Card</i>			

Contract	Contractor Name & Address	Contract Admin	Federal ID#/ NYS Vendor ID#
PC71086	Cargill Incorporated – Deicing Solutions 24950 Country Club Blvd, Suite 450 North Olmsted, NY 44070	Phone: 800-600-7258 Contact: Amanda Knaus Title: Sales Account Manager Email: Salt_customer@careroadsafety@Cargill.com	41-0117680 1000048669
<i>Contractor <u>accepts</u> NYS Procurement Card orders for up to \$50,000.</i>			

Contract	Contractor Name & Address	Contract Admin	Federal ID#/ NYS Vendor ID#
PC71087	Morton Salt Inc 444 West Lake Street, Suite 3000 Chicago, IL 60606	Phone #: 312-807-2384 Contact: Na-Tia Douglas Title: Senior Bid Analyst Email: NDouglas@MortonSalt.com	27-3146174 1100010394
<i>Contractor accepts NYS Procurement Card for orders up to \$50,000</i>			

Cash Discount, If Shown, should be Given Special Attention.

Authorized users should notify New York State procurement services promptly if the Contractor fails to meet delivery or other terms of this contract. Products or services which do not comply with the specifications or are otherwise unsatisfactory to the Authorized User should also be reported to OGS procurement services.

1.2 Overview

This Solicitation is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for Road Salt and Treated Salt (Types 1 & 2) as specified herein for all Authorized Users eligible to make purchases under the Contracts resulting from this Solicitation.

This Solicitation outlines the terms and conditions, and all applicable information required for submitting a Bid. **Bidders should pay strict attention to the Bid submission date and time to prevent disqualification.** Bidders are strongly encouraged to read the language of this Solicitation thoroughly and to precisely follow the instructions included in the Solicitation and all attachments.

1.3 Scope

The resultant Contract(s) are to provide Road Salt (Rock) in bulk, Treated Salt (Types 1 & 2) in bulk, to various locations throughout the State.

State and eligible non-State agencies may participate and become Authorized Users of the resulting Contract awards. Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

This Solicitation includes the Lots identified below:

- Lot I – Road Salt (Rock)
- Lot II – Treated Salt – Type 1
- Lot III – Treated Salt – Type 2

1.4 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately \$240,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. See Appendix B *Estimated/Specific Quantity Contracts and Participation in Centralized Contracts*.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the Contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.5 Small, Minority and Women-Owned Businesses:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

1.6 Recycled, Remanufactured and Energy Efficient Products:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

Code	Type
RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

1.7 Note to Authorized Users:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

SECTION 2: PRICING

For specific pricing information per county and salt type please refer to the price pages' link published at the webpage for this contract on the OGS Procurement Services website:

<https://ogs.ny.gov/procurement/ogs-centralized-awards-list>

SECTION 3: CONTRACT ADMINISTRATION

Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

SECTION 4: TERMS AND CONDITIONS

4.1 Contract Term and Extensions

- A. **Base Term.** The Contract shall be in effect for a term of up to one (1) year. The Contract term shall commence after all necessary approvals and shall become effective September 1, 2026, or upon the date of OSC approval of the final executed documents, whichever is later, and the Contract term shall end August 31, 2027.
- B. **Extensions.** At the State's option, and subject to the approval of OSC, the Contract may be extended for up to three (3) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*.
- C. The Contract term provided for in this section shall extend six (6) months beyond its termination date only for Authorized Users whose Contracts must be registered with the Office of the New York City Comptroller. During the six (6) month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose Contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

4.2 Short term Extension

This section shall apply in addition to any rights set forth in Appendix B *Contract Term – Extension*. In the event that OGS determines that a short term extension is in the best interest of the State, (e.g., a replacement Contract has not been issued, or an extended period is needed for Authorized Users to transition to another procurement method), any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to thirty (30) calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any previously approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to ninety (90) calendar days in lieu of thirty (30) calendar days. However, unless otherwise noted in the extension notification or agreement, this extension automatically terminates should a replacement Contract be issued in the interim.

4.3 Price

Price shall include all customs and duties and be net per ton, FOB destination designated on purchase order, including unloading of the bulk salt.

Contract prices shall be firm except for price revisions permitted in accordance with the following clauses:

- Section 4.1 - *Contract Term and Extensions*
- Section 4.3.1 - *Fuel Price Adjustment*
- Section 4.3.2 - *Price Escalation*
- Section 4.3.3 - *Price Reductions*

Should the price structure utilized by the parties become unworkable for the State, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions and the price is deemed unreasonable or excessive by the Commissioner of General Services, and no adjustment in price is mutually agreeable, the Commissioner of General Services reserves the sole right upon ten (10) days written notice mailed to the Contractor to terminate any Contract resulting from this Bid opening. If the Contractor is unable or unwilling to meet Contractual requirements in whole or in part, it shall immediately notify the State of that fact, so that the State may take appropriate action.

Such notification shall be in writing and shall be directed to the OGS Procurement Services. Such notification shall not relieve the Contractor of its responsibilities under the Contract.

4.3.1 Fuel Price Adjustment

A fuel price adjustment may be made to Contract pricing in accordance with the following procedure:

- On a monthly basis an amount may be added or deducted from Contract pricing based on calculations made referencing prices posted in the "EIA Retail On-Highway Diesel Prices".
- The New England PADD 1A shall be the designated posting for the adjustments. If this source becomes unavailable, unworkable, unsuitable, or not reflective of the market conditions, then another source may be selected by the Commissioner of General Services in their sole discretion.
- Fuel Price adjustments will be applicable for deliveries of road salt & treated salt made during the Contract period. The fuel price adjustment shall be applied for the **date of delivery**.

Ex.: If a Purchase Order for salt is received on January 30, and the salt is delivered on February 2, the fuel price adjustment used will be that for the month of February.

- The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the Bid Opening indicated on page 1 of this Invitation for Bids and adjustments will be permitted monthly.

- The monthly average will be arrived at by using the Monday prices for a given month as displayed in the EIA Retail On-Highway Diesel Prices and determining an average for that month. The previous month's prices shall be used to determine the monthly average (i.e. – August's prices will be used to determine September's adjustment). All prices will be rounded to two (2) decimal places. Fuel Price Adjustment calculations will be posted monthly to the Contract award page on the OGS website:

EXAMPLE FUEL PRICE ADJUSTMENT INCREASE:

Published rate on date of Bid opening \$4.07

Monthly Average Price \$4.17

Monthly Average Price – Published rate on date of Bid opening = Fuel Price Adjustment
 $\$4.17 - \$4.07 = \$0.10$ = Additional amount allowed to be *added* to price per ton.

EXAMPLE FUEL PRICE ADJUSTMENT DECREASE:

Published rate on date of Bid opening \$4.07

Monthly Average Price \$3.97

Monthly Average Price – Published rate on date of Bid opening = Fuel Price Adjustment
 $\$3.97 - \$4.07 = - \$0.10$ = Amount allowed to be *deducted* from price per ton.

Deliveries made to meet minimum filed requirement obligations after Contract expiration on August 31, 2027 (where no extension has been granted) will apply the Fuel Price adjustment average for the month in which the Product was delivered which will be calculated using the base price established for the Invitation for Bids.

Should postings become unavailable, not reflective of market conditions, or differ from current description and/or format, a posting determined by the Commissioner of General Services at their sole discretion to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.

In the event of an extension, the base rate for calculating adjustments will be the rate shown in the referenced EIA on the date of the next Bid year's Bid opening and for subsequent years additional extensions would follow this format. If there is no Bid opening date for the next year, the base rate for calculating adjustments will be the rate shown in the referenced EIA one year after the last Bid opening date. If the date is not a business date when the posting occurs, the next business day will be the date used for the adjustment.

Price adjustments are limited to changes as noted above. Increases in Contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the Contractor, will not be allowed during the Contract period, except as indicated under the fuel price adjustment and price escalation clause herein.

4.3.2 Price Escalation

A price escalation will be permitted when the awarded Contractor has delivered quantities that exceed 120%, and again at 130% of an Authorized User's filed requirement.

Contractors shall notify Authorized Users of the applicable price escalation amount at the time an order is placed (if an escalation in price for future purchases is to be applied).

A price increase of 10% over awarded Contract price will be allowed once quantities delivered are over 120% of an Authorized User's filed requirement. And a price increase of 15% over awarded Contract price will be allowed once quantities delivered are over 130% of an Authorized User's filed requirement.

Once the Contractor notifies the Authorized User that a price escalation is applicable, Authorized Users are allowed to solicit prices from other suppliers. If a lower price is secured, the awarded Contractor, for the specific location/salt type, must be given an opportunity to match or better the price offered by the other supplier offering the lower price. If the awarded Contractor will not or cannot match or better the lower offered price, Authorized Users may meet their needs from the supplier offering the lower price.

Authorized Users with multiple delivery sites (e.g. NYSDOT, NYS Thruway and County Highways, etc) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by awarded Contractor.

Contractors will continue to deliver to all Authorized Users including up to 130% of the Authorized User's filed requirement. Failure to deliver may result in a "Buy Against" or a delivery deduction to the Contractor (see Section 4.12 – *Provision of Product by Alternate Contractor* for more information).

Price escalation is only applicable towards the tonnage delivered by the Contractor.

In the event of the application of provisions under Section 4.12 – *Provision of Product by Alternate Contractor*, the tonnage amount supplied by an alternate Contractor does not factor into the original awarded Contractor's ability to apply a price escalation.

4.3.3 Price Reductions

Contractors shall be permitted to reduce their pricing any time during the Contract term.

4.3.4 Storage Fees

Price per ton is not to exceed \$3.60/ton to store salt on behalf of the Authorized User from September 1, 2026, until December 31, 2027. Salt stored from January 1, 2028, and beyond will be priced per ton, per month not to exceed \$8.00/ton.

4.4 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

4.5 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet Contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon ten (10) Business Days written notice mailed to the Contractor.

4.6 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, email, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized Username, and sales representative (if applicable).

If an Authorized User is unable to contact a Contractor to place an order with a reasonable amount of outreach, OGS will reach out to the Contractor directly to discuss this issue and may consider the application of Section 4.12 – *Provision of Product by Alternate Contractor*, for that purchase.

4.7 Purchasing Card Orders

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B *Purchasing Card*), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

4.8 Minimum Order

The minimum order for this Contract is 22 tons.

4.9 Minimum/Maximum Purchase Obligation

Authorized Users are obligated to purchase a minimum of 60% of the total filed requirement amount per salt type **with the exception of the counties listed below.**

Authorized Users with delivery locations in the following nine (9) counties are obligated to purchase a **minimum of 50%** of the total filed requirement amount per salt type:

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester.

Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor per lot.

Contractors are obligated to deliver up to 130% of the filed requirement for Road Salt and Treated Salt.

In the event of the application of provisions under Section 4.12 – *Provision of Product by Alternate Contractor*, a “Buy Against” purchase the awarded Contractor is still obligated to provide up to 130% of the Authorized Users filed requirement, not including the “Buy Against” tonnage provided by an alternate Contractor.

4.9.1 Storage Fees for Unpurchased Minimums

If the Authorized User is not able to take the minimum filed requirement amount, the awarded Contractor for the specific location will store salt for the Authorized User until December 31, 2027, for a one time/per ton storage fee not to exceed \$3.60/ton. Storage Fees are capped and invoiceable as follows: (a) September 1, 2027, through December 31, 2027: not to exceed \$3.60 per ton (one-time fee) _; and (b) on and after January 1, 2028: not to exceed \$8.00 per ton per month. If storage is necessary for an Authorized User from January 1, 2028, and beyond, the awarded Contractor may offer storage at a per month per ton rate not to exceed \$8.00 per ton/per month.

4.10 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one (1) invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User’s Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity

- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

4.11 Delivery Terms

4.11.1 Delivery Schedule

The *Delivery Schedule* for this Solicitation is included as an Attachment. It is provided as a guide to indicate proposed delivery points and estimated annual requirements. Contractors shall be obligated to add any State Agency that submits new filed requirement(s) for a delivery location on or before October 31 of the Contract term as long as the tonnage does not cause the awarded Contractor to exceed their maximum Bid capacity amount indicated for the salt type.

OGS shall review and approve any State Agency filed requirement submission prior to outreach to the awarded Contractor. Any State Agency that submits filed requirement(s) on or after November 1 shall be eligible to be added to the delivery schedule and receive deliveries at the Contractor's discretion only.

Any political subdivision or other non-state entity which has not filed a requirement with OGS Procurement Services as of the date of the Bid opening shall be eligible to be added to the delivery schedule and receive deliveries at the Contractor's discretion only.

4.11.2 Compliance with Delivery Schedule & Purchase Orders

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User.

If no representative of the Authorized User is available at the time of delivery, the Contractor shall make a reasonable effort to notify the Authorized User of the delivery, either by phone or by email.

4.11.3 Ordering Timeliness

Orders must be placed before 2 p.m. Any orders placed after 2 p.m. shall be deemed as having been placed on the next business day.

4.11.4 Holidays/Weekends

If the scheduled delivery is to occur on a holiday or weekend, the delivery date will be the next business day, unless the Contractor and the ordering Authorized User mutually agree differently.

4.11.5 Prevention of Contamination

Delivery trucks shall be inspected (and cleaned if necessary) prior to loading to prevent contamination of salt loads by residual materials found in the truck bodies. Any loads found to be contaminated may be subject to rejection with all related cleanup and/or replacement costs to be borne by the Contractor.

All shipments of salt shall be totally covered with a waterproof, non-porous tarpaulin, or similar sheeting material. Torn, ripped or mesh coverings may be cause for rejection of shipment. Also, evidence of free-flowing water/brine in particular shipments may be cause for rejection.

Upon inspection of delivered salt, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt. Salt shall be received in a free-flowing and usable condition.

The right is reserved to consider truckloads of salt delivered by the Contractor to any one Authorized User on a single day to be a single delivery. Price deductions imposed because of contamination may be imposed on the total day's delivery.

If the Authorized User accepts contaminated salt (or salt delivered in a lumpy condition which requires reprocessing in order to make it usable) this shall be cause for rejection of the entire delivery, with a replacement delivery to be made at no additional charge to the Authorized User.

If, because of emergency conditions, it is necessary for the Authorized User to accept and reprocess the Salt for use, all costs of reprocessing will be charged to the Contractor.

For operational reasons, an additional 10% price deduction may be placed on the Contractor by the Authorized User after consultation with the Contractor and OGS Procurement Services.

Agencies will submit to OGS supporting documentation for price deduction in regard to contamination. OGS Procurement Services will review and will have final approval as to price deduction applied.

4.11.6 Non-Complying Product – Price Deduction

A non-complying product price deduction is not to be assessed unless the proper analysis and test procedures are followed.

If the Contractor consistently delivers salt found to be outside the specification requirements for moisture content, or consistently not conforming to the gradation requirements, the Contract shall be subject to cancellation either in whole or in parts.

The right is reserved to consider truckloads of salt delivered by the Contractor to any one Authorized User on a single day to be a single delivery. Price deductions imposed because of deviation from specifications may be imposed on the total day's delivery.

4.11.7 Acceptance

The salt may be rejected if it fails to conform to any of the requirements of this Solicitation or the specifications in Attachment 10 – *Road & Treated Salt Specifications*.

4.11.8 Weight Tickets

All shipments of bulk salt shall be accompanied by a weight ticket of a licensed weigh master indicating the producer, net weight of the delivery, and in the case of bulk delivery, the stockpile source.

Tickets should be filled out with hauler name (printed and signed) and AU rep name printed and signed (if AU rep is present at the time of delivery).

The certification must bear the weigh master's signature; weights shall be recorded from a scale equipped with a weight printing device. **Handwritten weights are not acceptable** without prior approval of OGS.

If handwritten tickets must be used, the Contractor must contact OGS Procurement Services to obtain approval prior to delivery of the order.

4.11.9 Delivery Timetable

Completed delivery, at the latest, is required as follows:

- Contractor is required to deliver orders of 600 tons or less* within three (3) Business Days of Authorized User placing an order.
- Contractors will be required to deliver a minimum of 100 tons per day after the initial 600-ton delivery.
- Multiple orders placed for the same delivery site that overlap will be viewed as a single order, still subject to the overall 100 tons per day minimum delivery.

Single Order Placed on (Day)	First 600 Tons Or Less * Delivered by	Over 600 Tons Minimum 100 Tons/Day until completion
Monday	Thursday	100 Tons/Day/Location
Tuesday	Friday	
Wednesday	Monday	
Thursday	Tuesday	
Friday	Wednesday	

**if full amount of order is less than 600 tons*

Authorized Users are advised that their supply should be replenished on an ongoing basis, as it is depleted. It is not advised to allow the supply of product on-hand to reach a level that is dangerously low. This can cause undue stress to the delivery network during high levels of demand, which can be compounded by inclement weather conditions that adversely impact transit times for deliveries.

Note: If OGS identifies an ongoing issue indicating that the awarded Contractor is consistently failing to meet the delivery timetable as shown above, then OGS and/or the AU may take steps to initiate the actions listed in Section 4.12 - *Provision of Product by Alternate Contractor*, for the order(s) that are impacted by the delay.

4.11.10 Delivery Rate Guarantees/Exceptions

From September 1 through the following May 31 of each Contract term, Contractors shall be required to make deliveries within the timetables set forth in Section 4.11.9 - *Delivery Timetable*. However, from June 1 through August 31 of each Contract term, delivery shall be at the discretion of the Contractor.

Contractor shall notify the Authorized User and OGS Procurement Services promptly regarding any actual or anticipated performance issues, including but not limited to issues such as low supply, late delivery, lack of Product, and insufficient hauling capability.

Contractor shall provide OGS with the following information:

- A summary of the issue
- A description of the impact the issue is anticipated to have on the Contractor's compliance with OGS contract terms
- A proposed resolution by the Contractor; and
- A plan for remediation of the issue

Failure by the Contractor to do so may result in liquidated damages and/or a buy against in accordance with Section 4.11.11 - *Liquidated Damages* and Section 4.12.4 – *Provision of Product by Alternate Contractor - Buy Against Process*.

Although Contractors are expected to make every effort to meet these delivery timeframes, some exceptions may be made for extreme road and/or weather conditions (e.g. roads or waterways that are closed, obstructed, or impassable, due to winter weather conditions).

Allowance for exceptions must be approved by the Office of General Services, Procurement Services, whose decision shall be final.

Delivery will be allowed during the weekend and on State holidays only if the Contractor and the ordering Authorized User mutually agree. No additional remuneration will be made for Saturday, Sunday, or holiday delivery.

4.11.11 Liquidated Damages

During the Contract period, each September through the following May 31, deliveries that do not meet the daily delivery tonnage requirements and/or the established order completions period specified, shall be considered cause for interruption of the proper implementation of the State's winter roadway safety.

OGS Procurement Services and the Contractor agree that in the event of any such delay the awarded Contractor shall pay such amount as liquidated damages.

During times when an Authorized User must work with the Contractor to prioritize/coordinate deliveries due to delays, the Contractor is not absolved from meeting delivery timetable requirements at other locations.

During times of extreme weather activity that impact deliveries system-wide, OGS may consider waiving liquidated damages.

If it is determined that the interruption is caused by non-performance or negligence on the part of the Contractor, OGS Procurement Services and the Contractor presume that in the event of any such delay, the amount of damage that is sustained from a delay in daily delivery tonnage requirements and/or the established order completions period specified, is the greater of either:

1. \$100.00 per Business Day per Purchase Order or individual orders against blanket Purchase Orders, as applicable; or
2. 1% of the value of the Purchase Order or individual orders against blanket Purchase Orders, as applicable, for each Business Day that the breach is not cured by the Contractor.

The following options may be used by Authorized Users for deducting amounts due to the Contractor because of liquidated damages:

1. Authorized User may deduct such amount from any money payable to the Contractor,
- or
2. Authorized User may bill the Contractor separately

Costs incurred include, but are not limited to the following:

- Increased personnel costs due to demurrage.
- Increased costs incurred for treatment of salt on hand to extend usage;
- Costs for clean-up after required application of alternative snow and ice control materials (i.e. salt mixed with sand).

Liquidated damages may be applied to the Contractor only after consultation with the Contractor and OGS Procurement Services. A request for the application of liquidated damages must be made by the Authorized User to OGS within thirty (30) days of the event. Request for application of Liquidated Damages must contain supporting documentation provided to OGS Procurement Services for review prior to determination.

Liquidated damages may be applied to the Contractor only after consultation with the Contractor and upon receipt of formal approval by OGS Procurement Services.

4.12 Provision of Product by Alternate Contractor

Provision of Product by an Alternate Contractor may be utilized when an awarded Contractor is unable to provide delivery of product required by an Authorized User.

Provision of Product is eligible to be performed by any Contractor that holds an active award with NYS OGS Procurement Services under any Group 01800 Contract.

This clause may be utilized if:

- A. The Contractor has failed to perform, either in a single instance or because of an ongoing issue,**
- B. An Authorized User has a need to purchase due to an extenuating circumstance; or**
- C. Authorization for the purchase has been granted by OGS Procurement Services**

4.12.1 Lot I – Road Salt

If a Contractor has failed to perform, because of either an isolated incident or an ongoing issue, Authorized Users who filed requirements for the current Road Salt Contracts under Group 01800 – Lot I, may be approved by OGS to make purchases using an alternate Contractor.

If the current awarded Contractor for an OGS Item under Lot I - Road Salt is unable to supply needed Product, the Authorized User may “charge back” the difference in price to the awarded Contractor.. This action will be identified as a “Buy Against”.

If an Authorized User has been impacted by extenuating circumstances, outside of the Contractor’s responsibility to provide product, approval to purchase using an alternate Contractor may be granted by OGS Procurement Services. This action will not result in a charge back to the awarded Contractor and is not dependent on the Authorized User having filed requirements for delivery under Group 01800 Lot I.

4.12.2 Lot II and Lot III – Treated Salt – Types 1 & 2

OGS Procurement Services may, on a case-by-case basis, approve alternate Contractor purchases to be made by Authorized Users who filed requirements under Group 01800 – Lots II and III (Treated Salt – Types 1 & 2)

In these cases, Road Salt would be provided in lieu of Treated Salt only if the Treated Salt type is not available or is quoted at a price that is deemed unacceptable by the Authorized User.

Authorized Users may charge back the difference in price to their original Treated Salt Contractor under Group 01800, as applicable.

4.12.3 Provision of Product by Alternate Contractor – Ordering Process

After receiving OGS Procurement Services approval, outreach will be performed either by the Authorized User or by OGS to any Contractors awarded a NYS OGS Procurement Services contract under Group 01800 to provide the amount of product required.

The Authorized User or OGS may request a quote from all awarded Contractors and use the results to place a Purchase Order. The quote should specifically address delivery time and ability to deliver which may be a determining factor in the choice of Contractor.

Upon receipt, the information will be reviewed by either the Authorized User or OGS. If OGS facilitated the quotes, then the Contractor and Authorized User will be contacted via email with the final approval to initiate provision of product.

4.12.4 Provision of Product by Alternate Contractor – Buy Against Process

Awarded Contractors must supply Product in accordance with the terms of the Contract and instructions on Purchase Orders. In the event of the awarded Contractor's failure to deliver in accordance with Contract requirements, purchase of a specific quantity (pre-determined by OGS), utilizing an alternate Contractor or the open market at the awarded Contractor's expense may be authorized by OGS. Such authorized purchases will result in chargeback or "Buy Against" of the cost above the Contract price to the awarded Contractor who fails to comply with delivery terms.

The Authorized User must make OGS Procurement Services aware of the need or of non-delivery/delay in delivery, of product and allow OGS Procurement Services to ascertain if immediate delivery can be made by the awarded Contractor prior to obtaining authorization from OGS Procurement Services to make purchase from an alternate Contractor or a purchase on the open market.

If open market Treated Salt is not readily available, the Authorized User at their discretion may agree to a purchase of Road Salt, in lieu of Treated Salt, for the undelivered quantity or if that option is not available, from the open market.

Any price difference above the Contract price of Treated Salt (Lot II and/or Lot III) will be deducted from future payments or billed to the awarded Contractor. The Contractor of the Road Salt in this case may not be the non-performing awarded Contractor of the Treated Salt (Lot II and/or Lot III). The Authorized User must obtain prior authorization from OGS Procurement Services to utilize this option.

4.12.5 Provision of Product by Alternate Contractor - Buy Against Credit/Refund

If the awarded Contractor has failed to perform, the difference between the current awarded price for the applicable Lot and the amount paid for the provision of salt by an alternate Contractor may either be deducted or "charged back" by the Authorized User in one of the following ways:

a). When an invoice is due:

Authorized User may deduct the additional increased amount from the amount due to the awarded Contractor in that invoice under the applicable OGS Item.

b). When an invoice is not due:

The awarded Contractor will issue a credit or refund to the Authorized User for the amount owed as indicated in the executed Buy Against letter issued to the Contractor by OGS

Procurement Services. The Authorized User will have the option to indicate which method, either credit or refund, is preferred.

Credits or refunds are required to be issued within thirty days of receipt of the executed Buy Against letter issued to the Contractor by OGS.

Any remaining credited amounts outstanding for Authorized Users shall be converted to a refund and issued prior to contract expiration.

In either case, OGS Procurement Services will receive a copy of the final invoice as well as all the delivery tickets associated with the delivery. Authorized Users should document in detail the following:

- The date Purchase Orders were placed with their current Contractor,
- The quantity(ies) ordered,
- The date(s) and quantity(ies) received,
- Current Inventory, and
- All correspondence with current Contractor relative to late delivery(ies).

This information should be emailed to OGS Procurement Services at:
OGS.sm.SST_roadsalt@ogs.ny.gov

Tonnage approved by OGS Procurement Services to be purchased from an alternate Contractor will be deducted from the Authorized Users minimum filed requirement thereby reducing the final tonnage amount required to meet the Contract minimum purchase requirement.

4.13 On-Ground/Delivered Inventory

Contractor shall have the following on-ground/delivered inventory reserved solely for Office of General Services Authorized Users, and shall confirm this information using the form provided by OGS for certification of the tonnage amounts per the schedule listed below:

- October 1, 2026 - 35% of filed requirement for awarded counties
- November 1, 2026 - 50% of filed requirement for awarded counties
- December 1, 2026 - 70% of filed requirement for awarded counties

The completed and notarized form will be provided by the Contractor to OGS by the date indicated above, or upon request by OGS at any time during the course of the Contract term.

After December 1, 2026, the Contractor is obligated to maintain inventories adequate to provide deliveries as required in the time frames and quantities requested.

Any failure by the Contractor to deliver pursuant to Contract terms may result in a "Buy Against" to that Contractor in accordance Section 4.12 – *Provision of Product by Alternate Contractor*

Upon request, Contractor shall be required to provide OGS Procurement Services with weekly status updates of inventory on hand and production rates throughout the winter season that is

dedicated to Authorized Users under the Contract. This shall include detailed information regarding tonnage currently in inventory at all stockpile locations which are dedicated to Authorized Users of the Contract, and anticipated production and delivery of additional tonnage necessary to meet Contractual requirements.

4.14 Unanticipated Excessive Purchase

The State reserves the right to negotiate lower pricing, or to advertise for Bids, for any unanticipated excessive purchase.

4.15 Contract Administration

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/NYS Holidays.

Contractor shall provide a minimum of one (1) dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in the published Pricing. Contractor must notify OGS within five (5) Business Days if its Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via email to the OGS Contract Management Specialist.

4.16 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <https://www.osc.ny.gov/state-agencies/gfo/chapter-iii/iii1-statewide-financial-system-sfs-overview>.

4.17 Americans with Disabilities Act (ADA)

The federal ADA bars employment discrimination and requires all levels of government to provide necessary and reasonable accommodations to qualified workers with disabilities. Bidder is required to identify and offer any Products it manufactures or adapts that may be used or adapted for use by persons with visual, hearing, or any other physical disabilities. Although it is not mandatory for Bidder to have these Products in order to receive an award, it is necessary to identify any such Products offered that fall into the above category.

4.18 N.Y. State Finance Law § 139-I

Pursuant to N.Y. State Finance Law § 139-I, every Bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive Bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL:

<https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-I, any Bid by a corporate Bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such Bidder, and such authorization shall be deemed to include the signing and submission of such Bid and the inclusion therein of such statement as the act and deed of the Bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the Bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the Bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment 2 – *NYS Required Certifications*, which Bidder must submit with its Bid.

4.19 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment – *Insurance Requirements*.

4.20 Report of Contract Usage

Contractor shall submit Attachment 8 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, by no later than the 10th of each month. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the report.

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBES), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via email in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases, may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

In accordance with Section 4.24 - *Environmental Sustainability and NYS Executive Order Number 22*, Products that meet GreenNY Specifications are identified as Lots II & III on Contract Usage Reports.

The Authorized User reserves the right to request its applicable sales data from the Contractor, based on criteria identified by the Authorized User, over the life of the contract. If sales data is requested, Contractor must provide datapoints that are required by Attachment 8 – *Report of Contract Usage*.

4.21 Audits

OGS reserves the right, directly or through a designated agent, to audit the accuracy of the Contract Usage Reports (see Section 4.20 Report of Contract Usage). Audits shall be conducted during regular business hours, upon not less than fifteen (15) Business Days prior written notice. OGS reserves the right, directly or through an agent, to review Contract Usage Reports and other such documentation for accuracy of all required reporting documents for both NYS Authorized Users and other parties using this Contract or resulting agreement. As a result of such review, if inaccuracies of more than 5% are found in any of the reporting documents, Contractors shall pay the cost of such audit or three (3) times the discrepancy, whichever is higher. Failure to make such payments or repeated errors on subsequent audits may result in the scheduling of a responsibility meeting in relation to this Contract.

4.22 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE 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.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 - Staffing Plan. Plan

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

The Contractor shall complete, and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January to report the actual workforce utilized during the previous quarter in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>

The Workforce Audits must be completed electronically in the NYS Contract System Workforce Audit Module. Separate audits shall be completed by Contractor and all subcontractors, and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 10% for MWBE participation, 5% for Minority-Owned Business Enterprises (“MBE”) participation and 5% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/>. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Business Diversity. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333.1. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333.1, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver

request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month’s activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System (“NYSCS”) to report subcontractor and supplier payments made by

Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: **"Introduction to the System - Vendor training"** and **"Contract Compliance Reporting - Vendor Training"** to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/FrontEnd/TrainingList.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on **"Vendor Account Lookup"** to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing **"Change Info."** It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through **"Request New User."** When identifying the person responsible, please add **"- MWBE Contact"** after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for **"Contact Us & Support"** then **"Technical Support"** on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS OBD Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.
- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the MWBE requirements of this Section, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

4.23 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

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

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteranDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/>

4.24 Environmental Sustainability and NYS Executive Order Number 22

New York State is committed to environmental sustainability and seeks to minimize the environmental impact of any Products that the State Procures. Executive Order No. 22 *Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program* (“EO 22”), requires State Agencies, authorities, and public benefit corporations (“Affected Entities”) to follow GreenNY procurement specifications for commodities, services and technology.

The GreenNY specifications consider a wide range of factors including avoidance of toxic substances, pollution reduction and prevention, sustainable manufacturing, reduction of greenhouse gas emissions, packaging, and water conservation. Resources are available on the OGS website at <https://ogs.ny.gov/greenny-purchasing-requirements-and-tools> for procurement managers and Contractors to learn about which Contracts provide environmentally preferable Products.

A. GreenNY Specifications.

A list of GreenNY specifications is located on the OGS website at <https://ogs.ny.gov/greenny/approved-greenny-specifications>. Specification(s) currently applicable to this Contract are “Treated Road Salt” (see <https://ogs.ny.gov/greenny/treated-road-salt>). See Attachment 10 – *Road & Treated Salt Specifications for the applicable specifications*.

B. Product Labeling per GreenNY Specifications

Over the life of the Contract, the Contractor must label the environmental attributes of all environmentally preferable Products per the GreenNY specifications, or other applicable environmental specifications for this Contract, on its Contract pricelist (see Attachment 1 – *Pricing*), and in any catalogs, marketing materials, or online ordering portal associated with this Contract.

Contractor(s) shall also note Products that meet GreenNY Specifications on Contract Usage Reports (see Section 4.20 *Report of Contract Usage*), in the format requested by OGS.

All claims made about the environmental attributes of the Products and packaging offered shall be consistent with the Federal Trade Commission’s (FTC’s) *Guidelines for the Use of Environmental Marketing Terms*. The State of New York reserves the right to require the Contractor to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Authorized User under this Contract.

C. Verification of Contractor Compliance with GreenNY Requirements and Other Environmental Claims

At the request of OGS or the Authorized User, Contractor must provide verification of Product and packaging compliance with GreenNY specifications, required third-party certification(s),

minimum amount of recycled content, or other environmental attributes required in the Contract. OGS and the Authorized User also reserve the right to request information documenting the Product and packaging desirable attributes and other Contractor environmental claims. The following types of verification documentation will be accepted:

- Third-party certification
- Product test results
- Compliance certification or affidavit signed by the manufacturer
- Other acceptable documentation as approved by OGS or the Authorized User

4.25 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any Products containing elemental mercury under this Contract.

4.26 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy-duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy-duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

4.27 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with Section 889 of the National Defense Authorization Act (NDAA) for fiscal year 2019, under any Contract or subcontract resulting from this Solicitation, Bidder or resultant Contractor or Subcontractor shall not provide to the State or Authorized User any equipment, system, or service that uses covered telecommunications equipment or services, as defined by the NDAA, as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception applies or the covered telecommunications equipment or services are covered by a waiver, as set forth in the NDAA and the rules and regulations promulgated thereunder.

4.28 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

4.29 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source Program suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one (1) or more Preferred Source Program suppliers. An Authorized User must determine if a particular Product is an approved Preferred Source Product and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

4.30 NYS Vendor Responsibility

OGS conducts a review of prospective Contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction Contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and

submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder's Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. 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 Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

4.31 NYS Tax Law Section 5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four (4)

quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four (4) quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) Business Days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

4.32 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://ogs.ny.gov/procurement/nys-laws-extending-use-state-centralized-contracts>).

Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

4.33 Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

4.34 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

4.35 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

4.36 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

4.37 Contract Documents; Electronic Format

OGS requires Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents that require original signatures. Documents requested by OGS should be submitted in the format specified by OGS, which may include a requirement for an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign). Contractor is responsible for retaining all copies and originals (if applicable) of documents submitted to OGS for the term of the Contract and any extensions thereof, and for a period of six (6) years after the term of the Contract has ended. This requirement includes both electronic documents, and original paper documents with required original signatures that have been scanned and submitted electronically. Contractor shall submit such retained documents to OGS upon request. If Contractor seeks to assign the Contract during the term, Contractor shall provide all documents relating to the bid and Contract that it has retained to the successor Contractor (transferee/assignee) upon OGS consent to the assignment.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Maloney, Weaver

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/9

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Office of the Sheriff has been awarded a grant from the New York State Governor's Traffic Safety Committee in the amount of \$11,780.00 for the period of October 1, 2026 through September 30, 2027; and

WHEREAS, This grant award is to be used to cover overtime and training costs for Deputies used in manning seat belt enforcement stops, to increase seat belt usage and for traffic enforcement; and

WHEREAS, The Sheriff's Office goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury or death from traffic accidents within Rensselaer County; now, therefore, be it

RESOLVED, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

<u>ACCOUNT/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sheriff-Traffic Safety Grant A.3110.33896	\$27,550.00	\$11,780.00	\$39,330.00

GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sheriff - Overtime (5410)			
A.3110.01007 Overtime	\$469,575.00	\$11,780.00	\$481,355.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Acceptance of NYS Governor's Traffic Safety Committee Grant

Requested by: Sheriff's Office

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 11,780.00 current year
\$ 0.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS Governor's Traffic Safety Committee Grant

a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$ 11,780.00 and length of time state funding is available through 9/30/2027. Is it available for ongoing expenses? Yes _____ or No X

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

d) Tax levy impact for current year \$ 0.00 and ongoing \$ 0.00

e) Other (please explain) \$ _____

3) Is this expense or program mandated? Yes _____ No X

4) Length of expense or project (one time only, ongoing, etc.): one-time

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Expenses will be reimbursed by grant revenue.

Department Head

Kyle Bourgault



**Department of
Motor Vehicles**

KATHY HOCHUL
Governor

CHRISTIAN JACKSTADT
Acting Commissioner

RENÉE BORDEN
Director

September 3, 2026

Mark Collins
Lieutenant
Rensselaer County Sheriff's Office
4000 Main Street
Troy, NY 12180-5976

Re: PTS-2027-Rensselaer Co SO -00223-(042)
Police Traffic Services
T007695
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2026

Dear Lieutenant Mark Collins:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Rensselaer County Sheriff's Office has been awarded a total of \$11,780 to participate in the statewide Police Traffic Services Program. Our goal is to increase seat belt usage and reduce dangerous driving behaviors in an effort to reduce serious injury and death from traffic crashes. A breakdown of your grant award amount is as follows:

Category	Award Amount
Seat Belt Mobilization Enforcement	\$2,480
Regular PTS Enforcement	\$9,300
Other Than Personal Services	\$0
Grand Total	\$11,780

Before incurring any project-related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by the County, City, Town, or Village, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee.

Thank you for participating in this very important statewide enforcement program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

Renée Borden
Director

RB:bp
Enclosure
cc: Thomas Santandera

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228	BUSINESS UNIT/DEPT. ID: DMV01/3700393 CONTRACT NUMBER: T007695 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: RENSSELAER COUNTY OF	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods) ☐ Amendment (list periods)
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002434 Federal Tax ID Number: 146002569	PROJECT NAME: Police Traffic Services - PTS (PTS-2027-Rensselaer Co SO -00223-(042)) ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20.600
CONTRACTOR PRIMARY MAILING ADDRESS: 99 TROY ROAD EAST GREENBUSH, NY 12061 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address 99 TROY ROAD EAST GREENBUSH, NY 12061 CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address 4000 MAIN STREET TROY, NY 12180 CONTRACTOR PRIMARY E-MAIL ADDRESS: mcollins@rensco.com	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

**ATTACHMENT B
BUDGET**

Budget Type: B-1 Expenditure Based Budget

Contract Periods

Contract Type: **Fixed Term Agreement**

Contract Term: **10/01/2026 to 09/30/2027**

Contract Amount: **\$11,780.00**

Contract Period Information Details

For Fixed Term contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Work Plan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Work Plan Indicator
1	10/01/2026 - 09/30/2027	\$11,780.00			X	X

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

PROJECT NAME: Police Traffic Services - PTS
(PTS-2027-Rensselaer Co SO -00223-(042))

CONTRACTOR NAME: RENSSELAER COUNTY OF

CONTRACT PERIOD NUMBER: 1

CONTRACT PERIOD: From: 10/01/2026
To: 09/30/2027

Personal Services:

Number of Seat Belt Mobilization Enforcement Hours (During May 24 through June 6), and hourly pay rate.¹

Number of Hours	Hourly Rate	Total Personal Services
40	\$62.00	\$2,480.00

Number of regular PTS Enforcement Hours and hourly pay rate.¹

Number of Hours	Hourly Rate	Total Personal Services
150	\$62.00	\$9,300.00

¹Hourly pay rate - Estimate of average pay rate of eligible officers for budgeting purposes, rounded to the nearest dollar.
However, agency must request reimbursement for actual officer pay rates.
GTSC does not reimburse fringe benefits costs on overtime.

Other Than Personal Services

Other costs must be related to grant activity. Each item must be listed separately and justified.

Item	Justification	Item Cost

Total Other Than Personal Services: \$0.00

Total Funding: \$11,780.00

**ATTACHMENT C
WORK PLAN
SUMMARY**

PROJECT NAME: Police Traffic Services - PTS
(PTS-2027-Rensselaer Co SO -00223-(042))

CONTRACTOR NAME: RENSSELAER COUNTY OF

CONTRACT PERIOD NUMBER: 1

CONTRACT PERIOD: From: 10/01/2026
To: 09/30/2027

General:

Police Traffic Services (PTS) funding is intended to be used for supplemental, overtime traffic enforcement/engagement hours by police agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-2 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" Campaign:

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)", is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization that will take place May 24 – June 6, 2027. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization.

Regular PTS Enforcement:

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency's crash reduction goals.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Bayly, Hoffman, Fleming

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/10

**RESOLUTION AUTHORIZING A CONTRACT WITH HILL & MARKES, INC. FOR THE PURCHASE OF
DISHWASHING DETERGENTS - DEPARTMENT OF AGING, SHERIFF'S DEPARTMENT AND VAN
RENSSELAER MANOR NURSING HOME - BUREAU OF CENTRAL SERVICES**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Budget provides appropriations for the purchase of dishwashing detergents and, following evaluation of bids submitted in response to RFB-26-21, award is recommended to the below-listed vendor based upon the lowest aggregate net total bid meeting specifications:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>ESTIMATED AMOUNT</u>
RFB-26-21 Dishwashing Detergents	Hill & Markes, Inc., P.O. Box 7, 1997 State Hwy. 5S, Amsterdam, NY 12010	<u>OF CONTRACT</u> \$117,154.08

; and

WHEREAS, The contract shall be for a period of one year from the date stated in the Notice of Award Letter and may be extended for an additional one (1) year period, increased by the annual percent increase in the Consumer Price Index (CPI); and

WHEREAS, Bid prices shall remain firm for the entire term of the original contract; and

WHEREAS, Renewal is subject to mutual agreement of the Vendor and Rensselaer County and is based upon satisfactory performance during previous contract periods; and

WHEREAS, All County Departments may purchase from this bid, provided expenditures do not exceed budgetary appropriations; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for products listed within the above-referenced bid from the vendor.

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: RFB-26-21 Dishwashing Detergents Bid

Requested by: Bureau of Central Services on behalf of the Department of Aging, Sheriff Department and Van Rensselaer Manor Nursing Home

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ Unknown current year
\$ Unknown ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): _____
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ _____ and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): 2 year
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This Bid is conducted by the Bureau of Central Services on behalf of the Department of Aging, Sheriff Department and Van Rensselaer Manor Nursing Home for dishwashing detergent products for the Senior Centers, Rensselaer County Jail and the Van Rensselaer Manor Nursing Home.

Department Head

JAMES R. GORDON, DIRECTOR



STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

DISHWASHING DETERGENTS
Rensselaer County Department of Aging, Sheriff Department
and Van Rensselaer Manor Nursing Home

Bid proposals will be received at the Bureau of Central Services, 4th Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, until 10:00 a.m. on Thursday, September 10, 2026, after which time all bids received will be opened and read aloud. All items must be bid in order to be considered a responsive bid – partial bids will not be accepted. Please refer to Page 2: General Bidding Information: #6 Location requirements. All bidders must comply with the General Municipal Law, Sect. 103. The County of Rensselaer reserves the right to reject any and all bids received and to waive any informalities discovered herein. Interested Bidders may obtain bid specification and bid proposal forms, on-line at <https://www.rensco.com/Bids.aspx>. Bids will not be faxed or transmitted electronically.

James R. Gordon, Director
Bureau of Central Services
Rensselaer County
County Office Building
East Greenbush, New York 12061

Date: August 17, 2026
Bid No.: RFB-26-21
Page: 1

GENERAL BIDDING INFORMATION

1. CONTENTS of this bid proposal package are as follows:
 - White - Bid Invitation
 - Blue - Bidder Information
 - Green - Bid Specifications
 - (COMPLETE & RETURN) ☐ White - Official Bid form
 - (COMPLETE & RETURN) ☐ White - Certification of Compliance: Local Law #2
 - (COMPLETE & RETURN) ☐ White - Non-Collusive Practices Statement
 - (COMPLETE & RETURN) ☐ Gold - Official Bid Return Envelope (If Bid mailed to companies)
2. GENERAL INFORMATION AND INSTRUCTIONS for bidders are listed on this blue sheet. The items numbered below are general instructions included on all bids sought by the County. Additional requirements or instructions may be checked off on attached green specification sheets. Please read each item carefully so that your bid will be submitted correctly.
3. ADDITIONAL BIDDING INFORMATION may be obtained from the Bureau of Central Services (BOCS), Fourth Floor, County Office Building, 99 Troy Road, East Greenbush, New York, 12061. Area Code (518) 270-2641.
4. BIDDERS' LEGAL CONFORMANCE with section 103 a,b,c,d; General Municipal Law of the State of New York is required. (This Section outlines grounds for cancellation, disqualification of contracts, and removal of disqualification of contractors by petition and statement of non-collusion.)
5. DATE OF BID OPENING indicated on the Invitation and Bid Form is the final time for submitting acceptable bids. Those arriving after the stipulated hour will be returned unopened and will not be considered. Bids must be sealed and may be mailed or delivered in person to the BOCS.
6. INFORMATION PROVIDED BY THE BIDDER on the Official Bid Form shall include the brand/manufacturer of the items bid. This information shall be construed to be completely in accord with the specification outlined in the proposal, unless the bidder explains all deviations and qualification in writing on the Bid Form.

LOCATION: Rensselaer County requires the awarded company providing the service to have an office location within a 50-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061 or that the awarded company maintain an office or staffed physical location operating within a 50-mile radius of the Rensselaer County Office Building at 99 Troy Road, East Greenbush, New York 12061. The name, location, contact person and phone number of this service facility must be clearly identified on the Official Bid Form.

Acceptable forms of proof of a local office as required by this bid include, but are not limited to:

- A fully executed lease, sublease, or written use agreement for the claimed location;
- A property deed or utility bill in the company's name for the claimed address;
- A certificate of occupancy, local business license, or contractor's license listing the local address;
- An insurance certificate or other official documentation confirming the business operates at the claimed address.

7. PRICE QUOTED on the Bid Form shall be NET, including freight, delivery and fuel charges to the locations specified, and installation charges, if required -- unless otherwise noted in the ADDITIONAL BIDDING REQUIREMENTS and/ or SPECIFICATIONS.
8. COMPLETION AND SUBMISSION OF BID PROPOSALS shall be legible and in ink or typewritten. Signature of the bidder shall be in ink. Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.

RETURN the white Official Bid Form, white Certification of Compliance: Local Law #2, 1992 and Non-Collusive Practices Statement, and approved bid surety (if required) in the gold Official Bid return envelope (envelope provided if bid mailed to companies). If you use any other packaging (including UPS, FedEx, etc.) the bid number must be clearly marked on the outside of the packaging. If unmarked, the bid may not be opened.

9. BID SURETY, where required, must be in the form of an original bid bond or bank certified check and made payable to Rensselaer County. The surety instrument shall be in the amount of Zero (\$0.00) Dollars as bid surety and will be returned to the unsuccessful bidders within 45 days of the bid award. Bids submitted without the specified surety will not be read aloud and will be immediately rejected. Surety from an existing contract (bid award) may not be used as a surety for this or any other contract.

The surety instrument of the successful bidders is held by the County as a performance bond until the conditions of the award are satisfactorily completed, then returned to the vendor. Whether a bank certified check or bond, the surety instrument held as a performance bond must be valid for the duration of the contract. A bank certified check offered as initial bid security may be replaced by a bond following award of the contract.

10. BID WITHDRAWAL by bidders is not permitted during the sixty (60) day interim award period unless the bidder expressly states in his bid that acceptance thereof must be made within a shorter specified time.
11. BID OPENING is held in the office of the Bureau of Central Services and is open to the public. At the indicated hour, all bids received will be opened and read aloud. Bids submitted following the submission time will be returned unopened. Experience shows that bidders and other interested parties' presence is helpful, particularly when clarification of a bid might be desired by the appointed committee.
12. AWARD: Award will be made by the Director of BOCS. The Director reserves the right, before making an award, to investigate the qualification and facilities offered by bidders to insure proper performance.

The award will be made, based on item price or by aggregate net total as stipulated in the specifications OR Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. Award shall be made to the lowest responsible bidder, as will best promote the public interest taking into consideration the reliability of the bidder, the quality of the commodity to be supplied and its conformity with the specifications. Bidders are entitled to fair and equitable treatment. It is the Bidder's responsibility to recognize the administrative expense associated with conducting a bid process. Therefore, any protest(s) regarding the process or award shall be filed in writing and on the Bidder's letterhead with the Bureau of Central Services no later than seven (7) calendar days following the date of the bid opening.

The Director also reserves the right to reject any and all bids received, and to waive any informalities discovered therein on behalf of the County. Successful bidders will be notified within sixty (60) days following the bid opening.

13. DELIVERY: Delivery of awarded items or service will be stipulated in the award, unless otherwise noted in the specifications. The decision of the Director of BOCS as to reasonable compliance with the delivery terms shall be final.
14. PAYMENT will be made to the vendor following satisfactory delivery or installation. Vendor must submit completed original claims/vouchers (no photocopies) with the appropriate original invoices to the department ordering the materials, which will in turn verify and forward them to the Bureau of Finance for disbursement, usually within thirty (30) days. Rensselaer County will not pay late charges.

Third Party Contracts: Rensselaer County will enter into a contract with and forward payments only to the company which submits the Request for Bid and is indicated by company name, address and signature on the Official Bid Form. Assignment of the initial contract by the original company submitting the Request for Bid to any other company (Third Party) is not permitted without the formal (written) approval of Rensselaer County.

15. PERIOD OF AWARD: Shall be stipulated by the Director of BOCS in the specifications.
16. REJECTION of late delivery or damaged goods shall be determined by the Director of BOCS. Costs associated with removal of rejected items shall be borne by the vendor.
17. EXTENSION OF PRICES: It is the intent of this Request for Bids that, wherever practicable, all political subdivisions and districts located in the State of New York be entitled to make purchases of materials, equipment or supplies from the resulting bid award.

No officer, board or agency of a county, town, village or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the successful bidder with the proper tax exemption certificates or documentation of tax-exempt status. Purchase orders should have this information and be retained for documenting the tax-exempt sale. The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term there under by the successful bidder and the participating entities will be borne and is expressly assumed by the successful bidder and the participating entities and not by Rensselaer County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful bidder, Rensselaer County specifically and expressly disclaims any and all liability for such defective performance or breach or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Rensselaer County centralized bid.

18. **CONDITIONS AND CONTINGENCIES:** In the event legislative action is required to either procure, obtain or transfer moneys necessary to fulfill the County's legal responsibilities as purchaser under the terms and conditions of this bid, then in such event any bid award made by the County of Rensselaer is expressly conditional and contingent upon the completion of such legislative action, including such approval as may be required under section 3.06 of the Rensselaer County Charter. Submission of a bid by a vendor to the County of Rensselaer will constitute express acknowledgment and acceptance of any such condition or contingency by that vendor.
19. **"OR EQUALS":** Whenever a food item, commodity or piece of equipment is identified in the bid or specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers etc, it is intended to establish a standard of quality and any food item with substantially equal ingredients and proportions, commodity or equipment of other manufacturers which will perform adequately will be considered equally acceptable provided that the food item, commodity or equipment so proposed is, in the opinion of the Bureau of Central Services, to be of equal substance and function.
20. **ALTERNATE BIDS:** Alternate bids are not acceptable to Rensselaer County, unless specifically called for in the bid proposal.
21. **"HOLD HARMLESS AGREEMENT"** (Applicable to bids involving labor): "The Contractor shall during the performance of this work comply with all Federal OSHA and New York State Laws, take all necessary precautions and place proper guards for the prevention of accidents, shall put up and keep all night suitable and sufficient lights and shall indemnify and save harmless the County of Rensselaer and its employees, officers, and agents from all claims, suits and actions and all damages and costs to which they may be held responsible by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from improper methods, materials, implements or appliances used in its performance or construction, or construction, or by or on account of any direct or indirect act or omission of the Contractor or his employees or agents, and whether or not any active passive or concurrent negligent act or omission by the County of Rensselaer or the Manager or any of their employees, officers or agents may have directly or indirectly caused or contributed thereto."
22. **RENSSELAER COUNTY MACBRIDE PRINCIPLES CONTRACT COMPLIANCE LAW (EFFECTIVE 09/01/93):** Rensselaer County Local Law No. 4 of the year 1993 adopted the MacBride Principles of Fair Employment, which are nine principles designed to foster an end to employment discrimination in Northern Ireland. The law states, in part, "in case of a contract which must be let by competitive sealed bidding, wherever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract..., the contracting entity shall refer the contract to the County Legislature, which shall determine if the lowest bidder is responsible..."

Unless expressly stated in writing with the bidder's submission, the bidder's signature on the bid shall constitute agreement with the MacBride Principles and Local Law #4 of 1993. Complete copies of the MacBride Principles and Local Law #4 of 1993 may be obtained at the Rensselaer County Attorney's Office.

23. **PREVENTION OF DELAY** (Applicable to bids involving labor): Notwithstanding any language to the contrary, the Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest and that the contractor and his subcontractor will not employ on the work, any labor, materials, or means whose employment or utilization during the course of the contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspensions of work, or similar troubles by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contractors or on any other building or premises owned or operated by the OWNER. Any violation by the CONTRACTOR of this requirement will be considered proper and sufficient cause for the OWNER to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the OWNER, and to recover any damages from the CONTRACTOR that may have been caused by labor strife and unrest.

The workings of this clause shall not act to derogate the rights and responsibilities granted to labor and Management by Federal and State Laws.

24. **WORKERS COMPENSATION & DISABILITY BENEFITS COVERAGE:** In accordance with Workers Compensation Law Section 57 and Disability Benefits Law Section 220, subd. 8, Rensselaer County is requiring that Bidders submit proof that they have obtained the required workers compensation and disability benefits coverage, or that they are not required to provide coverage within seven (7) calendar days from the Notice of Award notification by the Bureau of Central Services. Only the following completed forms shall be accepted as verification:

Worker's Compensation:

- Form WC/DB-100, or
- Form C-105.2, or
- Form SI-12, or
- Form GSI-105.2

Disability Coverage:

- Form WC/DB-100, or
- Form DB-120.1, or
- Form DB-155

25. **BIDDER'S RESPONSIBILITY:** Bidders who respond to Rensselaer County's request for bids hereby acknowledge and accept responsibility for the following and, as a condition of the bidding process, agree as follows:
- To submit a signed (must be signed in ink), complete and legibly prepared bid. The bid pricing shall be based upon bid specifications promulgated by the County and the bid shall be submitted on the Official Bid Form. The Official Bid Form(s) may not be changed or altered. **Failure to sign the Official Bid Form will result in rejection of the bid as incomplete.**
 - **To agree to not alter the bid document(s) (including the Official Bid Form(s) in any way.**
 - To be responsible for the mathematical accuracy of their bid and to fully extend all bid pricing.
 - To provide an accurate conversion of packaging whenever their bid varies from that product packaging detailed in Rensselaer County's bid specifications.
 - To provide bid pricing based upon the specified unit per item (i.e. "Case", "Box" "Each", etc). Bidders shall not as a condition of bid/award restrict purchase to specific units (i.e. "Case" lots only).
 - To provide the brand/manufacturer information when required by the specifications or in those instances where the products offered by the bidder differ from those listed in Rensselaer County's Bid specifications.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

**County of Rensselaer
Insurance Requirements**

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

- A. Workmen's Compensation**
Section A - Employee Benefits Statutory
Section B - Employers Liability Statutory
- B. New York State Disability Benefits** Statutory
- C. Commercial General Liability including products/completed operations:**
- | | |
|--------------------|---|
| \$1,000,000 | General Aggregate |
| \$1,000,000 | Products-Completed Operations Aggregate |
| \$1,000,000 | Personal Injury and Advertising Liability |
| \$1,000,000 | Each Occurrence |
| \$ 500,000 | Fire Damage (any one fire) |
| \$ 10,000 | Medical Expense (any one person) |

The Commercial Comprehensive General Liability policy shall include coverage for acts of **all** Contractors, sub-contractors and sub-contractors for **all** liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

- D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:**
\$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

- I) Certificate Holder: County of Rensselaer
 Attn: Rensselaer County Attorney
 Ned Pattison Rensselaer County
 Government Center
 99 Troy Road, 4th Floor
 East Greenbush, New York 12061
- II) Limit of Liability
 \$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

**County of Rensselaer
Insurance Requirements (Cont'd)**

F. Umbrella Liability

Limit of Liability (minimum limits)

\$2,000,000 each occurrence / \$2,000,000 aggregate * (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

G. Other Requirements

The Insurance Certificate shall contain the following:

- A) A description of the work and contract authorization number.
- B) Reference to any special endorsements restricting standard policy coverage.
- C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.
- D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.

*With regard to Aggregate

ADDITIONAL BIDDING REQUIREMENTS

Dishwashing Detergents

AWARD BASIS: The contract will be awarded to the responsible bidder submitting the lowest aggregate net total bid meeting specifications or Best Value according to NYS GML § 103 as defined in NYS Finance Law § 163. All items must be bid in order to be considered a responsive bid. Items will not be awarded on a per item basis. Rensselaer County reserves the right to reject any and all bids received, waive any informalities and re-bid, if necessary, when it appears to be in the County's best interest.

AWARD PERIOD: The contract shall be for a period of one year from the date stated in the Award Letter. Bid prices shall remain firm for the entire term of the original contract. The contract may be extended for an additional one (1) year period increased by the annual percent increase in the Consumer Price Index (CPI). Renewal is subject to mutual agreement of the Vendor and Rensselaer County and is based upon satisfactory performance during previous contract periods. Rensselaer County reserves the right to request additional verification of increases wherever it deems necessary.

SURETY: No bid surety is required.

PARTIAL BIDS: Partial bids WILL NOT be accepted. All items must be bid. If an item has been discontinued by the manufacturer, then an "equal to" (page 4, #19) item can be offered.

CONTRACT AGREEMENT: The specification detailed herein and the bidder's signed response, acknowledged by Rensselaer County's Notice of Award, shall constitute the entire agreement between the successful bidder and Rensselaer County. Bidder agrees to all terms stated herein.

ESTIMATED BID QUANTITIES: All bid quantities listed are estimated and the contract shall be for the actual quantities ordered during the award period.

BRAND NAMES/PRODUCT INGREDIENTS: Manufacturer's brand name, Product Code/ID, Packaging Units must be listed clearly and legibly in the space provided next to each item on the Official Bid Form.

If a vendor bids an item that is considered to be "equal to" (page 4, #19) rather than that which is specified in the bid, then the vendor may be required to submit documentation to the Director of BOCS for further evaluation.

The decision of the Director of BOCS in reference to the "equal to" shall be final. Failure to provide the documentation in a timely manner may result in disqualification.

PRICING: Price is net, F.O.B. delivered to points of destination stated in the delivery schedule (see DELIVERY). The delivered price to all departments and locations must be the same (one price only). Multiple pricing will not be allowed and will disqualify the bid.

Rensselaer County is exempt from all taxes. Price includes unloading by the contractor at the location and in the timeframes agreed upon with the Department (see DELIVERY).

Rensselaer County reserves the right to purchase products from New York State Contracts, other County's Contracts, New York State Preferred Sources, Government Purchasing Cooperatives and other alternate sources if pricing is lower than this bid's pricing.

SAMPLES: Bidder must be prepared to furnish samples and/or chemical breakdowns, and a referenced list of current customers using identical material(s) in Upstate New York. Information must be provided within five (5) calendar days from request from the Bureau of Central Services.

ADDITIONAL BIDDING REQUIREMENTS (Cont'd)

SERVICE REQUIREMENTS: Bidder will provide and install all automatic dispensing equipment necessary to insure the proper concentration of detergent emulsions at all times during the operating cycle. The successful bidder will provide regular preventative maintenance on the dispensing equipment, effecting all necessary repairs and adjustments at no additional cost to the County. Written reports on equipment conditions and over-all system operation will be filed every two (2) months with:

- Director of Nutritional Services at Van Rensselaer Manor;
- Nutritional Project Director for the Department of the Aging; and
- Director of Food Service at the Rensselaer County Jail.

In addition, the successful bidder will provide continual in-service employee training on all procedures necessary to insure the proper operation of the dishwashing systems. All of these services and equipment will be provided at no extra charge. The locations requiring dispensing equipment are as follows:

Van Rensselaer Manor
85 Bloomingrove Drive
Troy, New York 12180

Troy Area Senior Citizen Center
City Station, 1520 6th Avenue
Troy, New York 12180

Jail / Public Safety Building
4000 Main Street
Troy, NY 12180

Rensselaer Area Senior Service Center
6 Ridge Road
Rensselaer, NY 12144

Southern Tier Senior Service Center
1800 East Schodack Road
Castleton, NY 12033

CONTACT INFORMATION & PRE-BID FACILITY INSPECTIONS: Requests to inspect existing dishwashing and dispensing equipment should be made by contacting the following:

- Van Rensselaer Manor – David Esposito at 518-283-2000, Ext. 488
- Aging Department – Josh Shepard, Asst. Coordinator of Center Operations, Desk: 518-270-5539, Cell: 518-892-3495
- Jail / Public Safety Building – Richard Tutunjian, Food Service Manager 518-266-1655

DELIVERY: Delivery of bid items will be made on an as needed basis to locations listed below, as arranged with each Department (see Contact Information above). Items for all of the Senior Centers using the bid items (see "SERVICE REQUIREMENTS") will be delivered to the Troy Area Senior Center only. Delivery of bid items must be made within ten (10) calendar days of request.

Van Rensselaer Manor
85 Bloomingrove Drive
Troy, New York 12180

Troy Area Senior Citizen Center
City Station, 1520 6th Avenue
Troy, New York 12180

Jail / Public Safety Building
4000 Main Street
Troy, NY 12180

Upon award of this contract if the County Departments require any changes to the dispensing equipment locations or delivery locations it is to be arranged between the County Department and the awarded Contractor.

ADDITIONAL BIDDING REQUIREMENTS (Cont'd)

PACKAGING: Packaging information must be concise. Any variations in packaging, size or quantities specified for each bid item must be clearly noted on the Official Bid Form. It is the vendor's responsibility to provide an accurate conversion of packaging in order to submit pricing for a quantity equal to the "Estimated Quantity" specified on the Official Bid Form. Conversions must be made in the same measurements as requested on the bid (for example, ounces to ounces, pints to pints, etc.). **Failure to clearly note such variations may result in rejection of the bid.** Mathematical conversions for estimated quantities shall be calculated to 2 decimal places only.

ORDER PLACEMENT AND PAYMENT: Orders for bid items and subsequent payment shall be in accordance with Rensselaer County Purchasing Procedures and accounting practices. Individual departments shall forward purchase order(s) for bid items to the successful vendor on an as-needed basis or using a monthly blanket purchase order, whichever is in the best interest of the department. The vendor shall deliver those items to the department identified on the Purchase Order and invoice that same department. There are to be no minimum order amounts. Contractors are not to ship any orders without a Rensselaer County Purchase Order or Vendor Claim. Contractors are required to deliver only the items specified on the purchase order. If the Contractor at any time delivers items that were not ordered, are duplicated, or are over-shipped, they do so entirely at their own expense. It will be at no cost or responsibility to Rensselaer County.

Vendors may not combine departments into one account and, for purposes of delivery and subsequent invoicing / payment, shall deal with each department as a separate account. Deliveries that do not identify the specific department that has placed the order may be returned to the vendor at the vendor's expense. There shall be no penalty to Rensselaer County for expenses incurred due to incorrectly addressed deliveries.

If the successful bidder(s) cannot deliver an item that has been awarded within ten (10) calendar days from the date the order was placed, the department may obtain that item from another source and charge the contracted vendor(s) the difference in cost.

BID SUBSTITUTIONS / POST-AWARD SUBSTITUTIONS / PRODUCT AVAILABILITY: Items awarded to a vendor must be available for the duration of the specified bid period. If an awarded item is discontinued or becomes unavailable to the vendor for some other reason, the Bureau of Central Services must be notified in writing, on letterhead and signed by the authorized vendor representative prior to any substitution. If the vendor is offering a substitution, the letter must include the following:

- Physical form (powder may not be substituted for liquid and vice-versa)
- Packaging
- Wear effects on dishes and dishwashing equipment
- Chemical composition
- Handling and storage requirements
- Ratio of substitute's concentration with water to produce the same cleaning strength as item on the bid.
- Concentration differences with adjustments to the case quantities on the bid form.
- Guarantee that the substitute product is being offered at the same unit price as bid.

Failure to indicate distinguishing characteristics of substitutes bid may result in bid disqualification.

If no substitution is available, items that have to be re-awarded, will be purchased from the next lowest bidder or an alternate source, if necessary, and the cost difference will be billed back to the original awarded vendor for the remainder of the bid period. Vendors "dropping" or not supplying products during the specified bid term may forfeit future bid awards with Rensselaer County.

ADDITIONAL BIDDING REQUIREMENTS (Cont'd)

No substitute products will be accepted unless pre-approved by the Director of the Rensselaer County Bureau of Central Services whose determination as to "or equal" shall be final. Failure to notify and receive approval for substitutions may result in voiding of the contract.

CREDIT/RETURNS: Within 30 days of expiration of award period, Rensselaer County Departments may return any unused product and receive credit.

BID USAGE REPORTING REQUIREMENTS: Successful Bidders may be required to provide accurate purchase / usage of bid items by County Departments utilizing the contract within a reasonable period of time following written notification by the Bureau of Central Services. Information shall be provided electronically to the County not more than once during the contract period with pertinent usage information entered on an MS Excel form/format provided to Central Services by the Vendors.

REVIEW OF FINALIZED BIDDING RESULTS: If copies of the bid results are required companies may send a FOIL request (Freedom of Information Law) to the Rensselaer County Attorney's Office, Rensselaer County Office Building, 99 Troy Road, 4th Floor, East Greenbush, New York 12061 (518) 270-2950, online access: <https://www.rensco.com/FormCenter/County-Attorney-4/Freedom-of-Information-Act-FOIL-Requests-46>.

QUALITY OF SERVICE: Rensselaer County Departments participating in this bid shall follow the process outlined below in reference to: incorrect orders, receipt of orders past the ten (10) calendar days, billing issues, etc. Where issues are not satisfactorily resolved within a reasonable period of time after verbal communication to the vendor, the following escalation process will be followed:

- A. The Department notifies the vendor in writing and describes the problem(s).
- B. If the problem(s) are not corrected, the Department again notifies the vendor in writing and describes the problem(s).

If the problem(s) are still not corrected, the Department will provide the Bureau of Central Services (via email or inter-office mail) the documentation of their communications with the vendor and the Director or Deputy Director of the Bureau of Central Services will advise the vendor – in writing – that the problem has not been corrected and must be corrected immediately or the contract with the vendor will be canceled without penalty to the County.

CANCELLATION: The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any bid which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County bid specifications. This right to reject bids which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

SPECIFICATIONS

- Item # 1:** Low foaming liquid acid detergent that minimizes lime build-up – 4 / 1 gal per case. (Lime-A-Way 6101131)
- Item # 2:** Quaternary ammonium sanitizer, sanitizing agent for pots and pans – 2.5 gallons each. (Oasis 146 Multi-Quat 6100536)
- Item # 3:** Super concentrated drying agent added by automatic dispensing system – 5 gal pail. (Rinse Dry 6115172)
- Item # 4:** Super concentrated drying agent added by automatic dispensing system – 4 / 1 gal per case. (Rinse Dry 6113722)
- Item # 5:** Solid, ultra concentrated, extended life dish machine detergent – 4 / 9 lbs per case. (Solid Power XL 6100185)
- Item # 6:** Maxi concentrated capsule pack of germicidal detergent for manual ware washing added by automatic dispenser – 4 / 5 lb per case. (Solitaire 6117301)
- Item # 7:** Heavy duty liquid dish machine detergent, high alkalide with defoamer – 4 / 1 gal per case. (Super Trump 6112740)
- Item # 8:** Heavy duty floor cleaner/degreaser – 4 / 1 gal per case. (Grease-cutter Plus 6119513)
- Item #9:** Quick drying freezer cleaner; removes soil quickly at minus thirty (-30) degrees Fahrenheit – 4 / 1 gal per case. (Kool-Klene 6115461)
- Item #10:** Detergent, Germicide, Deodorizer. Multi-purpose formula that cleans, disinfects & deodorizes in one operation – 4 / 1 gal per case. (Mikro-Quat 6102291)

Please Note: Manufacturer Name is "Suggested" and "Product No." listed may not be the most recent product number.

OFFICIAL BID FORM DISHWASHING DETERGENTS

RENSSELAER COUNTY:

Date and submission of bids up to and including 10:00 a.m., Thursday September 10, 2026, after which time all bids received will be opened and read aloud.

Item	Item Description, Packaging & "Suggested" Manufacturer Brand & Product No.	Bidder's Brand, Packaging & Product No.	Unit	Unit Price	Est Qty	Total Item Price
1	Low-foam liquid acid detergent (Ecolab LimeAway 6101131, 4/1 gal per cs)		cs		X 110	
2	Quaternary ammonium sanitizer (Oasis 146 Multiquat 6100536, 1-2.5 gal ea)		ea		X 135	
3	Super concentrated drying agent (Rinse Dry 6115172, 5 gal pail)		pail		X 30	
4	Super concentrated drying agent (Rinse Dry 6113722, 4/1 gal per cs)		cs		X 158	
5	Solid ultra concentrated extended life detergent (Solid Power XL 6100185, 4/9 lb per cs)		cs		X 112	
6	Maxi concentrated capsule pack (Solitaire 6117301 4/5 lbs per cs)		cs		X 25	
7	Heavy duty liquid dish machine detergent (Super Trump 6112740, 4/1 gal per cs)		cs		X 175	
8	Heavy duty floor Cleaner/Degreaser (Grease-cutter Plus 6119513, 4/1 gal per cs)		cs		X 39	
9	Quick drying freezer cleaner (Kool-Klene 6115461, 4/1 gal per cs)		cs		X 6	
10	Detergent, Germicide, Deodorizer. Multi-purpose formula that cleans, disinfects & deodorizes (Mikro-Quat 6102291, 4/1 gal per cs)		cs		X 122	

AGGREGATE NET TOTAL = \$ _____
 (Total of Items 1-10 / Basis of Award)

OFFICIAL BID FORM DISHWASHING DETERGENTS

RENSSELAER COUNTY:

Date and submission of bids up to and including 10:00 a.m., Thursday September 10, 2026, after which time all bids received will be opened and read aloud.

> Local Law #2 and Non-Collusive Bidding Certification must be returned with the Official Bid Form.

> There are no partial bids. All items must be bid. If an item has been discontinued by the manufacturer, then an .equal to. (page 4, #19) item can be offered.

Bidder _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____

Authorized Signature _____ Print Name _____

Date _____ Federal Tax I.D. # _____ E-Mail _____

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

(Name of Vendor/Company)

(Person authorized to sign & Title)

(Street or Box Number)

(City, State, Zip Code)

(Authorized Signature)

____/____/____
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: _____ DATED: _____

TITLE: _____ FIRM: _____

SUBMIT THIS FORM WITH YOUR BID

RFB-26-21
Dishwashing Detergents
Mailed: 8/18/26

Hill & Markes Wholesale Distributors
P. O. Box 7
1997 St. Hwy. 5S
Amsterdam, New York 12010
Phone: 518-627-4435

E. A. Morse & Company, Inc. (Aramco)
1210 U.S. Route 9
Castleton, NY 12033
Phone: 518-828-6994

Lusco Paper Company
1401 5th Avenue
Troy, New York 12180
Phone: 518-274-4061



RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

BID TABULATION

'26SEP10 10:00AM

BID NO.: RFB-26-21

DESCRIPTION: Dishwashing Detergents - Dept. of
Aging, Sheriff Dept. & V.R.M.

OPENING DATE: Thursday, 9/10/26 TIME: 10:00 a.m.

VENDOR	NON- COLLUSIVE	LOCAL LAW #2	AMOUNT OF BID
Hill & Markes	✓	✓	117,154.08

OFFICIAL BID FORM DISHWASHING DETERGENTS

RENSSELAER COUNTY:

Date and submission of bids up to and including 10:00 a.m., Thursday September 10, 2026, after which time all bids received will be opened and read aloud.

Item	Item Description, Packaging & "Suggested" Manufacturer Brand & Product No.	Bidder's Brand, Packaging & Product No.	Unit	Unit Price		Est Qty	Total Item Price
1	Low-foam liquid acid detergent (Ecolab LimeAway 6101131, 4/1 gal per cs)	Ecolab -4/1gl/cs ECO6101131	cs	53.49	X	110	5,883.90
2	Quaternary ammonium sanitizer (Oasis 146 Multiquat 6100536, 1-2.5 gal ea)	Ecolab - 2.5gl/ea ECO6100536	ea	89.74	X	135	12,114.90
3	Super concentrated drying agent (Rinse Dry 6115172, 5 gal pail)	Ecolab - 5gl ECO6115172	pail	167.45	X	30	5,023.50
4	Super concentrated drying agent (Rinse Dry 6113722, 4/1 gal per cs)	Ecolab - 4/1gl/cs ECO6113722	cs	126.65	X	158	20,010.70
5	Solid ultra concentrated extended life detergent (Solid Power XL 6100185, 4/9 lb per cs)	Ecolab - 4/9lb/cs ECO6100185	cs	112.91	X	112	12,645.92
6	Maxi concentrated capsule pack (Solitaire 6117301 4/5 lbs per cs)	Ecolab-Trupower enzymatic dish detergent 1/2 gl/cs ECO6102600 (Solitaire #6117301 being disc by manuf)	cs	137.39	X	25	3,434.75
7	Heavy duty liquid dish machine detergent (Super Trump 6112740, 4/1 gal per cs)	Ecolab - 4/1gl/cs ECO6112740	cs	62.66	X	175	10,965.50
8	Heavy duty floor Cleaner/Degreaser (Grease-cutter Plus 6119513, 4/1 gal per cs)	Ecolab - 4/1gl/cs ECO6119513	cs	79.35	X	39	3,094.65
9	Quick drying freezer cleaner (Kool-Klene 6115461, 4/1 gal per cs)	Ecolab - 4/1gl/cs ECO6115461	cs	110.49	X	6	662.94
10	Detergent, Germicide, Deodorizer. Multi-purpose formula that cleans, disinfects & deodorizes (Mikro-Quat 6102291, 4/1 gal per cs)	Ecolab - 4/1gl/cs ECO6102291	cs	355.06	X	122	43,317.32

AGGREGATE NET TOTAL = \$ 117,154.08

(Total of Items 1-10 / Basis of Award)

Hill & Markes LLC.
1997 State Highway 5S
Amsterdam, NY 12010-0007

OFFICIAL BID FORM DISHWASHING DETERGENTS

RENSSELAER COUNTY:

Date and submission of bids up to and including 10:00 a.m., Thursday September 10, 2026, after which time all bids received will be opened and read aloud.

> Local Law #2 and Non-Collusive Bidding Certification must be returned with the Official Bid Form.

> There are no partial bids. All items must be bid. If an item has been discontinued by the manufacturer, then an .equal to. (page 4, #19) item can be offered.

Bidder Hill & Markes, LLC dba Imperial Brady Phone 518/842-2410 Fax 518/842-1207

Address 1997 State Highway 5S City Amsterdam State NY Zip 12010

Authorized Signature  Print Name Joe Tozzi

Date 8/26/26 Federal Tax I.D. # 140751030 E-Mail info@hillnmarkes.com

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

Hill & Markes, LLC dba Imperial Brady

(Name of Vendor/Company)

Joe Tozzi, Sales Manager

(Person authorized to sign & Title)

1997 State Highway 5S

(Street or Box Number)

Amsterdam, NY 12010

(City, State, Zip Code)



(Authorized Signature)

8/26/26
(Date)

SUBMIT THIS FORM WITH YOUR BID

CONTRACT CLAUSES REQUIRED BY LAW AND INCLUDED AS PROVISION OF THE BID

Upon the refusal of a person, when called before a Grand Jury, head of a municipality, or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or any political sub-division thereof or of any public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) such person, any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from district, or any public department, agency or official thereof, for goods, work or services for a period of five years after such refusal, and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof or with any fire district or any agency or official thereof by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Each contract to which the municipality is a party and which is of such character that the employees engaged thereon are required to be insured under the provisions of the Workmen's Compensation Law, shall contain a stipulation that such contract shall be void and of no effect unless the person or corporation making or performing such contract shall secure compensation for the benefit of, and keep insured during the life of such contract, such employees in compliance with the provision of the Workmen's Compensation Law.

A contractor, to whom any contract shall be let, granted or awarded, as required by law, shall not assign, transfer, convey, sublet or otherwise dispose of the same, or of his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the municipality awarding the contract.

NON-COLLUSIVE BIDDING CERTIFICATION

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the opening directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or Corporation to submit or not to submit a bid, for the purpose of restricting competition.

SIGNED: _____

DATED: _____

TITLE: _____

Sales Manager

FIRM: _____

Hill & Markes, LLC dba Imperial Brady

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date October 13, 2026

Resolution No. G/11

RESOLUTION AUTHORIZING THE PURCHASE OF A NETCLOCK TIME SYNCHRONIZATION SYSTEM – BUREAU OF PUBLIC SAFETY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Bureau of Public Safety ("Bureau") operates the County's Public Safety Answering Point ("PSAP") and Emergency Communications Center responsible for the receipt, processing and dispatch of emergency 911 calls and other public safety communications; and

WHEREAS, Accurate and consistent time synchronization is essential component of PSAP operation, ensuring that emergency calls, Computer-Aided Dispatch ("CAD") records, communications recordings, system logs, display clocks and other public safety systems maintain a common and accurate time reference; and

WHEREAS, The New York State Public Safety Answering Point Minimum Standards require all PSAPs to maintain a time synchronization package for the purpose of coordinating system-wide timing among 911 systems and supporting systems; and

WHEREAS, Such standards further require that the time synchronization package provide a common time source for 911 systems, CAD systems, recording systems, display clocks and other automated systems containing clocks, thereby ensuring consistent and accurate timestamps throughout the PSAP environment; and

WHEREAS, Maintaining synchronized time is necessary for the accurate documentation and reconstruction of emergency incidents, including the sequencing of 911 call receipt, call processing, dispatch, radio communications and other time-sensitive public safety activities; and

WHEREAS, The Bureau lacks the required systems as required by PSAP standards and seeks to purchase a SecureSync time and frequency synchronization system to comply with applicable New York State PSAP standards and support the continued reliable operation of the County's mission-critical emergency communication systems; and

WHEREAS, The proposed system will provide a centralized, synchronized time source for applicable PSAP systems and includes redundant SecureSync units and associated network, interface, alarm, clock and power equipment necessary to support the installation to be completed by others; and

WHEREAS, The Bureau has unspent funds available from the Public Safety Computer-Aided Dispatch (CAD) Project, originally authorized by Resolution G/221/23 and subsequently amended by Resolution G/393/23, and proposes to use these funds for a NETCLOCK system to enhance and synchronize CAD and other public safety communications with no additional County appropriation being required; and

WHEREAS, The name and address of the vendor, the source of funding for this purchase, and the total amount to be expended for this purchase, which shall not exceed budgetary appropriations are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
NetClock / SecureSync PSAP Time Synchronization System & Equip.	Safran Trusted 4D Inc 45 Becker Rd Suite A West Henrietta, NY 14586	H.3097.02500.H1219	\$22,770.00

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for the above purchase.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: _____ P Resolution: _____

Title of Legislation: RESOLUTION AUTHORIZING THE PURCHASE OF A NETCLOCK TIME SYNCHRONIZATION SYSTEM – BUREAU OF PUBLIC SAFETY

Requested by: Bureau of Public Safety

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 22,770.00 current year
_____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Tax Levy
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 22,770.00 and ongoing \$ N/A
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes x _____ No _____
- 4) Length of expense or project (one time only, ongoing, etc.): _____
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: No Revenue, required per PSAP Standard

Department Head

Dep. Director E. Heffern

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Bayly, Hoffman, Grimm

Sent To: Budget & Finance

Committee

Date June 13, 2023

Resolution No. G/221/23

RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - COUNTY EXECUTIVE

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Executive recommends the following amendment to the 2023 Rensselaer County Adopted Budget; now, therefore, be it

RESOLVED, That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

<u>CODE/DESCRIPTION</u>	<u>2023 GENERAL FUND OTHER SOURCES</u>		
	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Unassigned Fund Balance A.00911	\$ 101,452,018.00	\$ (11,743,804.00)	\$ 89,708,214.00
Total General Fund Other Sources		\$ (11,743,804.00)	

<u>CODE/DESCRIPTION</u>	<u>2023 GENERAL FUND APPROPRIATIONS</u>		
	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Health Medical Examiner A.1185.04450 Rental- Equipment/Maintenance/ Facilities	\$ 2,772.00	\$ 100,208.00	\$ 102,980.00
Department of Health Administration A.4010.04900 Professional Services	\$ 3,480.00	\$ 15,195.00	\$ 18,675.00
Department of Mental Health Administration A.4320.04900 Professional Services	\$ 306,750.00	\$ 16,125.00	\$ 322,875.00
Buildings Department A.1620.04900 Professional Services	\$ 9,950.00	\$ 6,160.00	\$ 16,110.00

Tourism			
A.6411.04800 Contractual Agency	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
A.6411.04900 Professional Services	\$ 25,000.00	\$ 25,000.00	\$ 50,0000.00
Department of Aging			
A.6771.04900 Professional Services-Troy Center	\$ 0.00	\$ 13,116.00	\$ 13,116.00
Interfund Transfers			
A.9901.09001 Transfers to Other Funds	\$ 1,000,000.00	\$ 2,208,000.00	\$ 3,208,000.00
Transfers to Capital Funds			
A.9950.09003 Transfers to Capital Funds	\$ 500,000.00	\$ 9,340,000.00	\$ 9,840,000.00
Total General Fund Appropriations:		\$11,743,804.00	

<u>CODE/DESCRIPTION</u>	<u>2023 COUNTY ROAD FUND REVENUE</u>		
	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Highway-Road Maintenance			
D.5110.50311 Interfund Transfers-General	\$ 1,000,000.00	\$2,208,000.00	\$ 3,208,000.00
Total Road Fund Revenues:		\$2,208,000.00	

<u>CODE/DESCRIPTION</u>	<u>2023 COUNTY ROAD FUND APPROPRIATIONS</u>		
	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Highway-Road Maintenance			
D.5110.04500 Special Departmental Supplies	\$ 386,276.00	\$ 1,000,000.00	\$ 1,386,276.00
Highway-Road Construction			
D.5112.04800 Contractual Agency	\$ 1,139,836.00	\$ 1,208,000.00	\$ 2,347,836.00
Total Road Fund Appropriations:		\$ 2,208,000.00	

<u>CODE/DESCRIPTION</u>	<u>2023 CAPITAL PROJECTS FUND REVENUE</u>			<u>REVISED</u>
	<u>PRESENT</u>	<u>CHANGE</u>		
Department of Aging-Troy Senior Center Renovation H.1620.50311.H1184				
Interfund Transfers-General	\$ 1,600,000.00	\$ 200,000.00		\$ 1,800,000.00
Department of Aging-Senior Center Improvements H.1620.50311.H1210				
Interfund Transfers-General	\$ 2,900,000.00	\$ 2,000,000.00		\$ 4,900,000.00
Department of Health-County Morgue Project H.1620.50311.H1220				
Interfund Transfers-General	\$ 0.00	\$ 3,340,000.00		\$ 3,340,000.00
Department of Public Safety-CAD Project H.3097.50311.H1219				
Interfund Transfers-General	\$ 0.00	\$ 500,000.00		\$ 500,000.00
Highway Machinery-Highway Equipment H.5130.50311.H1203				
Interfund Transfers-General	\$ 3,950,000.00	\$ 1,200,000.00		\$ 5,150,000.00
Highway Machinery-Cropseyville Garage H.5130.50311.H1212				
Interfund Transfers-General	\$ 1,500,000.00	\$ 600,000.00		\$ 2,100,000.00
Highway Machinery-Main Fuel Tanks H.5130.50311.H1217				
Interfund Transfers-General	\$ 0.00	\$ 500,000.00		\$ 500,000.00
Highway Machinery-CR 53 Culvert Replacement H.5120.50311.H1218				
Interfund Transfers-General	\$ 0.00	\$ 1,000,000.00		\$ 1,000,000.00
Total Capital Projects Fund Revenue:		\$ 9,340,000.00		

<u>CODE/DESCRIPTION</u>	<u>2023 CAPITAL PROJECTS FUND APPROPRIATIONS</u>			<u>REVISED</u>
	<u>PRESENT</u>	<u>CHANGE</u>		
Department of Aging-Troy Senior Center Renovation H.1620.02500.H1184				
General Capital Expenditures	\$ 2,145,713.00	\$ 200,000.00		\$ 2,345,713.00

Resolution No. G/221/23

Page No. 4 of 4

2023 CAPITAL PROJECTS FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Aging-Senior Center Improvements H.1620.02500.H1210 General Capital Expenditures	\$ 2,900,000.00	\$2,000,000.00	\$ 4,900,000.00
Department of Health-County Morgue Project H.1620.02500.H1220 General Capital Expenditures	\$ 0.00	\$ 3,340,000.00	\$ 3,340,000.00
Department of Public Safety-CAD Project H.3097.02500.H1219 General Capital Expenditures	\$ 0.00	\$ 500,000.00	\$ 500,000.00
Highway Machinery-Highway Equipment H.5130.02500.H1203 General Capital Expenditures	\$3,950,000.00	\$ 1,200,000.00	\$ 5,150,000.00
Highway Machinery-Cropseyville Garage H.5130.02500.H1212 General Capital Expenditures	\$ 1,500,000.00	\$ 600,000.00	\$ 2,100,000.00
Highway Machinery-Main Fuel Tanks H.5130.02500.H1217 General Capital Expenditures	\$ 0.00	\$ 500,000.00	\$ 500,000.00
Highway Machinery-CR 53 Culvert Replacement H.5120.025001.H1218 General Capital Expenditures	\$ 0.00	\$ 1,000,000.00	\$ 1,000,000.00
Total Capital Projects Fund Appropriations:		\$ 9,340,000.00	

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

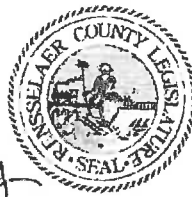
June 13, 2023

Clerk of the Legislature

Sent to County Executive 6/14/23

Received from County Executive 6/16/23

Jerome Herlihy, Deputy
Clerk of the Legislature



Executive Action

Approved ☒

Date 6/15/23

Disapproved ☐

Veto Message Attached and Returned to Clerk

[Signature]
County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date October 10, 2023

Resolution No. G/393/23

RESOLUTION AUTHORIZING A LICENSE AND SERVICE AGREEMENT WITH TYLER TECHNOLOGIES - BUREAU OF PUBLIC SAFETY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Bureau of Public Safety seeks Legislative authorization to enter into a license and service agreement for the Computer Aided Dispatch (CAD)/Mobility/ Records Management Systems (RMS); and

WHEREAS, The Bureau of Public Safety has conducted an evaluation of the current CAD/Mobility/RMS system and determined that an upgrade to a cloud based public safety system is the best option; and

WHEREAS, The Project will be funded with Capital funds available in Public Safety Radios Project H.3097.02500.H.1211 that will close out and fund H.3097.02500.H1219 CAD Project whereas the budget is amended as follows:

CAPITAL PROJECTS FUND REVENUE

<u>APPROPRIATION CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Safety Radio Equipment H.3097.50311.H1211	\$1,500,000	(\$1,056,724)	\$443,276
Public Safety CAD Project H.3097.50311.H1219	\$500,000	\$1,056,724	\$1,556,724

CAPITAL PROJECTS FUND APPROPRIATION

<u>APPROPRIATION CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Safety Radio Equipment H.3097.02500.H1211	\$1,500,000	(\$1,056,724)	\$443,276
Public Safety CAD Project H.3097.02500.H1219	\$500,000	\$1,056,724	\$1,556,724

; and

WHEREAS, The Bureau of Public Safety has selected Tyler Technologies to license the software products and perform services set forth in the investment summary; and

WHEREAS, The purchase is in accordance with the Rensselaer County purchasing and procedures and is funded with appropriation code H.3097.02500.H1219 and the total cost of the CAD project is \$1,555,415.00; and

WHEREAS, The Name and address of the contracting party, the source of funding and the total amount to be funded for this purchase, which shall not exceed budgeted appropriations, are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Public Safety Communications Equipment NYS OGS #PT68722	Tyler Technologies Inc One Tyler Drive Yarmouth, ME 04096	H.3097.02500.H1219	\$1,555,415.00

; now, therefore be it

RESOLVED, That the Rensselaer County Executive or his designee is authorized to sign the above referenced agreement, subject to the approval as form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: 17
Nays: 0
Abstain: 0
October 10, 2023

Clerk of the Legislature

Sent to County Executive 10/11/23

Received from County Executive 10/11/23

Junica R. Chant
Clerk of the Legislature



Executive Action

Approved ☒ Date 10/11/23

Disapproved ☐

Veto Message Attached and Returned to Clerk

ABF. McEl
County Executive



QUOTE NUMBER: 00004671

Quote Date: 15-Sep-2026

Expires: 15-Oct-2026

Safran Trusted 4D Inc.

45 Becker Road

Suite A

West Henrietta, New York 14586

United States

Phone Number: +1 585-321-5800

Email: sales@nav-timing.safrangroup.com

Tax ID: 16-6489991

DUNS: 06-7920074

CAGE Code: 59797

PREPARED BY:

Jenna Baron

jenna.baron@nav-timing.safrangroup.com

PREPARED FOR:

John Mainello

Rensselaer County (Rensco)

jmainello@renscony.gov

518-266-3321

Rensselaer County. NY - NetClock Replacement

Lead Time: 8 Weeks ARO

Please ensure your PO:

- Is made out to Safran Trusted 4D Inc.
- Includes Safran Part Number, with a price and quantity for each line item.
- FCA Shipping Point, Destination Terms not accepted.

QUOTE INFORMATION

MODEL	DESCRIPTION	UNIT PRICE	QTY	TOTAL
2406-013	SecureSync Model 2406-013	\$5,740.00	2	\$11,480.00
<i>SecureSync 2400 Time & Frequency synchronization system with 6 expansion slots for option cards, single fixed AC power supply, OCXO oscillator, and L1 GNSS reference. Includes a SMA to N-type conversion RF cable, front panel mounting ears and quick start guide. Order AC power cord(s) as a no charge line item (for AC power supply configuration only).</i>				
Product Information: Click Here				
CA06R-1513-0001	Power Cord, AC, North America Plug	\$0.00	2	\$0.00
<i>AC Power Cord, North America NEMA 5-15 compliant plug to C13 style coupler (IEC60320),18AWG,10A,250V, 70C. Cost is included in the price of the unit.</i>				
Product Information: Click Here				
1204-49	SecureSync Dual Gigabit Ethernet Option Card	\$2,210.00	2	\$4,420.00
<i>SecureSync 2400 Option Card with (2) Gigabit Ethernet Ports via SFP interfaces (SFP modules not included). Supports NTP capability on each port. Limit 2 per system. This part number shall be used only for Option Cards to be delivered installed in a SecureSync base unit.</i>				
SFP-COPPER	Copper SFP Module	\$160.00	6	\$960.00
<i>SFP Module for copper interface (RJ-45) with 1Gb networks ; Compatible with 1204-32, 1204-49, 1204-4A, Option Card, SecureSync 2400 base unit</i>				
1204-0F	SecureSync Alarm Contact Output Option Card	\$460.00	2	\$920.00

MODEL	DESCRIPTION	UNIT PRICE	QTY	TOTAL
<i>SecureSync Option Card 3x Dry Contact Alarm Relay Outputs. Limit 1 per system. This part number shall be used only for Option Cards to be delivered installed in a SecureSync base unit.</i>				
CA08R-0000-0010	NetClock/NENA type breakout cable for SecureSync 2400	\$290.00	2	\$580.00
<i>SecureSync 2400 input/output breakout cable with NetClock/NENA type interfaces. Provides signal fan out for IRIG AM out (BNC), RS232 in/out (SubD9), RS485 in/out (Terminal Block), from base unit (HD15 connector) and option card 1204-0F (terminal block).</i>				
SBP-31S-406-0G	4 Inch Green 6-Digit IP Clock, PoE	\$1,330.00	3	\$3,990.00
<i>4 Inch Green 6-Digit IP Clock, Power over Ethernet (PoE)</i>				
A-POE-INJECTOR-0	110-220V 50-60 Hz Power Injector	\$120.00	3	\$360.00
<i>110-220V 50-60 Hz Power Over Ethernet (POE) Injector.</i>				
Freight	Freight	\$60.00	1	\$60.00
<i>Freight or Shipping Costs</i>				
			TOTAL	USD 22,770.00

OPTIONAL PRODUCTS

MODEL	DESCRIPTION	UNIT PRICE	QTY	TOTAL
Ext Warranty	Time Extended Warranty	\$588.70	6	\$3,532.20
<i>Extended Warranty - Adding 2 Years for a Total of 7 Years</i>				
Product Information: Click Here				
PSP-1Year	Premium Support Package (PSP) 12 Months	\$1,682.00	3	\$5,046.00
<i>Premium Support Package with in-country terms:</i>				
<i>*24/7 technical customer support if mission critical systems go down</i>				
<i>*Express 24-hour loaner service (loaners are sent out by next business day) For overnight loaner equipment, a comparable unit will be sent (It may not be the exact configuration)</i>				
<i>*Free loaners (normally \$250 /month minimum charge)</i>				
<i>*Priority repair service first class ranking (standard repair is 10-14 days) * Proactive notification of software upgrades (available under Warranty)</i>				
<i>*Free ground shipping of repairs (normally a one way charge).</i>				
<i>Service Support Plans: https://safran-navigation-timing.com/product-support-plans/</i>				
Product Information: Click Here				
PSP-3Year	Premium Support Package (PSP) 36 Months	\$1,598.00	3	\$4,794.00
<i>Premium Support Package with in-country terms:</i>				
<i>*24/7 technical customer support if mission critical systems go down</i>				
<i>*Express 24-hour loaner service (loaners are sent out by next business day) For overnight loaner equipment, a comparable unit will be sent (It may not be the exact configuration)</i>				
<i>*Free loaners (normally \$250 /month minimum charge)</i>				
<i>*Priority repair service first class ranking (standard repair is 10-14 days) * Proactive notification of software upgrades (available under Warranty)</i>				
<i>*Free ground shipping of repairs (normally a one way charge).</i>				
<i>Service Support Plans: https://safran-navigation-timing.com/product-support-plans/</i>				
Product Information: Click Here				

TERMS AND CONDITIONS**Estimated Lead Time:** 08 Weeks**Warranty:** See [Warranty Information](#)**Pricing:** All pricing in USD**Quote Expiration:** 15-Oct-2026**Duties and Taxes:** Responsibility of the purchaser**Installation:** Not included in proposal

Payment Terms: Net 30 days upon credit approval, otherwise payment in advance, prior to shipment. Purchaser is responsible for all bank fees, transportation, and export/import fees.

Shipping Terms: FCA Shipping Point (Incoterms 2020), shipping charges prepaid and added to the invoice

PLEASE BE ADVISED: This Quotation and order acceptance is subject to compliance with all applicable export control laws and regulations (prior authorizations may be required before shipment) and expressly conditioned upon Purchaser's assent to the terms and conditions referenced in this Quotation, unless other terms are agreed upon in writing by Safran. Seller's agreement to sell or otherwise deliver any Products to the Purchaser shall not be deemed or construed to be an acceptance of any of Buyer's terms and conditions nor a waiver of any term set forth herein.

This [Terms and Conditions of Sale](#) are incorporated and made a part of this quote.

ALL PURCHASE ORDERS MUST LIST SAFRAN'S PART NUMBER OR COULD BE SUBJECT TO DELAY OR REJECTION.

Proposal

Quote Number: 774101
 Quote Date: 2026-09-03
 Branch: 20180

Printed On: 2026-09-03 13:56:51
 Page: 1

Customer/Prospect Number - 5483939

RENSSELAER COUNTY-BUREAU OF CENTRAL SRVS
 99 TROY RD
 EAST GREENBUSH NY 12061

Ship To - 5483939

RENSSELAER COUNTY-BUREAU OF CENTRAL SRVS
 99 TROY RD
 EAST GREENBUSH NY 12061

Customer Contact:	ED HEFFERN	Customer Email:	eheffern@renscony.gov
Phone Number:	(518) 906-4299	Delivery Instr:	
Payment Terms:	Net 30		

Quantity	Part Number	Unit Price	Extended Price
1	2406-023 SECURE SYNC MODEL 2406-023	8,051.40	8,051.40
1	CA06R-1513-0001 POWER CORD AC		0.00
2	1204-4A SECURE SYNC QUAD GIGABIT ETHERNET OPTION CARD	3,162.60	6,325.20
1	8230 GNSS OUTDOOR ANTENNA	441.00	441.00
7	SFP-COPPER SFP MODULE M/F COPPER INTERFACE	224.00	1,568.00

Quote valid until:	2026-10-03	Confidential and Proprietary	Sub Total	16,385.60	
Due to potential price increases from manufacturers, including those resulting from tariffs, or other circumstances, prices are subject to change without notice.			Shipping and Handling	TBD	See Note Below
			Tax	TBD	
			Total	16,385.60	
			Total if Paid by Credit Card	16,877.17	
X	Customer Signature				

LEE BECK
 Sales Coordinator
 Lee.Beck@BearCom.com

TROY Branch Office: 800-767-2346

Ask your BearCom Account Executive about special Lease-to-Own financing options through US Bank

Quote does not include programming or installation.

Shipping prepay and add.

Notes:

Credit Card Fees:

- A 3% credit card fee is applicable to all credit card transactions(excluding Connecticut and Massachusetts) to cover processing fees.
- To avoid this charge please speak to your account representative to pay via ACH.

Shipping/Handling/Freight Charges:

- Any Shipping and Handling or Freight indicated on a Quote or Order Acknowledgement is an estimate only.
- Actual Shipping and Handling or Freight may vary or exceed any estimated amount indicated on a Quote or Order Acknowledgement.
- Final Shipping and Handling or Freight amount will be provided on the invoice and will be due in full along with the payment of the order.
- If shipping is required to fulfil the order and freight is not indicated on the quote or order acknowledgement, it will be added to the invoice and will be due in full along with the payment of the order.

Mainello, John

From: Greg DeWolf <greg.dewolf@motorolasolutions.com>
Sent: Monday, June 22, 2026 11:43 AM
To: Mainello, John
Subject: Estimated Netclock Pricing

Warning: Unusual sender <greg.dewolf@motorolasolutions.com>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

John,

Below is estimated pricing for one netclock (hardware only). This is an estimate based on list pricing, with no labor.

For 3 netclocks, the estimated cost is \$73,066.50 plus labor. If you need a formal quote, I can submit a request.

Greg

Quantity	Part Number	Description	MSI List Price		Extended Total
1	04000-24006	SECURESYNC 2400 MASTER CLOCK	\$18,020.00	EA	\$18,020.00
4	04000-11773	CISCO COMP SFP-GB-GE-T	\$63.00	EA	\$252.00
1	04000-24007	PWR SPLY 2400 MASTER CLOCK DC	\$1,459.00	EA	\$1,459.00
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA	\$524.00	EA	\$524.00
1	04000-08231	GPS ANTENNA POST MT KIT	\$201.00	EA	\$201.00
1	04000-08236	GPS PVC POST MNT	\$153.00	EA	\$153.00
1	04000-08228	GPS ANTENNA SURG PROTECTR	\$351.25	EA	\$351.25
1	04000-20601	GND KIT FOR 8226	\$491.25	EA	\$491.25
1	04000-08181	DIGI DSPLY CLOCK AND PWR	\$1,772.00	EA	\$1,772.00
1	04000-13025	CBL GPS ANTENNA 25FT	\$312.00	EA	\$312.00
1	04000-13100	CBL GPS ANTENNA 100FT	\$853.00	EA	\$853.00
			Estimate Total:		\$24,388.50

Gregory D. DeWolf, CPE, ENP
Sr. Account Manager - NG9-1-1
Motorola Solutions, Inc.
M. 315-879-9690
E. greg.dewolf@motorolasolutions.com
[Find Me on LinkedIn](#)



For more information on how and why we collect your personal information, please visit our [Privacy Policy](#).

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Bayly, Hoffman, Fleming

Sent To: Budget & Finance

Committee

Date October 13, 2026

Resolution No. G/12

RESOLUTION AUTHORIZING THE CHIEF FISCAL OFFICER TO SELL REAL PROPERTY AT PUBLIC AUCTION – BUREAU OF FINANCE

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Pursuant to Resolution G/43/84 of the Rensselaer County Legislature, enforcement of delinquent tax liens was authorized pursuant to the provisions of Article Eleven of the Real Property Tax Law of the State of New York; and

WHEREAS, Pursuant to the provisions of Article Eleven of the Real Property Tax Law of the State of New York, the Chief Fiscal Officer is the enforcing officer with respect to the enforcement of delinquent tax liens held by the County of Rensselaer; and

WHEREAS, The Chief Fiscal Officer has requested the authority to sell real property to be acquired by the County of Rensselaer through foreclosure of delinquent tax liens at public auction under the terms of sale annexed hereto and made a part hereof by reference, and has further requested the authority to fix minimum bids to be received at such public auction; now, therefore, be it

RESOLVED, That the Chief Fiscal Officer of the County of Rensselaer, New York, shall be and hereby is authorized, directed and empowered to sell at public auction those parcels designated under List No. 1 for the Year 2025 (Rensselaer County Clerk's Index Number EF2025-280134) and acquired by the County of Rensselaer pursuant to the provisions of Article Eleven of the Real Property Tax Law of the State of New York, the judgment of the Rensselaer County Court and the deed executed and recorded in accordance with the provisions of such judgment; and, be it further

RESOLVED, That the Chief Fiscal Officer of the County of Rensselaer, New York, shall be and hereby is authorized, directed and empowered to fix minimum bids for all such parcels to be sold at public auction; and, be it further

RESOLVED, That the County Executive of the County of Rensselaer, New York, shall be and hereby is authorized and empowered to execute quitclaim deeds and all other required legal forms and documents in a form approved by the County Attorney with respect to those parcels of real property sold at public auction to the purchasers thereof in the name of and on behalf of the County of Rensselaer, New York; and, be it further

RESOLVED, That this Resolution shall constitute the Legislative approval and confirmation of such sales as the same may be required by the Real Property Tax Law.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Authorizing the Chief Fiscal Officer to sell Real Property at Public Auction.

Requested by: Bureau of Finance

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 0 current year
 \$ 0 second year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): N.A.
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____ . Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____ . Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
 Principal \$ 0
 Total projected interest costs \$ 0.
 - d) Tax levy impact for current year: \$ 0.
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No _____
- 4) Length of expense or project (one time only, ongoing, etc.): None
- 5) Justification for the appropriation/expenditure requested.

This resolution will generate revenue to the County. All auction costs and expenses related to the advertising, marketing and services rendered by the auctioneer will be paid through a buyer's premium. The buyer's premium will be paid directly to the auctioneer.

Department Head

Tom Santandera

LEGISLATIVE FISCAL IMPACT STATEMENT

Exhibit A
Rensselaer County Bureau of Finance
List of Delinquent Taxes for 2020 and Subsequent Years

Town	In Rem #	Tax Map ID	Owner(s)
Berlin	3	119.-1-30	Yerton Karen L
Brunswick	4	102.5-1-4	Favour Patricia A
East Greenbush	6	166.7-1-9	Bouchard Alison Marie
East Greenbush	9	144.-1-7	East Albany Capital, LLC 
East Greenbush	13	155.13-8-9.12	Lasher Junann, Glass June
East Greenbush	14	178.-2-1	Nebres Jose F, Samala Engracio
Grafton	17	96.-2-29.4	Baker Geoff, Baker Melissa
Grafton	18	85.3-5-18	Hoffman James, McCarthy Nikkolaus
Grafton	19	85.3-1-6	Honradez Invt Group LLC
Hoosick	22	27.10-3-10	Andrew Leslie E
Hoosick	23	27.18-9-12	Dufty Ellen J
Hoosick	25	18.-1-14	Niles Wilma G
Hoosick	26	46.-1-34	Quell Walter H
Hoosick	28	18.-1-25	Sprague Dakota
Nassau	29	182.-3-8.132	Bond Eileen M
Nassau	31	202.-4-1	Light Barbara J
North Greenbush	35	144.-10-4.1	East Albany Capital LLC 
North Greenbush	39	124.-5-37	Tansey Margaret J
Peterburgh	40	96.-1-4	Bull Thomas P, Bull Rose M
Peterburgh	42	109.-1-5.4	Johnson David
Pittstown	44	63.-1-12	Bonesteel Lois B, Briggs David W
Pittstown	47	44.-1-5	Hysler Paulette E
Pittstown	48	52.-2-10.1	Kershaw John Del
Poestenkill	52	127.-1-84	Catlin Barry N, Catlin Barry N Jr
Sand Lake	57	147.1-2-20	Chalecki Bernard W Jr
Sand Lake	59	139.-2-7	Stenowich Amanda M
Schaghticoke	63	70.11-3-48	Getter Brendan
Schaghticoke	66	70.15-5-11	Tasso Gene
Schodack	67	198.19-4-4	19 Green Ave Land Trst, GSC Properties LLC
Schodack	68	169.-1-21	Alber Theresa M
Schodack	71	225.1-1-22	Brown Kimberly L
Schodack	76	188.-5-24.3	Paige Jr Contracting Inc John
Schodack	77	191.3-1-6	Rivers James W
Schodack	79	190.4-2-8	Schille Louise
Schodack	80	198.16-5-69	Scott Avenue LLC.
Schodack	83	201.12-9-12	Terrarosa Marie
Schodack	84	198.15-1-52	Todd Thomas
Schodack	86	199.4-4-25	Warriach Hamza

Schodack	88	210.-7-41.13	Woytowich Nancy B, Wyotowich, Peter
Stephentown	92	174.-1-20.59	Goucher Michael R, Goucher Mary L
Stephentown	93	206.-2-7	Salitan Sadwith Lucille
Stephentown	94	214.-1-8	Schmidt Geralyn, Monteramano James

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 13, 2026

Resolution No. G/13

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ALLOCATION FROM NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE AND AMENDING THE 2026
RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF SOCIAL SERVICES**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The New York State Office of Temporary and Disability Assistance ("OTDA") established an initiative, The Family-Centered Case Management Services ("FCCMS"), for districts to hire additional staff to support the needs of families whose circumstances require a more intensive level of case management to stabilize their households and transition toward greater financial security; and

WHEREAS, The target population includes households with complex needs such as mental health conditions, developmental disabilities, substance use disorders, homelessness and/or those experiencing domestic violence; and

WHEREAS, Resolution G/465/25 authorized the acceptance of the Rensselaer County Department of Social Services ("Department") first FCCMS allocation; and

WHEREAS, An additional \$17.2 million was appropriated in the 2026-2027 New York State Budget for Local Social Services Districts to hire staff or retain those hired in the previous program year; and

WHEREAS, The Department received approval from OTDA and is eligible to receive \$329,345.81 for the program year beginning July 1, 2026 through June 30, 2027; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced award, together with any and all documents for such award, including any and all no cost extensions of such award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUES

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Social Services Administration-SA			
A.6010.46101.FCCMS	\$ 320,544.00	\$ <u>329,345.00</u>	\$ 649,889.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Social Services Administration-SA			
<u>Equipment</u>			
A.6010.02400 Other Equipment	\$ 71,962.00	\$ 2,439.00	\$ 74,401.00
Total Equipment...	\$ 71,962.00	\$ 2,439.00	\$ 74,401.00
<u>Contractual</u>			
A.6010.04010 Travel	\$ 147,352.00	\$ 13,311.00	\$ 160,663.00
A.6010.04500 Special Dept Supplies	\$ 13,440.00	\$ 3,000.00	\$ 16,440.00
A.6010.04749 Transportation Client	\$ <u>108,288.00</u>	\$ <u>6,825.00</u>	\$ <u>115,113.00</u>
Total Contractual...	\$ 269,080.00	\$ 23,136.00	\$ 292,216.00

Department of Social Services - General Services

Personnel Services

A.6012.01007			
Caseworker	\$ 2,026,925.00	\$ 139,305.00	\$ 2,166,230.00
Senior Caseworker	\$ <u>285,822.00</u>	\$ <u>76,991.00</u>	\$ <u>362,813.00</u>
	\$ 2,312,747.00	\$ 216,296.00	\$ 2,529,043.00

Fringe

A.6012.08001 State Retirement	\$ 840,471.00	\$ 30,000.00	\$ 870,471.00
A.6012.08002 Vision	\$ 4,528.00	\$ 250.00	\$ 4,778.00
A.6012.08003 Social Security	\$ 511,681.00	\$ 16,550.00	\$ 528,231.00
A.6012.08004 Workers Comp	\$ 11,131.00	\$ 350.00	\$ 11,481.00
A.6012.08005 Unemployment Insuranc	\$ 7,283.00	\$ 225.00	\$ 7,508.00
A.6012.08006 Medical Insurance	\$ 1,240,440.00	\$ 39,599.00	\$ 1,280,039.00
A.6012.08007 Dental	\$ <u>17,425.00</u>	\$ <u>500.00</u>	\$ <u>17,925.00</u>
	\$ 2,632,959.00	\$ 87,474.00	\$ 2,720,433.00

\$ 329,345.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature

Executive Action

Approved_____ Date_____

Disapproved_____

Veto Message Attached and Returned to Clerk

County Executive



LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: RESOLUTION ACCEPTING AN ALLOCATION FROM NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE AND AMENDING THE 2026 ADOPTED RENNELLAER CC

Requested by: Department of Social Services

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 329,345 current year
\$ similar ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): federal funding
 - a) For federal funding: amount \$ 329,345 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0 and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): anticipated to be ongoing
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: _____
The Department is experiencing a dramatic increase in the homeless population. Many singles and families present with obstacles that prevent them from achieving permanent housing. This initiative is helping to tackle the problem at the cause of the homelessness rather than simply finding temporary housing which is supposed to be short term but often times is not. Long term goal is to minimize the much higher cost of temporary housing for less expensive permanent housing.

Department Head

Michael P. McMahon



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Commissioner

RAJNI CHAWLA
Executive Deputy Commissioner

August 17, 2026

Michael McMahon
Commissioner
Rensselaer County Department of Social Services
127 Bloomingrove Drive
Troy, NY 12180

Dear Commissioner McMahon:

I am pleased to inform you that Rensselaer County's Family-Centered Case Management Services (FCCMS) program plan has been approved effective August 17, 2026. Rensselaer County will receive \$329,345.81 for the period beginning July 1, 2026, through June 30, 2027.

The terms of the plan are approved with the understanding that amendments to the plan may be granted only with approval from the Office of Temporary and Disability Assistance (OTDA). A copy of the approved plan is enclosed with this letter.

If you have any questions or need additional information regarding the FCCMS initiative, please contact Kyle Miller at Kyle.Miller2@otda.ny.gov or (518) 473-1457.

Sincerely,

A handwritten signature in black ink that reads "Paula M. Cook".

Paula Cook
Deputy Commissioner
Employment and Income Support Programs

Enclosures

cc: Lisa Kelleher
Stephanie Boshart
Tara Wood
Stacey Nodelman
Melissa Alexander
Teah Cerina
Kyle Miller
Scott Ladd
Michael Kendall



Local Commissioners Memorandum

Section 1

Transmittal:	26-LCM-12
To:	Social Services District Commissioners
Issuing Division/Office:	Employment and Income Support Programs
Date:	June 24, 2026
Subject:	Allocations for SFY 2026-2027 Family-Centered Case Management Services
Contact Person(s):	Kyle Miller (Employment and Advancement Services): Kyle.Miller2@otda.ny.gov or (518) 473-1457
Attachments:	Attachment A – 2026-2027 FCCMS Allocations by District Attachment B – 2026-2027 FCCMS Program Plan Template Attachment C – 2026-2027 FCCMS Budget Outline Template

Section 2

I. Purpose

The New York State Fiscal Year 2026-2027 Budget appropriates \$17.2 million in Temporary Assistance for Needy Families (TANF) funds for social services districts (districts) to hire Family-Centered Case Management Services (FCCMS) staff or retain those hired during the previous FCCMS program year. The purpose of this Local Commissioners Memorandum (LCM) is to notify districts of their allocations, to provide guidance for use of this funding, and to request that each district submit an updated or new plan for administration of their FCCMS program to the Office of Temporary and Disability Assistance (OTDA) by no later than **Friday, August 7, 2026**. Each district is expected to ensure its use of these resources adheres to the guidelines established in this LCM, as expenditures deviating from these guidelines will not be reimbursed.

II. Background

FCCMS was established in 2024 for districts to hire additional staff to support the needs of families whose circumstances require a more intensive level of case management to stabilize their households and transition toward greater financial security. The target population includes households with complex needs such as mental and physical health conditions, developmental disabilities, substance use disorders, homelessness and/or those experiencing domestic violence.

III. Program Implications

District Allocations

A total of \$17.2 million has been made available in the enacted State Fiscal Year (SFY) 2026-27 budget to support FCCMS. This amount reflects the same level of funding as each of the past two State Fiscal Years. While funding is subject to legislative enactment each year, continuing support for FCCMS is expected.

The program year 2026-27 FCCMS allocations are listed per district in Attachment A. The funding allocation levels for each district were calculated based on caseload size and remain consistent with the amounts from prior program years, to ensure that districts may retain the same operations and staffing levels approved in their previous Program Plans. While the 2026-27 FCCMS budget provides the same base allocations for each district as the 2025-26 program year, OTDA understands that some districts who have fully claimed their allocations may need additional funding to support increased staff costs. Districts who are on track to claim their entire allocation for the 2025-26 program year and anticipate the need for additional funding for increased costs for current staff in the 2026-27 program year should submit a written request and justification along with their completed plan and budget no later than August 7, 2026. OTDA will consider and attempt to accommodate these requests if program funding is available.

Alternately, if a district is certain that they will not be submitting a plan proposal to utilize their FCCMS funding for 2026-27, they must send OTDA a written statement formally declining their allocation for the program by August 7, 2026.

Program Plans

To access the FCCMS funding for the 2026-27 program year, districts must submit a Program Plan (Attachment B) that provides an overview of their proposal for administering their FCCMS program, and a Budget Outline (Attachment C) breaking down how their allocation will be utilized, including estimates of any allocated overhead costs. This includes districts who have established an ongoing FCCMS program from previous program years. These districts are encouraged to review their previously approved plan and budget with consideration towards how their program needs might have changed or evolved. Districts have discretion to keep their FCCMS program design the same in the 2026-27 program year or to change any aspect of the plan as they see fit, if it still follows program guidelines and does not exceed the district's allocation amount plus any approved request for a staffing cost adjustment. For instance, districts who previously budgeted for costs more closely associated with implementation efforts could adjust their 2026-27 budgets to use more funds for programmatic expenses.

Districts are also permitted to claim as non-administrative expenses some non-recurring purchases for items and services provided directly to FCCMS participating families to meet emergency needs or help them attain housing or financial stability. Examples of these purchases include, but are not limited to, personal care items, toiletries and cleaning supplies; covering fees such as for housing applications, credit reports and to obtain identification; bus passes, cab fare and rideshares to attend FCCMS appointments; clothing for interviews; haircuts and head lice treatment; bedding and some furniture items; and baby items and children's needs such as strollers, car seats and pack-and-plays and

sleep sacks. The combined cost of all purchases provided directly to clients must not exceed 3% of the district's total budget for FCCMS and funding cannot be used for regular recurring expenses. Districts should provide justification for these items in their Budget Outline like any other non-salary expense and explain how they support FCCMS operations in their Program Plan.

Consideration should be given as to how to best use FCCMS staff to link participating households to existing resources and avoid duplication of effort. The Program Plan should state the overarching objective the district intends to achieve with this funding, break down the estimated distribution of funds by number of staff the plan supports, indicate the credential level/specializations of these staff (actual or prospective), identify the programs and services the staff would be involved in providing, and describe the target population the district plans to serve through its FCCMS initiative. Districts must identify their non-salary costs in the Program Plan, which should align with those costs in the baseline budget.

Districts must collaborate with the county mental hygiene department's Director of Community Services (DCS) in developing their FCCMS operations. The Program Plan must include documentation that services will be coordinated with Single Point of Access (SPOA) and Children's Single Point of Access (CSPOA) and not duplicate these resources. Districts must also coordinate with any existing Children's System of Care infrastructure with the county DCS. A list of DCS contacts for every county mental hygiene department can be found at https://www.clmhd.org/contact_local_mental_hygiene_departments/.

FCCMS Program Plans, Budget Outlines, allocation increase requests and district declinations must be submitted to Kyle Miller at Kyle.Miller2@otda.ny.gov no later than August 7, 2026. To expedite review, please consider highlighting changes from the prior year's plan.

Program Design

The FCCMS initiative provides funding intended to support credentialed or appropriately experienced staff in each district to provide a range of case management services for TANF-eligible families. Districts have flexibility in determining how their FCCMS staff would best be utilized to support local program and client population needs. Districts may have these staff support their general Family Assistance (FA) and/or Safety Net Assistance Maintenance of Effort (SNA-MOE) applicant and recipient populations (case types 11, 12, and those type 16 and 17 that are SNA-MOE [i.e., State charge code 63 or 64]). They could also choose to target the program toward a specific FA or TANF 200% eligible population for whom there is a marked need for additional resources, such as families experiencing homelessness. Activities recommended by OTDA for FCCMS staff include, but are not limited to:

- Providing assessments to determine whether individuals need specialized services to progress and potentially identifying unaddressed treatment, rehabilitation and support needs to guide employment planning;
- Assisting individuals with complex care needs in navigating State and federal benefits programs to ensure they receive all benefits to which they're entitled and do not fall out of program compliance;

- Connecting clients with behavioral health needs to SPOA and CSPOA. Where appropriate, helping clients through the process of applying for Supplemental Security Income(SSI) and/or Social Security Disability Insurance(SSDI) benefits and obtaining the necessary documentation;
- Working with district workers or local representatives in the New York State Office of Children and Family Services (OCFS) to help connect families to Preventive Services in situations where there is a risk of child welfare involvement. Preventive Services are supportive and rehabilitative services available to help families avoid the need for a child to be placed into foster care, or to reunite with children already in the foster system;
- Identifying client treatment, rehabilitation and support needs and linking them to the necessary providers while acting as liaison to ensure the treatment is appropriate and consistent with their goals for family stabilization and well-being. Monitoring individuals' ongoing progress and ensuring they receive supportive services to attend appointments when needed;
- When appropriate, providing direct support to assist individuals currently undergoing crisis situations, including crisis intervention and connection to local crisis services, same-day assistance navigating the process of applying to have immediate needs met, or peer navigation;
- Working with district workers to determine the types of activities and the number of hours to include in applicant/recipient employment plans and providing ongoing guidance in case decision-making and how to interact effectively with individuals;
- Training staff how to best identify and work with individuals and families with issues such as mental health, substance use, homelessness, and domestic violence. Coordinate with domestic violence liaisons and court advocates on appropriate case management for families impacted by domestic violence;
- Identifying and maintaining partnerships with other community-based treatment and supportive service providers to ensure a strong referral network is in place. Participating actively in any existing Children's System of Care infrastructure in collaboration with the local DCS. This is critical to ensuring that local funding and resources are coordinated and utilized for maximum benefit. It is important that staff hired through this initiative believe that recovery is possible and strive for seamless service provision and "warm handoffs" for the families served;
- Coaching households on locating and retaining housing, including building positive relationships with landlords and temporary housing providers; and
- Providing case management for unhoused families placed in hotels/motels where there is not a service provider present.

FA and SNA-MOE individuals and families determined to be in need of these services should be directed to the FCCMS staff through referrals by their initial case manager/district worker as outlined by the district's FCCMS Program Plan. Case managers/district workers should make the referrals whenever potentially complicated barrier issues are identified, or when a client/family is struggling to meet eligibility requirements, engage in their plan for

employability (for instance, if they are approaching program time limits or have a sanction or other non-compliance they don't appear to be attempting to resolve), or comply with the requirements of their Independent Living Plan (ILP) as required to remain in temporary housing.

Staff Recruitment

For districts whose 2026-27 Program Plans call for hiring new or additional FCCMS staff, OTDA strongly encourages contacting and partnering with local educational institutions that train Master's-level and other appropriately licensed clinical counselors. These institutions represent a strong recruitment source for case management staff positions, as well as potential partners for initiatives to expand the FCCMS program for the benefit of all parties, such as internships placing Master's program students with the districts. However, districts are not precluded from hiring staff who do not hold specific educational credentials if the individual(s) possess the appropriate work and/or lived experience as well as the knowledge, skills, and ability to do the job. For instance, some districts have hired a Peer Navigator/Advocate to work with their FCCMS families. Staff should be culturally competent and have training in trauma-informed practices.

Districts also have the option to staff and administer their FCCMS program through contracts with other agencies, service providers or local nonprofit organizations in lieu of hiring the staff in-house. This option has been helpful to smaller districts who experience administrative challenges going through the county-level hiring process, and several have successfully pivoted to launching an FCCMS program with a contractor after initially being unable to hire staff as county civil service employees.

Target Population/Eligibility

FA and/or SNA-MOE applicant and recipient populations (case types 11, 12, and those type 16 and 17 that are SNA-MOE), or a specific FA or TANF 200% eligible population for whom there is a marked need for additional resources are eligible to be served by the FCCMS staff supported through this funding. If a district chooses to utilize staff for FCCMS that are also assigned to programs other than FCCMS, their salaries must be cost-allocated appropriately. Consistent with TANF guidelines, OTDA has set a 15% spending limitation on administrative costs. It is expected that because the staff hired through this initiative are providing direct services, their salaries and most of the costs associated with the program will be considered non-administrative. However, OTDA acknowledges that some program expenses may fall under the definition of administrative costs. Non-administrative (program) costs and administrative costs are defined as follows:

- Non-administrative (program) costs are the direct salaries and fringe benefit costs of the staff providing direct services; providing program information to clients; developing employability plans, providing work activities and work subsidies for eligible program participants; providing post-employment services and work supports; and performing case management services. Non-salary costs of staff performing work activities that are considered programmatic are also allowable program costs. Non-salary costs may include, but not be limited to travel, training expenses, postage, utilities, rental costs, maintenance, supplies, and equipment. Contracts whose main purpose is to provide services defined as program costs as above are considered program as well.

- Administrative costs are the salaries, fringe benefits, and non-salary costs of staff performing activities related to eligibility determinations; preparing program plans, budgets, and schedules; monitoring programs and projects; performing procurement activities; providing public relations; performing accounting, legal, payroll and personnel activities; property management; and preparing reports and other documents.

Community of Practice and Reporting

In 2025, OTDA established a statewide Community of Practice intended for all districts' FCCMS staff and other stakeholders in the program. This Community hosts Quarterly discussion-driven meetings that are a space for the workers who are involved in day-to-day case management to share best practices, give updates on the progress of their district FCCMS initiatives, report what training/resources they might need from OTDA and other agencies, and discuss issues and case trends they encounter in their regions. To notify OTDA with the contact information to add any new staff to the Community of Practice, contact Kyle Miller at Kyle.Miller2@otda.ny.gov. All districts participating in FCCMS are strongly encouraged to have one or more designated staff represent them in the Community meetings.

Each district that operates an FCCMS program is also responsible for submitting an annual report to OTDA providing information on district progress in applying this funding towards their stated initiatives. This report contains information on the nature of the services provided by the staff hired under the program, the number of referrals made and households who received services and pertinent data on recipients' outcomes such as connections to services, sanctions resolved, housing located and retained, and entries to employment.

IV. Claiming

Districts must follow eligibility requirements for use of these funds as described in this LCM.

Expenditures for this project should be claimed through the RF17 special project claim package for the month(s) that the expenditures were made. These costs are first identified on the RF2A claim package as F17 functional costs and reported in the F17 column on the LDSS-923 "Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries" and the LDSS-2347 "Schedule D DSS Administrative Expenses Allocation and Distribution by Function and Program" (Schedule D). After finally accepting the RF2A claim package, the individual project costs are then reported under the project label FAM CEN 2026 on the RF17.

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the LDSS-4975A "RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs" while overhead costs are automatically brought over from the RF2A, Schedule D and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on this project must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on page 1 of the LDSS-923B "Summary - Administrative Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs."

Program costs should be reported as object of expense code 37 - Special Project Program Expense on page 2 of the LDSS-923B "Summary - Program Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs."

Total project costs should be reported on the LDSS-4975 "Monthly Statement of Special Project Claims Federal and State Aid (RF-17)" as 100% Federal Share and will be reimbursed up to the amount of each district's allocation.

To receive reimbursement, claims for expenditures of FAM CEN 2026 for the period July 1, 2026, through June 30, 2027, must be final accepted in the Automated Claiming System (ACS) by December 31, 2027.

Further instructions for completing time studies; the LDSS-923, LDSS-923B and Schedule D; and the RF17 claim package are found in Chapters 4, 7, and 18, respectively, of the Fiscal Reference Manual (FRM) Volume 3. The FRMs are available on-line at: <https://intranet.otda.ny.gov/bfdm/finance/>.

Claiming contacts:

Regions 1-5: Justin Gross: 518-474-7549 or otda.sm.field_ops.i-iv@otda.ny.gov

Region 6: Michael Simon: 212-961-8250 or michael.simon@otda.ny.gov

Issued By:

Name: Paula Cook

Title: Deputy Commissioner

Division/Office: Employment and Income Support Programs / Office of Temporary and Disability Assistance

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Bayly, Hoffman, Fleming

Sent To: Budget & Finance

Committee

Date October 13, 2026

Resolution No. G/14

RESOLUTION AUTHORIZING AND DIRECTING THE RENSSELAER COUNTY CHIEF FISCAL OFFICER TO CORRECT THE 2026 SCHOOL TAX ROLL FOR BRUNSWICK CENTRAL SCHOOL DISTRICT - BUREAU OF TAX SERVICES

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Pursuant to Article 5, Section 554 of the New York State Real Property Tax Law, the tax levying body at a regular or special meeting, upon the presentation of an application filed pursuant to this section, shall examine the application and approve said application where it is determined that an error does exist; and

WHEREAS, Based upon the recommendation of the Director of the Bureau of Tax Services, the following parcel has been found to contain an error that is correctable and or refundable pursuant to the aforementioned section of the New York State Real Property Tax Law; specifically, a Clerical Error Section 5502.(e); An incorrect entry due to a mistake in the transcription of a pro-rated tax; now; therefore, be it

RESOLVED, That the Rensselaer County Chief Fiscal Officer is hereby authorized and directed to correct the 2026 Brunswick Central School District Tax Roll by making the following correction to the 2026 School Tax Bill and chargeback the appropriate amounts to the appropriate taxing jurisdiction.

BRUNSWICK CSD

ASSESSED TO

Estate of Orcelia M.
Sherman

TAX MAP NUMBER

91.1-3-2

TAXES

BILLED

\$20,761.92

CORRECTED

BILL

\$5,731.92

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive



Application for Corrected Tax Roll

RP-554
(12/19)

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners Estate of Orcelia M Sherman		
Mailing address of owners (number and street or PO box) 4 Brunswick Park Dr		Location of property (street address) 4 Brunswick Park Dr.
City, village, or post office Troy	State NY	ZIP code 12180
Daytime contact number		Evening contact number
Account number (as appears on tax bill)		Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 91.1-3-2
		Amount of taxes currently billed 20,761.92
Reasons for requesting a correction to tax roll: Clerical Error RPTL Sect. 550 (2e) A transcription error of a Pro Rated tax amount. New Pro Rated (PR003) amount is \$1,671.03. Taxable Value stays the same 47,100.		

I hereby request a correction of tax levied by Brunswick CSD for the year(s) 2026-2027.
(County, city, village, etc.)

Signature of applicant	Date
------------------------	------

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received	Period of warrant for collection of taxes
Last day for collection of taxes without interest	Recommendation Approve application ☐ Deny application ☐
Signature of official	Date

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of Brunswick who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Part 3 – For use by the tax levying body or official designated by resolution _____:
(insert number or date, if applicable)

Application approved (mark an X in the applicable box):

Clerical error ☒ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes currently billed 20,761.92	Corrected tax 5,731.92
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

Application denied (reason): _____

Signature of chief executive officer, or official designated by resolution	Date
--	------

Rensselaer County Tax Services

Correction

Date: 9/24/2026
 School Code: 382202
 School Name: Brunswick CSD
 Tax Year: 2026
 Owners Name: Sherman, Estate of Orcelia M
 Tax Map ID: 91.1-3-2

General Taxes	Taxable Value	Tax Rate	Tax Due
---------------	---------------	----------	---------

School District - Brunswick CSD	47,100	86.021595	4,051.62
School Library -	47,100	0.196859	9.27
Pro rate/Omitted			1,671.03
Plus Penalties - Town 2%		2.00%	
Plus Penalties - County 7%		7.00%	
Relevy School			
Relevy Village			
Less Basic Star			
Less Enhanced Star			
Total Taxes Due			5,731.92

Correct Tax Bill	5,731.92
Amount Billed	20,761.92

Resolution	(15,030.00)
------------	-------------

Pro Rate was entered incorrectly on the parcel. Resolution needed.

Jayne M Tarbox, Rec. of Taxes
336 Town Office Rd
Troy, NY 12180

**BRUNSWICK CENTRAL SCHOOL DISTRICT
2026 - 2027 SCHOOL TAX BILL**

BANK CODE	BILL NO	SEQUENCE NO	PAGE NO	ROLL SECT	ACCOUNT NO
	001848	1306	1 OF 1	1	215J193510
FISCAL YEAR			WARRANT DATED		SWIS CODE
7/1/2026 - 6/30/2027			9/1/2026		382200
ESTIMATED STATE AID				SEE REVERSE SIDE FOR MORE INFORMATION	
SCHL	14,335,218				
FOR YOUR INFORMATION					



1290

* 91.1-3-2 001848
Sherman Orcelia M
4 Brunswick Park Dr
Troy, NY 12180

**

No penalty if paid or postmarked by 09/30/2026
2% must be added if paid 10/1/26-11/2/26
11/3-11/30/26 call County 518-270-2773 for \$ Due
ECHECK \$2 flat fee (checking account)
online & payment info at egov.basgov.com
Phone 518-279-3461x110

IN
PERSON
PAYMENT

Town Office 9am-4pm Weekdays
Lock Box outside of Town Office 24/7
print or pay online at egov.basgov.com

PROPERTY DESCRIPTION & LOCATION	
TAX MAP NO.	91.1-3-2
LOCATION	4 Brunswick Park Dr
DIMENSIONS	FR: 75.00 D: 150.00 A: 0.28
SCHOOL DIST	Brunswick CSD 084
PROPERTY CLASS	1 Family Res

EXEMPTION	TAX PURPOSE	VALUE	EXEMPTION	TAX PURPOSE	VALUE
THE ASSESSOR ESTIMATES THE FULL MARKET VALUE OF THIS PROPERTY AT:					318243
THE UNIFORM PERCENTAGE OF VALUE USED TO ESTABLISH ASSESSMENTS IS:					14.80%
THE ASSESSED VALUE OF THIS PROPERTY IS:					47100

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE PRIOR YEAR	TAXABLE ASSESSED VALUE	TAX RATE PER \$1,000	TAX AMOUNT
HOMESTEAD PARCEL					T
TOWN OF Brunswick					
School Tax	16,194,879	3.6	47,100.00	86.021595	4,051.62
Library Tax	37,000	0.0	47,100.00	.196859	9.27
Prorated Tax: School			0.00		16,701.03

LATE PAYMENT SCHEDULE ON TOTAL TAX DUE			
IF PAID BY	11/02/2026		
PENALTY	415.24		
TOTAL DUE	21,177.18		

TOTAL TAX	20,761.92
DUE BY:	09/30/2026

BILL NO. 001848 TAX MAP NO. 91.1-3-2 ACCOUNT 215J193510 BANK CODE
LOCATION 4 Brunswick Park Dr

TAXES PAID BY CHECK ARE SUBJECT TO COLLECTION

LATE PAYMENT SCHEDULE ON TOTAL TAX DUE

	11/02/2026		
	415.24		
	21,177.18		

☐ IF YOU WISH TO RECEIVE A RECEIPT FOR PAYMENT OF THIS TAX BILL, PLACE AN "X" IN THE BOX AND RETURN THIS ENTIRE BILL WITH YOUR PAYMENT

DUE BY
09/30/2026

AMOUNT
20,761.92

MAKE CHECKS, DRAFTS OR MONEY ORDERS PAYABLE TO:

Jayne M Tarbox, Rec of Taxes
or Brunswick Rec of Taxes
336 Town Office Road
Troy, NY 12180

BILL NO.
001848

BRUNSWICK CENTRAL SCHOOL DISTRICT
2026 - 2027 SCHOOL TAX BILL

* 91.1-3-2 001848
Sherman Orcelia M
4 Brunswick Park Dr
Troy, NY 12180

THIS AREA FOR OFFICE USE ONLY	
Paid By: _____	Cash ☐ _____
Date: _____	Check ☐ _____
Received By: _____	Other ☐ _____

0215J19351020260001848000207619209302600000415246

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/23

RESOLUTION CLASSIFYING ACTION TO UNDERTAKE A CERTAIN PROJECT AS TYPE II ACTION NOT SUBJECT TO SEQR REVIEW – BUREAU OF CENTRAL SERVICES

WHEREAS, The County of Rensselaer (the "County") desires to undertake building, energy performance and related improvements at the Rensselaer County Sewer District # 1, Foot of Water Street, Troy, NY 12180 including facility improvements and replacement of building roofs (collectively the "Project"); and

WHEREAS, Pursuant to Article 8 of the Environmental Conservation Law, as amended, (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended, (the "Regulations"), the County desires to comply with the SEQR Act and the Regulations with respect to the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COUNTY LEGISLATURE OF THE COUNTY OF RENSSELAER, NEW YORK AS FOLLOWS:

1. The Project and expenditures therefor constitute a "Type II Action" as defined in Regulation 6 NYCRR 617.5(c)(29) and no further action under the SEQR Act and the Regulations is required.
2. This Resolution shall take effect immediately.
3. The foregoing Resolution was thereupon declared duly adopted.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/24

**RESOLUTION AUTHORIZING AN AMENDMENT TO AN ENERGY PERFORMANCE AGREEMENT
WITH SIEMENS INDUSTRY, INC., FOR IMPROVEMENTS RELATED TO THE RENSSELAER
COUNTY WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS AND ROOF
REPLACEMENTS SIEMENS PUBLIC, INC. - RENSSELAER COUNTY SEWER DISTRICT NO. 1**

WHEREAS, Article 9 of the New York Energy Law (the "Act") authorizes municipalities and school districts to enter into contracts for the provision of energy services, including but not limited to, electricity, heating, ventilation, cooling, steam or hot water, in which a person agrees to install, maintain, or manage energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility in exchange for a portion of the energy savings or revenues; and

WHEREAS, Rensselaer County ("County") issued a Request for Proposals (RFP-13-37) for a performance-based energy savings and operations plan for various county facilities; and

WHEREAS, Based on the evaluation of the proposals, Siemens Industry, Inc. ("Siemens Industry") was selected to develop and implement a performance-based energy savings and operations plan; and

WHEREAS, Siemens Industry has identified and provided the County with a plan to facility improvement measures which sets forth certain energy performance and related facility improvement measures for the County Wastewater Treatment Plant, Digester Structural Roof Replacement: Remove digester 1 from service. Remove sludge from the tank and clean thoroughly to create an environment safe for entry by contractors. Remove digester gas piping, hatches and the pre-cast plank roof system. Interior piping remains as is. All existed deck penetrations will be re-installed. Modify the tops of the concrete tank walls to accept a cast-in -place concrete roof with a joint intended to cut off methane leakage. Construct a new cast-in-place concrete roof with integral beams for support and penetrations for piping and hatches. Coat the underside of the concrete roof with an appropriate product for the environment and patch existing coatings on the walls if possible, or remove and replace, if necessary, based on the coating system manufacturer' s recommendations. Install new 4" stainless steel gas piping & insulation/covering with new isolation valves in each line Remove and re-install vent trees and replace existing valves at the base with new DeZurik valves. Replace same valve at vent tree of digester #4. Remove and do not replace 3 foaming tanks. Remove and re-install thermal dispersion flowmeters Once pressure test passes, refill

tank with sludge and place it into service. Repeat the above steps for digesters 2 & 3 separately.

Membrane Roofing replacement: Roofs at building numbers 4, 5, 6, and 7 will have all existing spray foam removed down to the deck and will be replaced with new rigid insulation, 60 mil membrane and flashings at penetrations and perimeter. New roofing system will be building code conforming and meet energy codes. The work will be sequenced to maintain dry space within the buildings. Solid s Building existing membrane roof and rigid insulation will be replaced with new rigid insulation, 60 mil membrane and flashings at penetrations and perimeter. The Dryer building roof and the three digester tank roofs are not scheduled for replacement. New roofing system will be building code conforming and meet energy codes. The work will be sequenced to maintain dry space within the buildings. Asbestos investigation/ survey is required to be completed by the county and if discovered, abatement is not included; and

WHEREAS, The County seeks to authorize the negotiation, execution and delivery of a Energy Performance Contracting Agreement with Siemens Industry, Inc. for a project amount not to exceed \$8,087,039, and agree to the 20 year finance agreement at an annual rate of \$588,487.00; now, therefore, be it

RESOLVED, By the County Legislature of Rensselaer County, New York, as follows:

Section 1. In accordance with Section 9-103 of the Act, the County is hereby authorized to enter into, in the form subject to the approval of the County Attorney, **THE RENSSELAER COUNTY WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS AND ROOF REPLACEMENTS PROJECT AGREEMENT**, and (b) the Financing Agreements to provide financing for such facility improvement measures and pay reasonable costs of issuance relating to the Financing Agreements.

Section 2. The County Executive or the Chief Financial Officer, as Chief Fiscal Officer of the County, are each hereby authorized to negotiate and deliver on behalf of the **RENSSELAER COUNTY WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS AND ROOF REPLACEMENTS PROJECT AGREEMENT** and the Financing Agreements and all other certificates or instruments required in connection therewith, provided, however, that all amounts payable by the County pursuant to the Financing Agreements shall be subject to annual appropriation of such payments by the County Legislature. The power to prescribe the terms, forms and covenants of the **RENSSELAER COUNTY WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS AND ROOF REPLACEMENTS PROJECT AGREEMENT PROJECT** and the Financing Agreements and all other certificates or instruments required in connection therewith is hereby delegated to each of the County Executive and the Chief Financial Officer.

Section 3. This Resolution is not subject to a mandatory or permissive referendum. This Resolution is intended to constitute the declaration of the County's "official intent" to reimburse the costs of the improvements described in Section 1 of this Resolution with proceeds from the Financing Agreements, as required by Treasury Regulation Section 1.150-2.

Section 4. The County hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Resolution.

Section 5. This Resolution shall take effect immediately.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

20-Year Project Financial Projection**Budget For Review Based On Benchmark Data**

Total Siemens Contract:	(\$7,683,018)	Other Costs(Construction Interest):	(\$404,022)	Cumulative Savings:	\$1,293,452
Client Direct Purchase (11):	(\$40,000)				
Total Project Price:	(\$7,723,018)	Other Credits (Rebates/Incentives):	\$0		
Interest Rate (6):	5.11%	Net Financed Investment:	(\$8,087,039)		
Financial Term in Years:	20				
		Service Inflation Rate:	5.5%		
Guarantee Period(yrs):	20	Energy Inflation Rate:	5%		
Annual Payment:	(\$588,487)	Operational Savings Inflation Rate:	5%		

20 -Year Cash Flow Model

Yr	Energy Costs					Assets					Cumulative Cash Flow
	Base Year Energy Costs	Energy Savings	Avoided Life Cycle / Capital Savings	Avoided Operational Savings	Potential Rebates & Incentives	Total Assets	Payment (2)	On-Going Services (3,4)	Total Liabilities	Net Annual Benefit	
						\$0				\$0	\$0
1	\$0	\$19,600	\$588,487	\$20,000	\$0	\$628,087	(\$588,487)	(\$5,038)	(\$593,525)	\$34,562	\$34,562
2	\$0	\$20,580	\$588,487	\$21,000	\$0	\$630,067	(\$588,487)	(\$5,315)	(\$593,802)	\$36,265	\$70,827
3	\$0	\$21,609	\$588,487	\$22,050	\$0	\$632,146	(\$588,487)	(\$5,607)	(\$594,094)	\$38,052	\$108,879
4	\$0	\$22,689	\$588,487	\$23,153	\$0	\$634,329	(\$588,487)	\$0	(\$588,487)	\$45,842	\$154,721
5	\$0	\$23,824	\$588,487	\$24,310	\$0	\$636,621	(\$588,487)	\$0	(\$588,487)	\$48,134	\$202,855
6	\$0	\$25,015	\$588,487	\$25,526	\$0	\$639,028	(\$588,487)	\$0	(\$588,487)	\$50,541	\$253,396
7	\$0	\$26,266	\$588,487	\$26,802	\$0	\$641,555	(\$588,487)	\$0	(\$588,487)	\$53,068	\$306,464
8	\$0	\$27,579	\$588,487	\$28,142	\$0	\$644,208	(\$588,487)	\$0	(\$588,487)	\$55,721	\$362,185
9	\$0	\$28,958	\$588,487	\$29,549	\$0	\$646,994	(\$588,487)	\$0	(\$588,487)	\$58,507	\$420,692
10	\$0	\$30,406	\$588,487	\$31,027	\$0	\$649,920	(\$588,487)	\$0	(\$588,487)	\$61,433	\$482,125
11	\$0	\$31,926	\$588,487	\$32,578	\$0	\$652,991	(\$588,487)	\$0	(\$588,487)	\$64,504	\$546,629
12	\$0	\$33,523	\$588,487	\$34,207	\$0	\$656,217	(\$588,487)	\$0	(\$588,487)	\$67,729	\$614,358
13	\$0	\$35,199	\$588,487	\$35,917	\$0	\$659,603	(\$588,487)	\$0	(\$588,487)	\$71,116	\$685,474
14	\$0	\$36,959	\$588,487	\$37,713	\$0	\$663,159	(\$588,487)	\$0	(\$588,487)	\$74,672	\$760,146
15	\$0	\$38,807	\$588,487	\$39,599	\$0	\$666,892	(\$588,487)	\$0	(\$588,487)	\$78,405	\$838,551
16	\$0	\$40,747	\$588,487	\$41,579	\$0	\$670,813	(\$588,487)	\$0	(\$588,487)	\$82,326	\$920,877
17	\$0	\$42,784	\$588,487	\$43,657	\$0	\$674,929	(\$588,487)	\$0	(\$588,487)	\$86,442	\$1,007,319
18	\$0	\$44,924	\$588,487	\$45,840	\$0	\$679,251	(\$588,487)	\$0	(\$588,487)	\$90,764	\$1,098,083
19	\$0	\$47,170	\$588,487	\$48,132	\$0	\$683,789	(\$588,487)	\$0	(\$588,487)	\$95,302	\$1,193,385
20	\$0	\$49,528	\$588,487	\$50,539	\$0	\$688,554	(\$588,487)	\$0	(\$588,487)	\$100,067	\$1,293,452
Total		\$648,093	\$11,769,743	\$661,319	\$0	\$13,079,155	(\$11,769,743)	(\$15,960)	(\$11,785,703)	\$1,293,452	\$1,293,452

Notes:

1. Associated Savings include operational cost savings.
2. Payment represents an annual sum of periodic payments.
3. Ongoing Services are escalated at Service Inflation Rate.
4. Performance Assurance required during guarantee period only.
5. Simple Payback= Total Project Cost / (First Year Energy Savings plus Maintenance Savings plus Previous Annual Benefit Excess Cashflow plus First Year On-Going services).

6. Interest Rate Subject to Change.
7. Annual guarantee may not exceed Total Project Cost.
8. Construction interest based on 12-month funding to payment schedule.
9. Annual guarantee amount is based on revenue neutral program.
10. Cash Flow is for discussion purpose only.
11. County to pay for Special Inspections directly - costs included in financing

Rensselaer County Sewer District Digester Methane Leaks and Membrane Roof Replacements

Statement of Problem

Rensselaer County Sewer District (RCSD) observed bubbles in the EPDM membrane covering the Solids Handling Building roof that appear to be the result of air or methane gas being trapped under the membrane. RCSD staff isolated the gas takeoff pipe from each digester so that only one digester was connected to the methane gas holder at one time and reported that when digesters 1 or 2 are online, the gas holder loses volume while when digesters 3 or 4 are online it gains volume. Therefore, RCSD believes methane gas is leaking out of digesters 1 and 2 and being trapped under the EPDM roof membrane. It appears the leaking is occurring at the perimeter intersection of the digester roof structure and the sidewall the roof is supported on. Leaking may also be occurring at the joints of the structural precast digester top and beneath the membrane.

Solids Building membrane roof must be replaced since it has been delaminated because of the methane gas leak infiltrating. Buildings 4, 5, 6, and 7 are currently the spray foam type installed many years ago and have been problematic. They will be replaced with a new membrane system typically installed today on commercial/industrial buildings

Digester Structural Roof Replacement

1. Remove digester 1 from service.
 - a. Remove sludge from the tank and clean thoroughly to create an environment safe for entry by contractors.
 - b. Remove digester gas piping, hatches and the pre-cast plank roof system. Interior piping remains as is. All existed deck penetrations will be re-installed.
 - c. Modify the tops of the concrete tank walls to accept a cast-in-place concrete roof with a joint intended to cut off methane leakage.
 - d. Construct a new cast-in-place concrete roof with integral beams for support and penetrations for piping and hatches.
 - e. Coat the underside of the concrete roof with an appropriate product for the environment and patch existing coatings on the walls if possible, or remove and replace, if necessary, based on the coating system manufacturer's recommendations.
 - f. Install new 4" stainless steel gas piping & insulation/covering with new isolation valves in each line
 - g. Remove and re-install vent trees and replace existing valves at the base with new DeZurik valves. Replace same valve at vent tree of digester #4
 - h. Remove and do not replace 3 foaming tanks.
 - i. Remove and re-install thermal dispersion flowmeters
 - j. Once pressure test passes, refill tank with sludge and place it into service.
2. Repeat the above steps for digesters 2 & 3 separately.

Membrane Roofing replacement

Siemens Industry, Inc.

6 British American Boulevard, Ste. 104-C
Latham, NY 12110
PH: 518-782-0131

1. Roofs at building numbers 4, 5, 6, and 7 will have all existing spray foam removed down to the deck and will be replaced with new rigid insulation, 60 mil membrane and flashings at penetrations and perimeter. New roofing system will be building code conforming and meet energy codes. The work will be sequenced to maintain dry space within the buildings.
2. Solids Building existing membrane roof and rigid insulation will be replaced with new rigid insulation, 60 mil membrane and flashings at penetrations and perimeter. The Dryer building roof and the three digester tank roofs are not scheduled for replacement. New roofing system will be building code conforming and meet energy codes. The work will be sequenced to maintain dry space within the buildings.
3. Asbestos investigation/survey is required to be completed by the county and if discovered, abatement is not included.

Schedule

1. Structural replacement at digester #1 is planned to begin during the first quarter of 2027 with completion and turn over to the county for methane production by the summer of 2027. Digester #2 structural roof will then be replaced with completion by last quarter of 2027. Digester #3 structural replacement will begin during the first quarter of 2028 with completion during the summer of 2028. Solids Building roof membrane replacement will be scheduled for either the fall of 2027 or summer of 2028 depending on the amount of disruption with the adjacent structural work. Buildings 4, 5, 6, and 7 roof replacements will be scheduled for replacement during the spring and summer of 2027.

20-Year Project Financial Projection
Budget For Review Based On Benchmark Data

Total Siemens Contract: (\$7,683,018)	Client Direct Purchase (11): (\$40,000)	Total Project Price: (\$7,723,018)	Interest Rate (6): 5.11%	Financial Term in Years: 20	Guarantee Period(Yrs): 20	Annual Payment: (\$588,487)
Other Costs(Construction Interest): (\$404,022)	Other Credits (Rebates/Incentives): \$0	Net Financed Investment: (\$8,087,039)	Service Inflation Rate: 5.5%	Energy Inflation Rate: 5%	Operational Savings Inflation Rate: 5%	

20 -Year Cash Flow Model

Yr	Energy Costs		Assets				Cumulative Cash Flow				
	Base Year Energy Costs	Energy Savings	Avoided Life Cycle / Capital Savings	Avoided Operational Savings	Potential Rebates & Incentives	Total Assets					
1	\$0	\$19,600	\$588,487	\$20,000	\$0	\$628,087	(\$588,487)	(\$5,038)	(\$593,525)	\$34,562	\$34,562
2	\$0	\$20,580	\$588,487	\$21,000	\$0	\$630,067	(\$588,487)	(\$5,315)	(\$593,802)	\$36,265	\$70,827
3	\$0	\$21,609	\$588,487	\$22,050	\$0	\$632,146	(\$588,487)	(\$5,607)	(\$594,094)	\$38,052	\$108,879
4	\$0	\$22,689	\$588,487	\$23,153	\$0	\$634,329	(\$588,487)	\$0	(\$588,487)	\$45,842	\$154,721
5	\$0	\$23,824	\$588,487	\$24,310	\$0	\$636,621	(\$588,487)	\$0	(\$588,487)	\$48,134	\$202,855
6	\$0	\$25,015	\$588,487	\$25,526	\$0	\$639,028	(\$588,487)	\$0	(\$588,487)	\$50,541	\$253,396
7	\$0	\$26,266	\$588,487	\$26,802	\$0	\$641,555	(\$588,487)	\$0	(\$588,487)	\$53,068	\$306,464
8	\$0	\$27,579	\$588,487	\$28,142	\$0	\$644,208	(\$588,487)	\$0	(\$588,487)	\$55,721	\$362,185
9	\$0	\$28,958	\$588,487	\$29,549	\$0	\$646,994	(\$588,487)	\$0	(\$588,487)	\$58,507	\$420,692
10	\$0	\$30,406	\$588,487	\$31,027	\$0	\$649,920	(\$588,487)	\$0	(\$588,487)	\$61,433	\$482,125
11	\$0	\$31,926	\$588,487	\$32,578	\$0	\$652,991	(\$588,487)	\$0	(\$588,487)	\$64,504	\$546,629
12	\$0	\$33,523	\$588,487	\$34,207	\$0	\$656,217	(\$588,487)	\$0	(\$588,487)	\$67,729	\$614,358
13	\$0	\$35,199	\$588,487	\$35,917	\$0	\$659,603	(\$588,487)	\$0	(\$588,487)	\$71,116	\$685,474
14	\$0	\$36,959	\$588,487	\$37,713	\$0	\$663,159	(\$588,487)	\$0	(\$588,487)	\$74,672	\$760,146
15	\$0	\$38,807	\$588,487	\$39,599	\$0	\$666,892	(\$588,487)	\$0	(\$588,487)	\$78,405	\$838,551
16	\$0	\$40,747	\$588,487	\$41,579	\$0	\$670,813	(\$588,487)	\$0	(\$588,487)	\$82,326	\$920,877
17	\$0	\$42,784	\$588,487	\$43,657	\$0	\$674,929	(\$588,487)	\$0	(\$588,487)	\$86,442	\$1,007,319
18	\$0	\$44,924	\$588,487	\$45,840	\$0	\$679,251	(\$588,487)	\$0	(\$588,487)	\$90,764	\$1,098,083
19	\$0	\$47,170	\$588,487	\$48,132	\$0	\$683,789	(\$588,487)	\$0	(\$588,487)	\$95,302	\$1,193,385
20	\$0	\$49,528	\$588,487	\$50,539	\$0	\$688,554	(\$588,487)	\$0	(\$588,487)	\$100,067	\$1,293,452
Total		\$648,093	\$11,769,743	\$661,319	\$0	\$13,079,155	(\$11,769,743)	(\$15,960)	(\$11,785,703)	\$1,293,452	\$1,293,452

Notes:

1. Associated Savings include operational cost savings.
2. Payment represents an annual sum of periodic payments.
3. Ongoing Services are escalated at Service Inflation Rate.
4. Performance Assurance required during guarantee period only.
5. Simple Payback= Total Project Cost / (First Year Energy Savings plus Maintenance Savings
6. plus Previous Annual Benefit Excess Cashflow plus First Year On-Going services).

6. Interest Rate Subject to Change.
7. Annual guarantee may not exceed Total Project Cost.
8. Construction interest based on 12-month funding to payment schedule.
9. Annual guarantee amount is based on revenue neutral program.
10. Cash Flow is for discussion purpose only.
11. County to pay for Special Inspections directly - costs included in financing

ARENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Bayly, Hoffman, Fleming

Sent To: Budget & Finance

Committee

Date October 13, 2026

Resolution No. G/25

RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS FROM THE NYS BOARD OF ELECTIONS 2026 MAIL BALLOT GRANT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BOARD OF ELECTIONS

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Board of Elections; and

WHEREAS, Rensselaer County has been awarded \$42,484.15 for the period of April 1, 2026 through March 31, 2027; now, therefore, be it

WHEREAS, The grant provides reimbursement for expenses related to pre-paid postage for early mail ballots, absentee ballots, applications, and return envelopes; now, therefore, be it

RESOLVED, That the Rensselaer County Board of Elections is authorized to accept the above-mentioned grant funding and to submit for reimbursement per the grant agreement; and be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

<u>CODE DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
2026 Elections Grant	\$0.00	\$42,484.15	\$42,484.15
A.1450.30891.2026 MBG			

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Elections by Mail Grant	\$0.00	\$21,242.00	\$21,242.15
A.1450.04100. Printing 2026 MBG			
Elections by Mail Grant	\$0.00	\$21,242.00	\$21,242.00
A.1450.04550. Office Supplies 2026 MBG			

Total Appropriations: \$42,848.15

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services shall be authorized to execute purchase orders with the above vendor for the above described materials and services; and, be it further

RESOLVED, That the Rensselaer County Executive be, and hereby is authorized to execute the above-referenced agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207	BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER C005555 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: Rensselaer County Board of Elections	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods): ☐ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002434 Federal Tax ID Number: 14-6002569	PROJECT NAME: 2026 Mail Ballot Grant ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 116 Pinewoods Avenue Troy NY 12180 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 04/01/2026 To: 03/31/2027

AMENDED TERM:

From: To:

CONTRACT FUNDING AMOUNT

(*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract):

CURRENT: \$42,484.15

AMENDED:

FUNDING SOURCE(S)

- ☒ State
☐ Federal
☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

- Attachment A: ☒ A-1 Agency Specific Terms and Conditions
☐ A-2 Program Specific Terms and Conditions
☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B: ☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting

Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract for Grants on the dates below their signatures.

CONTRACTOR:

Rensselaer County Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Board of Elections

By: _____

Printed Name

Kristen Zebrowski Stavisky
Raymond J. Riley III

Title: *Co-Executive Directors*

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, ____, before me personally appeared _____, 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 _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract for Grants.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

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. 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.
6. 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

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)

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:

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.

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.

Schedule A: Claiming Requirements

[illegible]

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

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).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: N/A			
Progress Report	Report Type	Report Period	Due Date

E. Special Payment and Reporting Provisions

ARENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Bayly, Hoffman, Fleming

Sent To: Budget & Finance

Committee

Date October 13, 2026

Resolution No. G/26

RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDS FROM THE NYS BOARD OF ELECTONS 2026 Elections Grant AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BOARD OF ELECTIONS

WHEREAS, This Resolution if filed with the Rensselaer County Legislature by the Rensselaer County Board of Elections;

WHEREAS, Rensselaer County has been awarded \$27,856.47 for the period of April 1, 2026 through March 31, 2027; now, therefore, be it

RESOLVED, That the Rensselaer County Board of Elections is authorized to accept the above- mentioned grant funding and to submit for reimbursement per the grant agreement; and be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

	<u>GENERAL FUND REVENUE</u>		
<u>CODE DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
2026 Elections Grant	\$0.00	\$27,857.47	\$27,857.47
A.1450.30891.2026 Election			

	<u>GENERAL FUND APPROPRIATIONS</u>		
<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Elections by Mail Grant	\$0.00	\$27,857.47	\$27,857.47
A.1450.02400.2026 Election			
	Total Appropriations:		\$27,857.47

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services shall be authorized to execute purchase orders with the above vendor for the above described materials and services; and, be it further

RESOLVED, That the Rensselaer County Executive be, and hereby is authorized to execute the above-referenced agreements, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature

Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive



STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207	BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER C005613 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: Rensselaer County Board of Elections	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods): ☐ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002434 Federal Tax ID Number: 14-6002569	PROJECT NAME: 2026 Election Grant ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 116 Pinewoods Avenue Troy NY 12180 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 04/01/2026 To: 03/31/2027

AMENDED TERM:

From: To:

CONTRACT FUNDING AMOUNT

(*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract):

CURRENT: \$27,856.47

AMENDED:

FUNDING SOURCE(S)

- ☒ State
☐ Federal
☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

- Attachment A: ☒ A-1 Agency Specific Terms and Conditions
☐ A-2 Program Specific Terms and Conditions
☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- Attachment B: ☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting

Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Contract for Grants on the dates below their signatures.

CONTRACTOR:

Rensselaer County Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Board of Elections

By: _____

Printed Name

Kristen Zebrowski Stavisky

Raymond J. Riley III

Title: *Co-Executive Directors*

Date: _____

STATE OF NEW YORK

County of _____

On the ___ day of _____, ____, before me personally appeared _____, 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 _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract for Grants.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

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. 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.
6. 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, licensor, 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

Contract Number: # C005613

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

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)

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:

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.

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.

Schedule A: Claiming Requirements

[illegible]

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

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).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: N/A			
Progress Report	Report Type	Report Period	Due Date

E. Special Payment and Reporting Provisions

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/28

RESOLUTION RATIFYING A ONE-YEAR EXTENSION OF THE AGREEMENT WITH THE TRI-CITY VALLEYCATS FOR THE USE OF JOSEPH L. BRUNO STADIUM – COUNTY EXECUTIVE

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, Rensselaer County, Hudson Valley Community College and the Tri-City ValleyCats have previously entered into agreements concerning the use and operation of Joseph L. Bruno Stadium, located on the campus of Hudson Valley Community College; and

WHEREAS, The parties have agreed to extend the existing agreement for an additional one-year term, upon the same terms and conditions, to provide for the continued use and operation of the Stadium by the Tri-City ValleyCats; and

WHEREAS, The Hudson Valley Community College Board of Trustees has approved the one-year extension, and the extension agreement has been executed; and

WHEREAS, The County Executive has submitted the extension agreement to the Rensselaer County Legislature for ratification of the County's participation therein; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby ratifies and approves the previously executed one-year extension agreement with the Tri-City ValleyCats concerning the use and operation of Joseph L. Bruno Stadium, upon the same terms and conditions as the existing agreement, and ratifies the County's execution thereof; and, be it further

RESOLVED, That the County Executive, or his designee, is authorized to execute and deliver any documents and take such further actions as may be necessary to effectuate the foregoing, subject to approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

FOURTH AMENDMENT TO FACILITY AGREEMENT

This Fourth Amendment to Facility Agreement (this "Fourth Amendment") is made as of the 10th day of September, 2026, by and between Hudson Valley Community College, a community college sponsored by the County of Rensselaer, with its main campus located at 80 Vandenberg Avenue, Troy, New York 12180 (the "College"), and Tri-City ValleyCats, Inc., a New York corporation with offices at Joseph L. Bruno Stadium, 80 Vandenberg Avenue, Troy, New York 12180 (the "Team"). The County of Rensselaer, a municipal corporation of the State of New York, with offices at 99 Troy Road, East Greenbush, New York 12061 (the "County"), joins in the execution of this Fourth Amendment solely as the local sponsor of the College and solely for the limited purposes expressly stated herein.

WHEREAS, the College and the Team, by the Team's predecessor in interest, entered into that certain Facility Agreement dated as of June 20, 2000, concerning the Team's use and operation of Joseph L. Bruno Stadium located on the College's main campus at 80 Vandenberg Avenue, Troy, New York (the "Stadium");

WHEREAS, the Facility Agreement was subsequently modified by that certain Agreement dated January 3, 2005, that certain Second Amendment to Facility Agreement dated June 21, 2012, and that certain Third Amendment to Facility Agreement dated March __, 2014 (collectively, the "Facility Agreement");

WHEREAS, the current term of the Facility Agreement is scheduled to expire at the conclusion of the 2026 Baseball Season;

WHEREAS, the College and the Team desire to extend the term of the Facility Agreement for one (1) additional year upon the same terms and conditions presently in effect; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the College and the Team agree as follows:

1. The term of the Facility Agreement is hereby extended for one (1) additional year, through the conclusion of the 2027 Baseball Season, unless earlier terminated in accordance with the Facility Agreement.

2. Except solely for the extension of the term provided in Section 1 of this Fourth Amendment, the Facility Agreement is not otherwise amended or modified. All terms, conditions, covenants, rights, obligations and provisions of the Facility Agreement presently in effect shall remain unchanged and in full force and effect during the extended term and are hereby ratified and confirmed.

3. The County joins in and consents to the one-year extension provided by this Fourth Amendment solely in its capacity as the statutory local sponsor of the College and statutory owner of the underlying real property. Execution of this Fourth Amendment by the County Executive is subject to approval by the Rensselaer County Legislature.

4. Counterparts; Electronic Signatures. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by PDF shall be deemed originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the College and the Team have caused this Fourth Amendment to Facility Agreement to be executed by their duly authorized representatives, and the County has joined herein for the limited purposes expressly stated above, as of the date first written above.

HUDSON VALLEY COMMUNITY COLLEGE

By: 
Name: Gerard Marino
Title: Vice President
Date: 9/11/2026

TRI-CITY VALLEYCATS, INC.

By: 
Name: Richard J. Murphy
Title: President
Date: September 10, 2026

COUNTY OF RENSSELAER

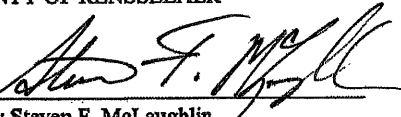
By: 
Name: Steven F. McLaughlin
Title: County Executive
Date: 9/11/2026

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*Rentor Agreement between HCC and
Team owner*

FACILITY AGREEMENT

JUN 15

This Facility Agreement ("Agreement") is made as of the 20th day of JUNE, 2000, by and between HUDSON VALLEY COMMUNITY COLLEGE, an educational institution sponsored by the County of Rensselaer with its campus at 80 Vandenburg Avenue, Troy, New York 12180 ("College"), and NATIONAL PASTIME CORPORATION, a Massachusetts corporation with its offices at 3 Cheshire Road, Suite 31, Pittsfield, MA 01201 (the "Team").

WITNESSETH:

WHEREAS, the College is engaged in the improvement of its facilities for educational and related use; and

WHEREAS, the New York State budget contains an appropriation in the amount of \$12,125,000.00 for services and expenses of higher education initiatives ("Appropriation"), which the College intends to utilize either directly or by suballocation to another department, agency or public authority for the construction of a Stadium (as hereinafter defined); and

WHEREAS, the College has sought a contractual relationship with a short-season minor league team that is affiliated and provides Class A baseball as it is the College's intention and desire to utilize the Stadium as a classroom and for the purpose of college activities for the maximum period of time possible and the short-season Class A minor league schedule is the schedule which provides the greatest access to the Stadium in furtherance of the College's intended academic and collegiate sport goals for the Stadium;

WHEREAS, Team seeks to use the Stadium on Completion (as hereinafter defined) for play by a short season Class A New York-Pennsylvania Professional Baseball League baseball team;

WHEREAS, the College and the Team understand that the expected territory of the Team will include both Rensselaer and Albany Counties and the Team is basing its relocation from Pittsfield, Massachusetts and the College is constructing the Stadium on that understanding with the anticipated result that a short-season Class A affiliated minor league team giving this size territory will be able to fulfill its obligations under the Facility Agreement; and

WHEREAS, the parties desire to agree upon the terms and conditions under which the Team will play in the Stadium on its Completion,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Article I - Definitions

1.1 Definitions. The words defined in the preamble shall have the meanings therein provided. Unless the context clearly otherwise requires, the terms defined in this section shall have the meanings specified below.

1.1.1 "Agreement" shall mean this agreement, along with all attachments, exhibits and schedules thereto.

1.1.2 "College Areas" shall mean all portions of the Stadium except: (1) Common Areas; and (2) Team Areas. College Areas shall be designated as such by the College on the Stadium Plans. In general terms, College Areas include (but are not necessarily limited to): (1) meeting rooms, storage rooms, locker rooms, and similar non-public facilities located in the Stadium which are not designated as Team Areas; and (2) storefront facilities incorporated into the Stadium, as designated on the Stadium Plans.

1.1.3 "Baseball Authorities" shall mean and refer to the Team's current and any future Major League affiliation, the New York-Pennsylvania Professional Baseball League, Inc., the National Association of Professional Baseball Leagues, and the Office of the Commissioner of Major League Baseball, or any successors or assigns of any of the same.

1.1.4 "Baseball Novelties" shall mean any baseball product, item, device, souvenir supply or other personal property including, but not limited to, any item customarily sold in souvenir/novelty stands, baseball caps and hats, bats, baseball shirts, baseballs, baseball cards, baseball gloves, baseball scorecards, programs, souvenir books and other baseball related products, provided, however, that Baseball Novelties shall not include items incorporating or utilizing College proprietary rights unless College and Team have separately negotiated a license of such rights.

1.1.5 "Baseball Season" shall mean the period commencing the earlier of two weeks prior to the first regular season game or June 1 of each year during the Term hereof and ending on the earlier of: (1) two weeks after the date on which the Team's last home game is played during the same calendar year, including any post-season competition; or (2) September 30.

1.1.6 "Campus" shall mean the campus of the College, located at 80 Vandenburg Avenue, Troy, NY 12180.

1.1.7 "Commencement Date" shall mean the commencement date of the first full Baseball Season following Completion of the Stadium.

1.1.8 "Common Areas" shall mean all portions of the Stadium except: (1) the Team Areas; and (2) College Areas. Common Areas shall be designated by the College as such on the Stadium Plans.

1.1.9 "Complete" and "Completion" shall have the meaning provided in Section 3.3 of this Agreement.

1.1.10 "Concessions" shall mean all food and beverage services, beverages, and food products required or appropriate for any and all events at the Stadium, whether through fixed or portable stands or vendors, including, without limitation, dining, Suite service if applicable, catering,

concessions vending, roving vendors, snack bars and any other food or beverages served in the Stadium provided that in the event the College is currently required to utilize a specific vendor for beverage vending machines, the definition of Concessions shall not include beverage vending machines as long as the College pays to the Team all net revenues from such beverage vending machines for Team Events. Non-food items are specifically excluded from the definition of Concessions.

1.1.11 "Concession Service Areas" shall mean all sales areas, storage areas, improvements, fixtures and trade fixtures in the Stadium which are to be used in connection with the operation of food and beverage services in the Stadium. Concession Service Areas shall be designated as such on the Stadium Plans.

1.1.12 "Facility Services" shall mean the operation and staffing of the in-Stadium box office, all ticket booths, ushering services, first-aid room to the extent required by Legal Requirements or Professional Baseball Requirements, the opening and closing of the Stadium, and the operation of all Stadium Utilities.

1.1.13 "Field Maintenance" shall include, but not be limited to, day-to-day and long-term maintenance of the playing field, which maintenance shall include periodic base path line painting, mowing, watering, fertilizing and other chemical treatments, sod replacement attributable to wear resulting from the normal use of the field, specialized turf care as required such as aeration, maintenance of all unsodded areas of the field, and all other treatments and upkeep required to maintain the quality of the field and immediate surroundings in accordance with Professional Baseball Requirements.

1.1.14 "Exterior Maintenance" shall include all maintenance of exterior landscaped areas of the Stadium, and the maintenance of the exterior grounds and facade of the Stadium.

1.1.15 "Initial Term" shall have the meaning set forth in Section 2.1 hereof.

1.1.16 "Janitorial Services" shall mean the cleaning and provision of supplies for all Common Areas including the stocking of all restrooms with paper products as required prior to all Team Events, the maintaining of any and all trash receptacles and enclosures and the securing thereof in an orderly fashion, the disposal of all trash collected from such areas immediately after Team Events, the pick-up of all trash and debris from Common Areas no later than the earlier of either 10:00 a.m. on the morning following such events or six (6) hours prior to the next Stadium Event. Janitorial Services provided to the Common Areas shall include all normal and non-extraordinary cleaning necessary to maintain the Common Areas in a clean, attractive and high quality manner.

1.1.17 "Major League Team" shall mean any team which is a member of the National League of Professional Baseball Clubs, Inc. or the American League of Professional Baseball Clubs, Inc. or their successors.

1.1.18 "League" shall mean the New York-Pennsylvania Professional Baseball League, Inc.

1.1.19 "Legal Requirements" shall mean all national, state and local laws, rules, regulations, orders, procedures, policies and ordinances.

1.1.20 "Naming Rights" shall mean the right to name the Stadium.

1.1.21 "Non-Team Events" shall mean any event, activity or program held at or in the Stadium, except Team Events.

1.1.22 "Open Date" shall have the meaning set forth in Section 5.2 hereof.

1.1.23 "Option Term" shall have the meaning set forth in Section 2.2 hereof.

1.1.24 "Parking" shall mean all paid and unpaid parking facilities on the Campus. The College will provide sufficient parking facilities in the proximity of the Stadium, which parking facilities will be no less than are required under the PBA.

1.1.25 "Professional Baseball" shall mean all baseball conducted under the control of Major League Baseball or The National Association of Professional Baseball Leagues. Professional Baseball does not include amateur, non-paid, recreational, high school or collegiate baseball teams.

1.1.26 "Professional Baseball Agreement" or "PBA" shall mean the certain Professional Baseball Agreement by and between the National League of Professional Baseball Clubs, Inc., the American League of Professional Baseball Clubs, Inc. and the National Association of Professional Baseball Leagues, Inc. as amended to date.

1.1.27 "Professional Baseball Requirements" shall mean all requirements, rules, guidelines or standards for Class A teams which exist as of the date of this Agreement and related to the use or operation of the Team or Stadium and have been established by Baseball Authorities including, but not limited to, requirements under the Official Professional Baseball Playing Rules and the PBA with respect to facility standards for Class A teams.

1.1.28 "Rental Payments" means all payments required to be made by the Team to the College under this Agreement.

1.1.29 "Request" shall have the meaning set forth in Section 5.2 hereof.

1.1.30 "Stadium" shall mean the baseball stadium intended to be constructed by the College in accordance with the Stadium Plans with a seating capacity of no less than 4,500.

1.1.31 "Stadium Plans" shall mean all of the plans, designs, specifications and

drawings which are produced by or at the direction of the College in consultation with the Team to comply with Professional Baseball Requirements. The term "Stadium Plans" shall be deemed to include any modifications, amendments or supplements to such Plans made by the College after consultation with the Team and which do not reduce the seating capacity of the Stadium. The Stadium Plans shall include an allocation of \$150,000 for the scoreboard, and the Team shall have the right to approve the plans for the scoreboard.

1.1.32 "Stadium Utilities" shall mean all electric, gas, sewage, and water services utilized by or for the benefit of the Stadium. Stadium Utilities shall not include telephone service or cable television service.

1.1.33 "Stadium Events" means, collectively, Team Events and non-Team Events.

1.1.34 "Staging" shall mean special field preparation and maintenance prior to and immediately following Stadium Events as may be directly necessary for, or particular to, such events. Staging shall include (but is not limited to): (1) lining the field, raking and other pre-event preparation of the unsodded areas of the field for baseball related events such as installation of bases; (2) conversion of the playing field for other non-athletic events; (3) installation and removal of any supplemental seating; (4) installation and removal of stage or platform equipment and/or temporary lighting which may be required for non-baseball related events; and (5) restoration of the field surface as required for baseball games after non-baseball related events. The term "Staging" shall not include Field Maintenance, Exterior Maintenance, Janitorial Services, and Facility Services.

1.1.35 "Suites" shall mean in-stadium luxury suites built into the Stadium grandstand if such Suites are designated as such on the Stadium Plans.

1.1.36 "Team" shall have the definition set forth therefor in the heading of this Agreement.

1.1.37 "Team Areas" shall mean the Team Office Area as described in Section 4.6 below, the Team Storage Area as described in Section 4.9 below, the Home Team Locker Room as described in Section 4.7, below, the Visiting Baseball Team Locker Room as described in Section 4.8, below, training facilities as described in Section 4.10, below, Umpires' Locker Room, Team Manager's Office and the Visiting Team Manager's Office as described in Section 4.8 below, Concession Service Areas, and all areas used for the sale or storage of Baseball Novelties and Concessions as described in Section 4.11 and 5.5 below. Team Areas are those areas designated as such on the Stadium Plans.

1.1.38 "Team Employees" shall mean all employees of the Team including the Team General manager, staff, personnel, Baseball Novelties sales personnel, personnel for the press box and press area, locker room personnel, Concessions sales personnel, event service personnel, public access and scoreboard personnel, program personnel, painting services for advertisers on the cutfield signage, advertising sales personnel, bat girls and boys, and all other paid, volunteer or honorary personnel deemed necessary by the Team. It is understood that the Field Manager, coaches and

players are employees of the Major League team affiliated with the Team and not employees of the Team.

1.1.39 "Team Events" shall mean:

- (1) any game between the Team and another member of the League, including exhibition, regular season, all-star and playoff games;
- (2) any Team practices;
- (3) any promotional event directly connected to a League game, such as pre- or post-game celebrations;
- (4) baseball clinics or camps; and
- (5) any non-baseball related event conducted or sponsored by the Team, as provided in Section 4.2, below.

Team Events other than those described in paragraphs (1) and (2) of this subsection shall require the prior approval of the College which shall not be unreasonably withheld.

1.1.40 ""Team Office Area" shall mean the Team's administrative offices to be designated on the Stadium Plans.

1.1.41 "Term" shall mean the Initial Term and any Option Term.

1.2 Number. For purposes of this Agreement, the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

Article II - Term of Agreement

2.1 Initial Term. The Initial Term of this Agreement shall mean ten (10) successive Baseball Seasons commencing with the Commencement Date.

2.2 Option Term. The Team shall have the option to renew the Term of this Agreement for two additional five year terms. All terms of this Agreement shall remain the same for the Option Term, except that the Capital Reserve as defined in Section 12.1. The Team shall give the College written notice no later than June 15, 2010 in the case of the first renewal term and June 15, 2015 in the case of the second renewal term.

Article III - Stadium Description

3.1 Stadium Construction. The College shall bear the costs of the construction of the Stadium but only to the extent of the Appropriation. The College subject to the other terms and

conditions of this Lease and force majeure delays described in Section 15.31 will (i) use its reasonable efforts to complete the Stadium on or before June 1, 2001 and (ii) Complete the Stadium no later than June 1, 2002. The College will notify the Team prior to September 15, 2000 or such later dates as the parties shall agree, whether all necessary approvals for the commencement of construction have been received. ("September Notice"). The College will notify the Team on or before October 15, 2000 whether or not the Stadium will be Complete on or before June 1, 2001 in the estimation of its contractor. ("October Notice") In the event that the College fails to deliver the October Notice or such notice indicates that the Stadium will not be completed by June 1, 2001 the Team shall not be obligated to commence its obligations under the Agreement until the 2002 Baseball Season. In the event that the College fails to deliver the September Notice stating that all such approvals have been received, the Team may cancel this Agreement. . The execution of this Agreement is not a covenant on behalf of the College to construct the Stadium and the completion thereof is in all respects a condition of this Agreement. In the event a stadium is built by the College at any time prior to June 30, 2005, the College will offer the use of such stadium to the Team on the same terms and conditions as are set forth herein.

3.2 Stadium Related Items. The College shall be responsible for completing the Stadium and providing the following items from the Appropriation:

3.2.1 concrete footings, structure steel and electrical service for the scoreboard;

3.2.2 construction and finishing (not furniture) of any Suites which the College may determine to construct;

3.2.3 Reserved.

3.2.4 adequately finished office space for Team staff and an efficient box-office sales effort, such space to include acoustic tile ceiling with lights, painted drywall, completed electric, heating and ventilation systems and carpet in a color selected by the Team, but shall not include furniture or office equipment;

3.2.5 adequate electrical power for events such as concerts and television coverage;
and

3.3 Complete. "Complete," for purposes of this Agreement, shall mean that: (1) all required permits shall have been issued for the Stadium; and (2) the Stadium shall satisfy Professional Baseball Requirements in all material respects. "Completion" shall have the correlative meaning of "Complete."

3.4 Early Occupancy; Temporary Accommodations. In the event that certain Team Areas of the Stadium are substantially Completed, available and adequate for use by the Team on or before June 1, 2001, then in the event play in such partially completed Stadium ^{is} approved by the League, the Team may use such areas before such date upon approval of the College, which approval shall not be unreasonably withheld. In the event play commences with a partially

Completed Stadium (provided the College is able, using reasonable good faith efforts, to obtain necessary occupancy approvals), at the option of the Team, the College and Team agree to use their best efforts to improvise for those areas which are not completed, including, but not limited to, temporary office space, rest rooms, mobile food services and temporary seating and bleachers ("Temporary Facilities"). The cost for such Temporary Facilities shall be paid by the College.

3.5 Stadium Plans. The College shall prepare or have prepared Stadium Plans in consultation with the Team which shall meet the criteria articulated in Section 3.1 of this Agreement. Attached hereto as Schedule 3.5 are all of the Professional Baseball Requirements in existence on the date of this Agreement which have been provided by the Team. As Stadium Plans are produced and modified during the design/build process, the Team shall review the Stadium Plans (and obtain the review and approval of the Stadium Plans by Baseball Authorities, where necessary) for the purpose of: (1) determining that the general design of the Stadium is in conformity with Professional Baseball Requirements; and (2) identifying various areas (i.e., College Areas, Common Areas and Team Areas) within the Stadium with respect to which the Team and the College shall have certain rights and responsibilities, as set forth in this Agreement. Upon completion of the Stadium Plans, the completed Stadium Plans shall be initialed by the parties and attached as Exhibit A. The Team's consent shall not be required for modifications to the Stadium Plans, provided, however, that all such modifications shall (a) be in conformance with the Professional Baseball Requirements identified on Schedule 3.5 hereof and (b) not contradict a specific term of this Agreement.

3.6 Modifications to Stadium. Subject to the caveats set forth in the last sentence of Section 3.5, modifications to the Stadium during the Term of this Agreement shall be at the discretion of the College; *provided, however*, that the College shall advise the Team of any proposed modifications and shall provide the Team with the opportunity to comment thereon. At all times during the Term hereof the College shall assure, at its cost and expense, that the Stadium will comply with all Professional Baseball Requirements which have been provided by the Team and are identified on Schedule 3.5 attached hereto as in existence on the date of this Agreement. The College will use its best efforts to accommodate changes, alterations, additions or modifications to the Stadium as may be requested or required by Baseball Authorities in order to comply with future Professional Baseball Requirements at the request of the Team; *provided, however*, that the College shall not be required to bear the cost and expense of any such changes, alterations, additions or modifications which shall be paid for by the Team.

Article IV - Team Use of Stadium

4.1 Baseball Operations - Generally. The Team shall use the Stadium for play by a short season Class A New York-Pennsylvania Professional Baseball League baseball team. Provided that the Stadium is Complete, the Team shall have the right to conduct, and agrees to conduct, all baseball related Team Events during the Baseball Season at the Stadium beginning with the Commencement Date and continuing for the Initial Term of this Agreement. The College shall not be liable for the failure to have the Stadium Complete before June 1, 2001. If the Stadium is not Complete by such date, upon request of the Team, the College shall assist the Team to find suitable alternative facilities until the Stadium is Complete, but shall have neither obligation to supply such

facilities nor liability failure to secure them. The Team shall operate the Stadium in a clean, safe, and healthy manner and in compliance with Legal Requirements relating to health and cleanliness.

4.2 Non-Baseball Team Events - Generally. Subject to the prior approval of the College not to be unreasonably withheld, the Team shall have the right to conduct non-baseball related Team Events at the Stadium for a total of seven (7) days (or parts thereof) during each Baseball Season.

4.3 Priority of Team Events - Home Games. Team regular season home games and playoff home games conducted during the Baseball Season shall have scheduling priority over all non-Team Events: *Provided, however*, that the Team shall have notified the College prior to March first of each Baseball Season of the Team's regular home game schedule and, as soon as possible, the League's playoff schedule. The Team shall notify the College as soon as is reasonably possible of any potential playoff home game dates. The College and the Team shall consult and cooperate throughout the Term of this Agreement in order to accommodate unforeseen or unpredictable scheduling difficulties, such as (but not limited to) the postponement and re-scheduling of Stadium Events due to weather, power outages, and so forth.

4.4 Priority of Non-Baseball Related Team Events. As specified in Section 4.2 above, the Team shall have the right to conduct non-baseball Team Events for a total of seven days (or parts thereof) during each Baseball Season. Such Team Events shall have scheduling priority over all non-Team Events: *Provided, however*, that the Team shall have notified the College prior to June first of each Baseball Season of the scheduled date of each such non-baseball related Team Event.

4.5 Reserved

4.6 Team Office Area. The Team shall have the exclusive use of the Team Office Area, to be designated on Stadium Plans, on a year round basis during the Term of this Agreement.

4.7 Home Team Locker Room. The Team shall have the exclusive right to occupy and use that portion of the Home Team Locker Room designated on Stadium Plans, during the Baseball Season. On or before the end of each Baseball Season, the Team shall vacate the Home Team Locker Room, and shall turn such area over to the College and the College shall return such area over to the Team at the commencement of each Baseball Season in good repair and order, broom clean. Nothing in this Agreement shall preclude shared use of such facility by the College which does not interfere with Team Events.

4.8 Visiting Baseball Team Locker Room and Umpires' Locker Room. The Team shall have the exclusive right to occupy and use that portion of the Visiting Baseball Team Locker Room, the Umpires' Locker Room, the Team Manager's Office, and the Visiting Team Manager's Office to be designated on Stadium Plans, during the Baseball Season on those days for which the Team has scheduled a home game. Nothing in this Agreement shall preclude shared use of such facilities by the College which does not interfere with Team Events.

4.9 Team Storage Area. The College shall provide the Team with unheated storage space to be designated by the College on Stadium Plans of up to 300 square feet within the Stadium for the Team's exclusive use on a year round basis during the Term of this Agreement.

4.10 Training Facilities. The parties acknowledge that the Stadium is being designed and constructed so as to provide or take advantage of training facilities (batting tunnels, weight rooms, whirlpool facilities, and so forth) that are or may be integrated with existing facilities on the Campus. It is intended and agreed by the parties that the facilities provided by the College be available for use not only by the Team, but also other users of the Stadium (such as, but not limited to, classes, high school teams, and college teams), to the extent appropriate. However, the parties agree to consult, cooperate, and utilize their best efforts to schedule the use of such facilities in a manner that will maximize their use and benefit to the College, the Team, and the community as a whole on a year round basis, except for equipment and facilities provided by the Team, which shall be for the exclusive use of the Team.

4.11 The Team shall have the exclusive right to occupy and use sales areas and storage areas to be designated by the College on Stadium Plans for Baseball Novelties.

4.12 Concession Service Areas. The Team shall have the exclusive right to occupy and use the Concession Service Areas to be designated by the College on the Stadium Plans, during Baseball Season during the Term of this Agreement. Team shall provide Concessions for non-Team Events during the Baseball Season at the request of the College. The College shall have the option to provide such Concessions itself. In the event that the College exercises its option to provide Concessions at non-Team Events during the Baseball Season, the College shall have the right to use the Concession Service Areas at cost for such period of time before, during and after the non-Team Event as is reasonably necessary to provide Concessions at such non-Team Event. The cost shall be at a rate to be negotiated between the parties prior to its use. In addition, the College shall have the right to use the Concession Service Areas outside the Baseball Season. The College shall be obligated to keep the Concession Service Areas in good order and condition during its use thereof.

4.13 Exclusive use of Team Areas During Baseball Season. Except as may otherwise be specifically provided in this Agreement, the Team shall have the exclusive use of Team Areas during the Baseball Season.

4.14 Use of the Common Areas of Stadium During Team Events. The Team shall have the use of the Common Areas of the Stadium for Team Events.

4.15 Legal Requirements. The Team's use of the Stadium shall be in all respects in compliance with Legal Requirements and the reasonable rules and regulations of the College of which Team has written notice. Smoking shall not be allowed in general seating areas. The Team shall, however, not be responsible for any structural or non-structural improvements to the Stadium in order to comply with Legal Requirements, other than Team related Legal Requirements, such obligations to be obligations of the College

Article V - College Use of Stadium; Scheduling

5.1 Non-Team Events - Generally. The College shall have the right to conduct non-Team Events at the Stadium, including, but not limited to, collegiate and high school games, education, classes, training, matches, practices, and other activities which will not adversely affect the field. Subject to the provisions of Article IV and Article V regarding scheduling priorities, the College shall have the right to use all Common Areas and Team Areas (except at such times as the Team has the right to the exclusive use of the Team Areas in question, as specified in Article IV of this Agreement) in conducting non-Team Events.

5.2 Non-Team Events - Priority. In the event that a Team Event has not been scheduled, and/or notice of a Team Event has not been given to the College as specified in Sections 4.3 and 4.4 above, for a particular date, such date shall be considered an "Open Date." The Team may schedule an Open Date by providing to the College a written request to College Athletics Director (a "Request") to use an Open Date. The Request shall include a description of the activity to be conducted in sufficient detail to allow the College to review the Request. An Open Date shall be deemed to have been scheduled when accepted by the College.

5.3 College Areas. The College shall have the exclusive use of College Areas, to be designated on the Stadium Plans and defined in Article I, on a year round basis.

5.4 Scheduling Cooperation. The Team and the College will consult and cooperate in good faith in the scheduling of Stadium Events so as: (1) to avoid scheduling and marketing conflicts; and (2) to maximize the use of the Stadium on a year round basis. Notwithstanding the foregoing, the failure of the Team and the College to agree on a particular matter shall not be construed as a failure by either party to consult and cooperate as required by this Section 5.4.

5.5 Storefront Shops. The College shall give the Team the exclusive use of a storefront to be designated on the Stadium plans (or "Team Storefront"). Subject to the foregoing, the College shall have the exclusive right to control and lease any storefront shops which may be incorporated into the Stadium, now or in the future. The College shall not lease such shops to a purveyor of food or beverage items or any business selling Baseball Novelties. No advertising on the storefronts will conflict with advertising in the Stadium or the Team Storefront.

Article VI - Concessions and Baseball Novelties

6.1 Concessions. The Team shall have the exclusive right and responsibility to provide Concessions at all Team Events and non-Team Events during the Baseball Season. The College shall have the option to provide Concessions at non-Team Events. In such case, the Team shall make available to the College without charge such Concession Service Areas as may be reasonably necessary to provide such Concessions but subject to the obligations of the College under Section 4.12.

6.2 Quality. All Concessions provided by the Team at Stadium Events will be provided

and delivered in a high quality, professional manner which is consistent with Professional Baseball Requirements.

6.3 Concession Products. Subject to the requirements of Section 6.2 and Legal Requirements, the Team shall have the exclusive right to determine the brands of food products, non-alcoholic beverages, and beer and wine sold within the Stadium.

6.4 Compliance with State and Local Rules and Regulations. The Team shall assure that the Concession Service Areas are operated in a clean, safe and healthy manner and in compliance with Legal Requirements relating to health and cleanliness.

6.5 Compliance with State Alcoholic Beverage Statutes and Regulations. To the extent the Team provides alcoholic beverages as part of the Concessions, the Team shall be solely responsible for assuring that the sale of alcoholic beverages are made, and the Concession Service Areas operated and maintained, in strict compliance with all Legal Requirements concerning the sale of alcoholic beverages.

6.6 Licenses and Permits. The Team is responsible for obtaining all applicable state and/or local permits and licenses for its provision of Concessions in the Stadium including, but not limited to, appropriate beer and wine licenses. The Team represents and warrants that it or its agent will, at all times during the Term of this Agreement, maintain, or provide for the maintenance of, appropriate permits for the sale of beer and wine in the Stadium. The College and the Team will not take any action which would prevent the sale of beer or wine within the Stadium, and shall fully cooperate in executing all necessary documents which may be required to keep such licenses and permits in full force and effect.

6.7 Beverages in Glass Bottles and Cans Prohibited. No beverage shall be sold by the Team in the Stadium in cans or glass bottles.

6.8 Baseball Novelties. The Team shall have the exclusive right to market and sell Baseball Novelties within the Stadium.

Article VII - Marketing, Advertising and Broadcast Rights

7.1 Tickets - Team Events. The Team shall have the sole right and responsibility for marketing, selling and determining the prices and terms of tickets to Team Events and shall retain the revenue therefrom. Box offices located within the Stadium shall be available for use by the Team on a year round basis.

7.2 Tickets - Non-Team Events. The College shall have the sole right and responsibility for marketing, selling and determining the prices and terms of tickets to non-Team Events and shall retain the revenue therefrom.

7.3 Internal Advertising. Subject to the terms of Section 7.4 below, the Team shall

determine the location, content and/or type of advertising signage within the Stadium including, but not limited to, the scoreboard (including message center advertising), interior walls, interior fences, interior facades, and interior appurtenances. All such advertising shall not be visible to the extent practicable and in accordance with generally recognized commercial standards from outside the Stadium and shall not be constructed, painted, or otherwise applied in a manner that will damage or injure any component of the Stadium.

7.4 Content of Advertising. Notwithstanding the provisions of Sections 7.3, the amount and content of all advertising shall be in accordance with Legal Requirements and in good taste and in accordance with the educational mission of the College and generally recognized commercial standards. There shall be no advertisements for liquor, wine, or tobacco products.

7.5 Exclusive Broadcast Rights. The Team shall have the exclusive right to broadcast, by any means now or hereafter developed, all Team Events held in the Stadium during the Term of this Agreement, and to sell or assign all or any portion of the rights thereof. The College shall have the exclusive right to broadcast, by any means now or hereafter developed, all non-Team Events held in the Stadium during the Term of this Agreement, and to sell or assign all or any portion of the rights thereof.

Article VIII - Stadium Maintenance and Repair

8.1 Field Maintenance. The Team shall provide and be solely responsible for Field Maintenance during the Baseball Season provided that the College shall be responsible for returning the field to the Team following a non-Team event during Baseball season in the same condition as prior to such non-Team event.

8.2 Exterior Maintenance. The College shall provide, and be responsible for, and shall bear all the costs of Exterior Maintenance not caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, team players or personnel of visiting baseball teams).

8.3 Facility Services and Security Services. The Team shall provide and be responsible for, and the Team shall bear all the costs of security services associated with Team Events. The Team shall provide and be responsible for, and shall bear all the costs of, Facility Services associated with Team Events.

8.4 Janitorial Services. The Team shall provide and be responsible for, and the Team shall bear all the costs of, Janitorial Services (including emptying bulk garbage dumpsters) associated with Team Events. For purposes of this Section 8.4, the term "supplies" shall include, but is not necessarily limited to, items such as: (1) trash can liners; (2) soap, detergent, bleach, and other cleaning agents; (3) brooms, mops, buckets, and similar cleaning utensils; and (4) toilet paper, paper towels, and similar paper products.

8.5 Staging. The Team shall provide, shall be solely responsible for, and shall bear all the Costs of, Staging associated with Team Events. The College shall provide, shall be solely responsible for, and shall bear all the costs of, Staging associated with non-Team Events.

8.6 Stadium Equipment and Fixtures. The College shall provide, shall be responsible for, and shall bear all the costs of routine maintenance and repair of College-owned property. Provided, however, that the Team shall be responsible for any damage to College-owned property as may be caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, personnel of visiting baseball teams). Fixtures purchased or provided by the Team shall become the property of the College at the end of the Term.

8.7 Capital Repairs and Replacements. The College shall provide, shall be responsible for, and shall bear all the costs of, all repairs, renovations and/or replacement costs for College-owned property which are capital in nature: Provided, however, that the Team shall be responsible for any damage to College-owned property as may be caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, personnel of visiting baseball teams).

8.8 Field Restoration Costs and Damage to the Playing Field. All costs of playing field restoration required as a result of damage to the field, will be paid by the College except for damage caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, personnel of visiting baseball teams) in which case the Team shall bear the cost of repair. Normal wear and tear, shall be borne by the party conducting the event causing the damage to the field. Neither party will permit any use of the playing field which causes or may cause any material damage to the playing surface, other than such damage as is normally attendant to the holding of athletic events.

Article IX - Stadium Utilities

9.1 Generally. The Team shall be responsible for all Stadium Utilities and shall reimburse the College for costs and expenses arising from or related to the use of such utilities during the Baseball Season except for non-Team Events. The Team shall exercise all reasonable efforts to conserve the usage of Stadium Utilities.

9.2 Telephones. The College shall be responsible for the cost, installation and maintenance of an adequate number of pay and other telephones in the Common Areas of the Stadium, including the press box, bullpen and dugouts. The College shall be responsible for the telephone wiring of, but not the cost, installation or maintenance of telephones in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team will be responsible for the cost and installation of all telephones in Team Areas. The Team shall be responsible for all telephone utility costs which are incurred with respect to telephone usage in Team

Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team shall also be responsible for all telephone utility costs which are associated with Team Events (including, but not limited to, telephone usage by the press, and visiting team broadcasters).

Article X - Indemnification and Insurance

10.1 Indemnification by Team. The Team agrees to indemnify and hold harmless the College, the State University of New York, and the County of Rensselaer, and their respective officers, representatives, trustees, directors, duly authorized agents and employees, from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including attorneys' fees, which are incurred in connection with, or arise by reason of: (1) any act, omission or negligence of the Team or its duly authorized agents; (2) any breach of this Agreement by the Team; and/or (3) any Team Event or any incident occurring in conjunction with, or as a result of, a Team Event.

10.2 Indemnification by College. The College agrees to indemnify and hold harmless the Team, its shareholders, officers, directors, duly authorized agents and employees, from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expense, including attorneys' fees, which are incurred in connection with, or arise by reason of: (1) any act, omission or negligence of the College or its duly authorized agents; (2) any breach of Agreement by the College; and/or (3) any non-Team Event or any incident occurring in conjunction with, or as a result of, a non-Team Event. Notwithstanding the foregoing provisions of this Sections 10.1 and 10.2, nothing herein shall be construed as rendering the Team or the College in any way liable to any third party.

10.3 Insurance Required of Team. The Team shall carry and maintain all insurance coverages as are necessary and appropriate for conducting Team Events and Team operations (including, but not limited to, personal injury, property damage, dram shop and public liability). Such insurance shall be primary, and not contributing with any other insurance maintained by the College except for negligence attributable to the College, its employees, agents or servants. The Team agrees to furnish to the College, prior to commencement of each Baseball Season, a certificate of insurance issued by its insurance carrier and in a form acceptable to the College. Failure to provide the College with the required insurance certificate within the stipulated time shall constitute a material breach of this Agreement. The Team shall secure general liability and personal injury in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, product liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, fire legal liability in the amount of \$1,000,000, automobile liability in the amount of \$1,000,000, umbrella liability in the amount of \$9,000,000. Such insurance shall remain in effect at all times during the Term of this Agreement. The insurance coverage shall include as an "additional insured" the following: the County of Rensselaer, the State University of New York, and Hudson Valley Community College. Such insurance coverages shall provide that coverage may not be cancelled except upon ten days written notice to the College.

10.4 Workers Compensation and Disability Insurance. The Team shall maintain workers

compensation and employee disability benefits insurance coverages for all Team Employees during the Term of this Agreement. Such insurance shall comply with all laws of the State of New York.

10.5 Insurance of Team Property. The Team shall be solely responsible for, and shall bear all the costs of, insuring property owned by the Team.

10.6 Cost of Insurance Coverage. The Team shall be solely responsible for procuring, and shall bear all the costs of, the insurance coverages required by Sections 10.3, 10.4 and 10.5, above.

10.7 Waiver of Subrogation. The Team and the College shall obtain waivers of subrogation from their respective insurers.

10.8 Insurance by College. The College shall maintain property and casualty insurance sufficient to replace the Stadium in accordance with the Stadium Plans in the event of destruction.

Article XI - Division of Revenues and Costs

11.1 Team Revenues. The Team shall retain the revenues generated by the following:

- (a) Ticket sales for Team Events, as more fully described in Section 7.1, above.
- (b) One hundred percent (100%) of the Concession sales as more fully described in Section 6.1 above.
- (c) One hundred percent (100%) of sales of pouring rights, internal advertising, including but not limited to all advertising inside the Stadium including scoreboard advertising/message center, public address announcements, outfield fence advertising, and advertising within the grandstand.
- (d) All broadcast rights to Team Events.
- (e) All novelty/souvenir sales, program sales, and promotions generated by Team Events.
- (f) Sales of Baseball Novelties, as described in Section 6.8..

11.2 College Revenues. The College shall retain the revenues generated by the following:

- (a) One hundred percent (100%) of the revenue from non-Team Event Concession sales to the extent the College has elected to take on the concession for such events.
- (b) All broadcast rights to non-Team Events.
- (c) All novelty/souvenir sales, program sales, and promotions generated by non-

Team Events other than Baseball Novelties.

(d) Sales or rentals of Stadium naming rights as described in Section 15.28, below.

(e) Parking rental fees, provided, however, that the College shall provide for the Team, without cost, seventy-five (75) spaces ("Allocation") for employees, members of the Team and visiting team, press, media, and officials. This Allocation shall be reviewed annually.

(f) All other items of revenue from operations other than Team operations, including, but not limited to, rentals from storefront shops (as described in Section 5.5, above) that may be incorporated into the Stadium.

11.3 Team Costs. The Team shall be responsible for, and shall bear all the costs of, the following:

(a) All costs of Team operations, including (but not limited to) Concessions operations, as specified in Article VI, above, insurance coverage for Team Events and Team operations, as specified in Article X, above, property insurance for Team-owned property, as specified in Section 10.5, above, telephone and telephone utility costs, as specified in Section 9.2, above, cable television costs, and so forth.

(b) Costs of Field Maintenance, as specified in Section 8.1, above.

(c) Costs of Exterior Maintenance, as specified in Section 8.2, above.

(d) Costs of Facility Services and security services, as specified in Section 8.3, above.

(e) Costs of Janitorial Services, as specified in Section 8.4, above.

(f) Costs of Staging, as specified in Section 8.5, above.

(g) All costs related to providing Concession, Baseball Novelties and novelty/souvenir sales, including supplies, and personnel costs, as described in Article VI, above. The Team shall be responsible for maintaining the Concession equipment in good repair and order, ordinary wear and tear excepted.

(h) The cost of the purchase and installation of a state of the art contemporary scoreboard/message center to the extent it is not covered by the Appropriation and the budget for the Stadium.

(i) All applicable state, local, and federal taxes, if any, assessable with respect to Team Events and Team operations. Except as specified above, or as may be specifically provided

elsewhere in this Agreement, the Team shall not be responsible for any costs related to the operation and maintenance of the Stadium, unless otherwise agreed upon by the Team and the College.

- (j) Costs of Concessions equipment for a first rate stadium.
- (k) The costs of Stadium utilities during the Baseball season.
- (l) The cost of insurance required of the Team.

11.4 College Costs. The College shall be responsible for, and shall bear all the costs of, the following:

(a) Routine maintenance and repair of Stadium equipment and fixtures: Provided, however, that the Team shall be responsible for any damage to College-owned property as may be caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, Team personnel and/or agents of the Team, as specified in Section 8.6, above.

(b) All repairs, renovations and/or replacement costs which are capital in nature, as specified in Section 8.7, above.

(c) Casualty (fire and other hazards) insurance for the Stadium and College-owned property.

(d) Liability insurance costs for non-Team Events.

(e) Utility costs (other than telephone costs) attributable to non-Team Events and non-Team operations and outside the Baseball Season.

(f) Reserved.

(g) Costs of Exterior Maintenance, as specified in Section 8.2, above.

(h) Costs of Field Maintenance, as specified in Section 8.1, above.

(i) Costs of Facility Services and security services, as specified in Section 8.3, above.

(j) Costs of Janitorial Services, as specified in Section 8.4, above.

(k) Costs of Staging, as specified in Section 8.5, above.

(l) All other Stadium-related costs for which the Team is not specifically responsible.

Article XII - Restricted Account for Capital Use for the Stadium

12.1 Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Year 1	\$25,000
Year 2	\$25,000
Year 3	\$25,000

At the end of the third Baseball Season and the first year of any Option Term, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder on the basis of the remaining term of this Agreement with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the College and the Team are unable to agree, this matter will be submitted to arbitration, under the Commercial Arbitration Rules of the American Arbitration Association.

12.2 Additional Rent or Credit - Suite Rentals. In the event that the Stadium Plans include Suites, the parties shall discuss the allocation of expenses and revenues associated therewith.

12.3 Certain Benefits. The Team shall provide the College with the following additional benefits or facilities without charge:

12.3.1 One outfield sign for promotion of the College and not for outside revenue;

*

12.3.2 Twelve season tickets or a suite if constructed and not to be utilized for outside revenue;

12.3.3 To the extent of Team radio broadcasts, three radio spots per Team Event to publicize the College and its programs or events;

*

12.3.4 An on-site presence at all Team Events to publicize the College and its programs or events.;

*

12.3.5 One unpaid public address announcements per game to publicize the College and its programs or events.

*

Article XIII - Destruction of Stadium

13.1 Destruction. In the event that the Stadium is totally or partially destroyed, the Team's rent shall be abated until repair or reconstruction by the College is Complete. The College shall

repair the Stadium provided, however, that nothing in this Section 13.1 shall require the College to repair or reconstruct the Stadium if the insurance therefore required under Section 10.8 above is insufficient to pay the costs thereof.

13.2 Reduction in Payment. Should the Stadium be unavailable for any of the Team's home Baseball Season games as a result of the destruction or other limitation in the use of the Stadium, not caused by a Team Event the Rental Payments due the College under Article XII, above, shall be reduced proportionate to that limitation of use.

13.3 Assistance of the College in Locating a Temporary Alternate Facility. If the Stadium becomes unavailable on a temporary basis by reason of either the partial destruction of the Stadium or the repair or restoration of the Stadium, or for any other reason, the College shall utilize its best efforts to assist the Team in locating an adequate temporary facility within, or in reasonable proximity to, the County of Rensselaer.

Article XIV - Assignment

14.1 Assignment. This Agreement shall not be assigned by the Team without the consent of the College which shall not be unreasonably withheld. The transfer of all of the capital stock of the Team to persons other than existing shareholders, their spouses, children or descendants or a merger or consolidation which results in such a transfer shall be deemed an assignment requiring the consent of the College.

Article XV - General Provisions

15.1 Governing Law. This Agreement shall be construed under, and in accordance with, the laws of the State of New York.

15.2 Entire Agreement. Except as otherwise specifically referenced herein, this Agreement constitutes the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof. This Agreement supersedes all previous verbal and written communications, representations, agreements, promises or statements.

15.3 Representations. The Team and the College, respectively, each represent and warrant to each other that their respective officers acting as signatories to this Agreement have the authority to bind the Team and the College, and that this Agreement, when properly executed by both parties, will constitute a valid and binding agreement, enforceable in accordance with its terms.

15.4 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and, with respect to the Team, if such holding does not affect the ability of the Team to perform and have access to the

Stadium as provided for herein, and, with respect to the College, such holding does not reduce or modify the benefits running to the College as provided herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

15.5 Notices and Addresses. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice:

(a) If to College, to:

Hudson Valley Community College
Attention: John Buono, President
Telecopy No.: (518) 629-8145

with copies to:

Featherstonhaugh, Conway
Wiley, & Clyne, LLP
Attention: Stephen J. Wiley, Esq.
Telecopy No. (518) 427-0452

(b) If to Team, to:

5 Knollwood Drive
Larchmont, NY 10538

Attention: William L. Gladstone
Telecopy No. (914) 834-9144

with copies to:

Sullivan & Worcester
767 Third Avenue
New York, NY 10017
Attention: Charles M. Dubroff, Esq.
Telecopy No. (212) 758-2151

The date of any such notice shall be the date it is sent by fax (with confirmation) or hand delivered, the business day following the date such notice is delivered (all expenses paid) to a nationally recognized overnight delivery service or the date such notice is otherwise received.

15.6 Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon, and duly executed by the parties hereto.

15.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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

15.9 Headings Only for Reference. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

15.10 Status of Parties. The parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create an agency relationship, a partnership or joint venture between the League, the Team, or the College with respect to the Team's activities conducted at the Stadium pursuant to the terms of this Agreement.

15.11 Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.

15.12 Improvements. The Team shall make no material improvements in the Team Areas or any other portion of the Stadium without the prior written consent of the College, which consent shall not be unreasonably withheld. Any improvements made to the Stadium by the Team will become the property of the College.

15.13 Waste or Nuisance. The Team shall not commit or permit any waste on or about the Stadium during the Term of this Agreement, nor shall it permit use of the Stadium or Team Areas for any unlawful purposes.

15.14 Observance of Laws. The Team agrees that it, its employees and its agents shall abide by, conform to and comply with all Legal Requirements. The Team will not do, nor suffer to be done, anything during the Term of this Agreement which is in violation of any such Legal Requirements. If the attention of the Team is called to a violation of such Legal Requirements on the part of the Team or any person employed by or admitted to the Stadium by the Team, the Team will immediately desist from and use its best efforts to correct such violation in accordance with the terms hereof.

15.15 No Defacement of Premises. The Team shall not injure nor mar, nor in any manner deface, the Stadium, and shall not cause or permit anything to be done whereby the Stadium shall be in any material manner injured, marred or defaced. The Team shall not make or allow to be

made, any material alteration to the Stadium without the prior written consent of the College, which consent shall not be unreasonably withheld. If the Stadium, or any portion thereof, during the Term of this Agreement, is damaged by the act, default or negligence of the Team, the Team's agents and employees, any visiting professional baseball team or its agents and employees, or any other party, its agents and employees, who are using the Stadium in conjunction with Team Events, the Team will pay to the College, upon demand, such sum as shall be necessary to restore said premises to its original condition, reasonable wear and tear excepted.

15.16 Seating Capacity. In no event shall tickets to any Team Event, or any other use of the Stadium by the Team, be sold or disposed of in excess of the seating capacity of the Stadium, which shall include grass and picnic areas.

15.17 Aisles Clear. The Team will not permit chairs or removable seats to be or remain in the passageways and will keep all passageways clear at all times.

15.18 No Obstruction of Sidewalk and Other Passageways. No portion of the sidewalks, entries, passages, vestibules, halls, elevators and all ways of access to public utilities of the Stadium shall be materially obstructed by the Team. Doors, stairways, and lighting attachments shall not be materially obstructed by the Team. Water closets and water apparatus will not be used for any purpose other than that for which they were constructed.

15.19 Copyrighted Material. The Team shall assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the conduct of a Team Event. The Team agrees to indemnify and hold harmless the County and the College and their duly authorized representatives from all damages, costs, expenses, including attorney's fees, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Team in connection with the event. The Team shall obtain and pay for all appropriate BMI, ASCAP and SESAC licenses for the event.

15.20 Removal of Equipment. In the event platforms or staging or any other structures are erected by the Team in any portion of the Stadium, the expense of such erection or removal shall be paid by the Team, and all damage to said premises or furnishings, caused by the erection or removal of such platforms, staging or other constructions, shall be paid by the Team.

15.21 Quit Premises. In the event the Stadium is not vacated by the Team upon termination of this Agreement, then the College shall be, and is hereby authorized, to move from said premises, at the expense of the Team, goods, wares, merchandise and property, of any and all kinds and descriptions, which may be then occupying Stadium. The College shall not be liable for any damages or loss of said goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which they may be removed.

15.22 Lost Articles. The Team shall have the right to collect and have custody of articles left in the Common Areas by persons attending Team Events. The College shall have the right to collect and have custody of articles left in the Common Areas by persons attending non-Team

Events.

15.23 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15.24 Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated into and are a part of this Agreement as if fully set out herein.

15.25 Access of Team to Stadium. The Team and its agents, assignees, invitees and licensees shall at all times during the Term hereof have reasonable means of ingress and egress to and from the Stadium.

15.26 Recording. Either party may request that a memorandum summary of this Agreement be executed for the purpose of making a notice filing of this Agreement.

15.27 Non-Baseball Related Team Events. The Team's use of a promoter or other such agent for purposes of conducting non-baseball related Team Events, and the Team's rental of signage or advertising as permitted hereunder, shall not be deemed to be a sublease or assignment of this Agreement if it is specifically authorized by the College.

15.28 Naming Rights. The parties acknowledge and agree that the College shall have the right to name the Stadium, to market and sell the right to name the Stadium, and to receive and retain all revenues to be derived from the marketing and sale of the name rights to the Stadium. The Team agrees that it shall exercise its best efforts to support and enhance the value of the naming rights. To the extent that it refers to the Stadium in promotional material, marketing, advertising, tickets and similar materials, the Team shall refer to and identify the Stadium by the name designated by the College, and no other name.

15.29 Access to Team Areas by College. The College shall have such access to all Team Areas during the Term of this Agreement as may be reasonably necessary to enable the College to carry out its obligations under this Agreement and to maintain and preserve the Stadium, related equipment, and fixtures.

15.30 Negotiation of Cooperative Arrangements. The parties agree to consult with each other concerning such cooperative arrangements as may be mutually beneficial to each party's operations and activities. Such arrangements may include, but are not limited to the use of College personnel by the Team to perform all or a portion of the duties and obligations of the Team under this Agreement. Notwithstanding the foregoing, the failure of the Team and the College to agree upon one or more such cooperative arrangements shall not be construed as a failure by either party to consult and cooperate as required by this Section 15.30.

15.31 Force Majeure. The Team and the College agree that with respect to any services to be provided, payments to be made, or action to be taken by either party during the Term of this Agreement, the party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such party such as Acts of

God, strike, lock-out, suspension of play of baseball, breakdown, accident, order or regulation of or by any governmental agency, or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other party hereto, or of servants, agents, employees, any assignee, or successor in interest to such other party. The time within which such services, payments, or actions shall be performed or rendered shall be extended for a period of time equivalent to the delay engendered by such cause.

15.32 Default. In the event that either party hereto shall materially breach, violate or fail fully to perform any term or provision contained in this Agreement, the non-breaching party may, upon thirty (30) days written notice thereof to the breaching party, terminate this Agreement: Provided, however, that the defaulting party shall have the right and opportunity to cure the default within said 30-day period, or, if such breach, violation or non-performance cannot be cured within a 30-day period, to begin diligently to effect such cure during such period. In the event that such breach, violation or non-performance is not cured within said 30-day period (or, as to defaults not curable within 30 days, diligent efforts to effect a cure during such 30-day period have not begun), then this Agreement shall terminate upon the expiration of such period and the non-breaching party shall thereupon have the right to exercise such additional rights or remedies as it may have.

15.33 No Offer. This draft is not an offer, and may be withdrawn at any time prior to its execution by the College. The obligations of the Team hereunder are subject to the Team obtaining necessary approvals from the Baseball Authorities. The obligations of the College and the County hereunder are subject to the receipt of the Appropriation, the planning and development and the preparation of acceptable plans by the Dormitory Authority of the State of New York, the compliance with all Legal Requirements, including, by way of example, but not in limitation, those imposed by the Environmental Conservation Law.

15.34 Venue. The arbitration described in Section 12.1 of this Agreement shall be held in the County of Rensselaer. Any action or proceeding arising out of this Agreement, its existence, breach, or interpretation shall be brought and defended in Supreme Court, County of Rensselaer, and the parties agree that such court shall have exclusive jurisdiction over all such proceedings.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this the 20th day
of JUNE, 2000.

HUDSON VALLEY COMMUNITY COLLEGE

By: *[Signature]*

Name:

Title:

NATIONAL PASTIME CORPORATION

By: *William L. Gladstone*

William L. Gladstone

President

COUNTY OF RENSSELAER

By: *[Signature]*

Henry Zwack

County Executive

[Signature]
APPROVED AS TO FORM

COUNTY ATTORNEY

49809

[Signature]
APPROVED
BUREAU OF BUDGET

ADDENDUM TO FACILITY AGREEMENT

This Addendum is made as the 24th day of March, 2003, by and between HUDSON VALLEY COMMUNITY COLLEGE ("College") and TRI-CITY VALLEYCATS, INC. ("Team")

WITNESSETH:

WHEREAS, the College and the Team entered into a Facility Agreement on June 30, 2000 which sets forth the terms and conditions under which the parties would utilize and maintain the Stadium; and

WHEREAS, Article VIII of the Facility Agreement provides in part that the Team shall provide and be solely responsible for Field Maintenance during the Baseball Season with the College accepting responsibility for such maintenance during the remainder of the year; and

WHEREAS, in conjunction with the Brickman Contract, the parties now desire to modify Article VIII of the Facility Agreement dealing with their respective obligations as they relate to Stadium Field maintenance for the period ending April 30, 2003 and to reimburse the Team for Brickman's services outside of the Baseball Season and on other playing fields on the College campus;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Article I -- Definitions

1.1 Definitions. The terms used in this Addendum shall have the same meaning as defined in the Facility Agreement except where expressly modified herein.

1.2 "Brickman Contract" shall mean the contract entered into between the Team and Brickman Group, Ltd. as it relates to the scope of services provided in furtherance of athletic turf and landscape maintenance.

Article 2 -- College's Obligations

2.1 For the one year period commencing May 1, 2003 and ending April 30, 2003, the College shall pay \$90,000 in one lump sum by April 1, 2003 directly to the Team in consideration of the services to be rendered for the benefit of the College by the Brickman Group, Ltd. pursuant to the Brickman Contract and to fulfill the College's obligations under Sections 11.4b and 8.1 of the Facility Agreement.

2.2 In consideration of the payments made by the Team pursuant to Section 1.3 of this Agreement, the College shall supply all approved equipment necessary for Stadium Field maintenance operations and all fuel, repairs, preventative maintenance and necessary parts in order to maintain the equipment in proper working condition.

Article 3 - Team's Obligations

3.1 For the one year period commencing May 1, 2002, and ending April 30, 2003 the Team (a) will forward to Brickman Group, Ltd. The payment made by the College within ten (10) days of its receipt from the College and (b) has paid the sum of \$50,000 which payments have been or shall be made in consideration of services rendered and to be rendered to the Team and College by the Brickman Group, Ltd. pursuant to the Brickman Contract and to fulfill the Team's obligations under Sections 11.3b and 2.1 of the Facility Agreement.

3.2 The Team shall comply with all terms and conditions of the Brickman Contract.

3.3 The Team shall pay the College the sum of \$10,000 per year in annual installments of \$10,000 for each year that the Team utilizes the equipment and services described in Section 2.2 of this Agreement. Total amount paid by the Team shall not exceed \$50,000 over the life of the Facility Agreement. The Team will make payment prior to June 1st of the subsequent baseball season.

Article 4

4.1 All other terms and conditions of the Facility Agreement not expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this
25 day of March, 2003.

HUDSON VALLEY COMMUNITY COLLEGE

By: John Bruno

John Bruno, President

TRICITY VALLEYCATS, INC.

By: William L. Gladstone

William L. Gladstone, President

TOTAL P.03

TOTAL P.02

ARTICLE 2.2 - IN CONSIDERATION OF THE PAYMENTS MADE BY THE TEAM PURSUANT TO SECTIONS 3.3 OF THIS AGREEMENT, THE COLLEGE SHALL SUPPLY ALL APPROVED EQUIPMENT NECESSARY FOR STADIUM FIELD MAINTENANCE OPERATIONS AND ALL ~~fuel~~^{repairs}, MPREVENTATIVE MAINTENANCE, AND NECESSARY PARTS IN ORDER TO MAINTAIN THE EQUIPMENT IN PROPER WORKING CONDITION.

ARTICLE 3.3 - THE TEAM SHALL PAY THE COLLEGE THE SUM OF \$10,000 PER YEAR IN ANNUAL INSTALLMENTS OF \$10,000 FOR EACH YEAR THAT THE TEAM UTILIZES THE EQUIPMENT AND SERVICES DESCRIBED IN SECTION 2.2 OF THIS AGREEMENT. TOTAL AMOUNT PAID BY THE TEAM SHALL NOT EXCEED \$50,000 OVER THE LIFE OF THE FACILITY AGREEMENT. THE TEAM WILL MAKE PAYMENT PRIOR TO JUNE 1ST OF THE SUBSEQUENT BASEBALL SEASON.

AGREEMENT

This Agreement ("Agreement") made as of the 3rd day of January, 2005, between Hudson Valley Community College, an educational institution, sponsored by the County of Rensselaer with its campus at 80 Vandenburg Avenue, Troy, New York 12180 ("College"), the County of Rensselaer ("County") and Tri-City ValleyCats, Inc., a New York corporation with its offices at Joseph L. Bruno Stadium, 80 Vandenburg Avenue, Troy, New York ("Team").

WHEREAS, the College, County, and Team have executed that certain Facility Agreement dated the 20th day of June, 2000 ("Facility Agreement");

and

WHEREAS, the College and Team wish to amend Sections 11.2 (e) and 12.1 of said Facility Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Section 11.2(e) is deleted for the Initial Term and the following new Section 11.2(e) is substituted.

"Effective for the Baseball Season commencing in year 4, the Team shall pay the College \$35,000 per year as a parking rental fee in lieu of College charging any parking rental fees to patrons of Team Events. Payment of such fee by Team shall be made in two equal installments on July 1 and August 15 each year up to and including year 10. In the event Team wishes to implement a parking fee at any time during years 4 through 10 it requires the mutual agreement of Team and College.

Section 12.1 is amended to read as follows:

Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Years 1 through 6 \$25,000 each year

At the end of the sixth Baseball Season and the first year of any Option Term, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder on the basis of the remaining term of this Agreement with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the

College and Team are unable to agree, this matter will be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date indicated below.

Date: January 11, 2005

Hudson Valley Community College

By: [Signature]

Name: Marco J. Silvestri

Title: President

Date: January 4, 2005

Tri-City ValleyCats, Inc.

By: William L. Gladstone

Name: William L. Gladstone

Title: President

Date: 1/24/05

County of Rensselaer

By: Kathleen M. Jimino

Name: Kathleen M. Jimino

Title: County Executive

74747(word)

Approved as to form

[Signature]
Rensselaer County Attorney

[Signature]
APPROVED
BUREAU OF BUDGET

SECOND AMENDMENT TO FACILITY AGREEMENT

This second amendment ("Amendment") to Facility Agreement made as of the 21 day of June, 2012, amends the Facility Agreement dated as of the 20th day of June, 2000, by and between Hudson Valley Community College ("College") and National Pastime Corporation, as amended by the first amendment thereto between the College and Tri-City ValleyCats, Inc. ("Team") as successor to National Pastime Corporation, dated as of the 3rd day of January, 2005 ("Facility Agreement").

WHEREAS, the Initial Term of the Facility Agreement commenced on June 1, 2001, the first full Baseball Season following Completion of the Stadium; and

WHEREAS, the Team has exercised its option to extend the Facility Agreement for an additional five (5) year term by giving written notice of its exercise of the option no later than June 15, 2010; and the parties wish to amend the Facility Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Capitalized terms use in the preamble shall have the meanings provided in the preamble and capitalized terms not defined herein shall have the meanings provided in the Facility Agreement.

2. The following Sections of the Facility Agreement are amended as provided below:

Section 1.1.7 is amended to read as follows:

1.1.7 "Commencement Date" shall mean June 1, 2001.

Section 1.1.12 is amended to read as follows:

1.1.12 "Facility Services" shall mean the operation and staffing of the in-Stadium box office, all ticket booths, ushering services, first-aid room to the extent required by Legal Requirements or Professional Baseball Requirements, the opening and closing of the Stadium, and the operation of all Stadium Utilities provided, however that the College shall supply all Stadium Utilities and invoice the Team for its share of Stadium Utilities monthly. Team shall have the right, at its expense, to audit the utility calculation and allocation provided by the College.

Section 1.1.32 is amended to read as follows:

1.1.32 "Stadium Utilities" shall mean all electric, gas, sewage, and water services utilized by or for the benefit of the Stadium as provided in Section 9.1. Stadium Utilities shall not include telephone service or cable television service.

Section 1.1.35 is amended to read as follows:

1.1.35 "Suites" shall mean in-stadium luxury suites built into the Stadium grandstand and the term "Suites Payment" is defined in Section 11.3m.

A new section 1.1.42 is added to read as follows:

1.1.42 "Utility Payment" shall mean a payment by the Team to the College to defray the cost for the College to provide Stadium Utilities for Team Events during the Baseball Season and the Team Office Area throughout the year.

Section 2.1 is amended to read as follows:

2.1 Initial Term. The Initial Term of this Agreement shall mean ten (10) successive Baseball Seasons commencing on June 1, 2001.

Section 2.2 is amended to read as follows:

2.2 Option Term. The Team shall have the option to renew the Term of this Agreement for two additional five year terms. All terms of this Agreement shall remain the same for each Option Term, except that the Capital Reserve as defined in Section 12.1 shall be reviewed as provided herein. The Team shall give the College written notice of its exercise of the option no later than June 15, 2010 in the case of the first renewal term and June 15, 2015 in the case of the second renewal term. The Team has exercised its option for the first additional five-year term.

Section 4.5 is amended to read as follows:

4.5 The Team may request the use of the Stadium for additional Team Events from the Vice President for Finance. If the Stadium is available, and the proposed use is consistent with the College's programs and requirements, and the Team and Vice President for Finance agree upon such use, they shall also agree on the additional fee to be paid by the Team for such use.

Section 8.1 is amended to read as follows:

8.1 Field Maintenance. The Team shall provide and be solely responsible for Field Maintenance during the Baseball Season provided that the College shall be responsible for returning the field to the Team following a non-Team event during Baseball season in the same condition as prior to such non-Team event.

Section 9.1 is amended to read as follows:

9.1 Generally. The Team shall be responsible for all Stadium Utilities and shall reimburse the College for costs and expenses arising from or related to the use of such utilities (i) during the Baseball Season except for non-Team events, or (ii) for Team Events and the Team Office throughout the year.

Section 9.2 is amended to read as follows:

9.2 Telephones. The College shall be responsible for the cost, installation and maintenance of an adequate number of pay and other telephones in the Common Areas of the Stadium, including the press box, bullpen and dugouts. The College shall be responsible for the telephone wiring of, but not the cost, installation or maintenance of telephones in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team will be responsible for the cost and installation of all telephones in Team Areas. The Team shall be responsible for all telephone utility costs which are incurred with respect to telephone usage in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team shall also be responsible for all telephone utility costs which are associated with Team Events (including, but not limited to, telephone usage by the press, and visiting team broadcasters). The College shall invoice the Team monthly for this expense.

The title of Article XI is amended to read as follows:

Division of Revenues and Costs; Payments and Reimbursements.

Section 11.2(e) is amended to read as follows:

11.2 College Revenues. The College shall retain the revenues generated by the following:

(a) One hundred percent (100%) of the revenue from non-Team Event Concession sales to the extent the College has elected to take on the concession for such events.

(b) All broadcast rights to non-Team Events.

(c) All novelty/souvenir sales, program sales, and promotions generated by non-Team Events other than Baseball Novelties.

(d) Sales or rentals of Stadium naming rights as described in Section 15.28, below.

(e) The College shall provide for the Team, without cost, seventy five (75) spaces ("Allocation") for employees, members of the Team and visiting team, press, media, and officials. This Allocation shall be reviewed annually.

(f) All other items of revenue from operations other than Team operations, including, but not limited to, rentals from storefront shops (as described in Section 5.5, above) that may be incorporated into the Stadium.

Section 11.3 is amended to read as follows:

11.3 Team Costs, Expenses, Payments and Reimbursements. The Team shall be responsible for, and shall bear all the costs of or pay or reimburse the College for the following:

(a) All costs of Team operations, including (but not limited to) Concessions operations, as specified in Article VI, above, insurance coverage for Team Events and Team

operations, as specified in Article X, above, property insurance for Team-owned property, as specified in Section 10.5, above, telephone and telephone utility costs, as specified in Section 9.2, above, cable television costs, and so forth.

- (b) Costs of Field Maintenance, as specified in Section 8.1, above.
- (c) Costs of Exterior Maintenance, as specified in Section 8.2, above.
- (d) Costs of Facility Services and security services, as specified in Section 8.3, above.
- (e) Costs of Janitorial Services, as specified in Section 8.4, above.
- (f) Costs of Staging, as specified in Section 8.5, above.
- (g) All costs related to providing Concession, Baseball Novelties and novelty/souvenir sales, including supplies, and personnel costs, as described in Article VI, above. The Team shall be responsible for maintaining the Concession equipment in good repair and order, ordinary wear and tear excepted.
- (h) The cost of the purchase and installation of a state of the art contemporary scoreboard/message center to the extent it is not covered by the Appropriation and the budget for the Stadium.
- (i) All applicable state, local, and federal taxes, if any, assessable with respect to Team Events and Team operations. Except as specified above, or as may be specifically provided elsewhere in this Agreement, the Team shall not be responsible for any costs related to the operation and maintenance of the Stadium, unless otherwise agreed upon by the Team and the College.
- (j) Costs of Concessions equipment for a first rate stadium.
- (k) The costs of Stadium Utilities during the Baseball Season.
- (l) The cost of insurance required of the Team.
- (m) The Suites Payment. Team shall pay College \$38,000 per year during the Term and each Option Term in consideration of the Team's exclusive right to license the Suites for Team Events during the Baseball Season. College shall receive no revenue from the licensing of the Suites. Licenses for the Baseball Season shall be on terms and conditions reasonably acceptable to the College and which are generally consistent with the College's facility usage plan. The Suites Payment shall be made to College in two (2) equal installments on July 1 and August 15 each year.

Section 11.2(e) of the First Amendment is renumbered 11.3(n) and amended to read as follows:

(n) Effective for the Baseball Season commencing on June 1, 2004, during the Term and each Option Term, the Team shall pay the College \$35,000 per year as a parking rental fee in lieu of College's charging any parking rental fees to patrons of Team Events. Payment of such fee by Team shall be made in two equal installments on July 1 and August 15 each year until the end of the Term, including optioned extensions. The implementation of a parking fee to patrons requires the mutual agreement of Team and College.

Section 12.1 is amended to read as follows:

12.1 Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Years 11 through 15 - \$25,000 each year

No expenditures shall be made from the Restricted Account unless both Team and College agree. Section 2.2 of this Agreement provides that the Team shall give the College notice of its exercise of the option to renew for an additional five (5) year period before June 15, 2015. If the Team exercises its option to renew for the additional five (5) year term commencing on the commencement of the 2016 Baseball Season as defined in section 1.1.5, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder on the basis of the remaining term of this Agreement with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the College and Team are unable to agree, this matter will be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

Section 12.2. is amended to read as follows:

12.2 Suite Rentals. During the Term and each Option Term, the Team shall have the use of the Suites and the income therefrom for all Team Events during the Baseball Season in consideration of the Suites Payment.

Section 15.5 is amended to read as follows:

15.5 Notices and Addresses. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, overnight delivery service, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice:

(a) If to College, to:

Hudson Valley Community College
80 Vandenburg Avenue
Troy, New York 12180
Attention: Andrew J. Matonak, President
Telecopy No.: (518) 629-8145

with copies to:

Featherstonhaugh, Wiley, & Clyne, LLP
99 Pine Street
Albany, New York 12207
Attention: Stephen J. Wiley, Esq.
Telecopy No. (518) 427-0452

- (b) If to Team, to:
30 Clubhouse Lane
Scarsdale, NY 10583
Attention: William L. Gladstone
Telecopy No. (914) 478-4906

with copies to:

Richard J. Murphy
Joseph L. Bruno Stadium
80 Vandenburg Avenue
Troy, NY 12180

The date of any such notice shall be the date it is sent by fax (with confirmation) or hand delivered, the business day following the date such notice is delivered (all expenses paid) to a nationally recognized overnight delivery service or the date such notice is otherwise received.

This Agreement may be executed in counterparts, which shall be effective when signed by each party and shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 21st day of June, 2012.

HUDSON VALLEY COMMUNITY COLLEGE

By: 
Name: Andrew J. Matonak
Title: President

TRI-CITY VALLEYCATS, INC

By: 
William L. Gladstone
President

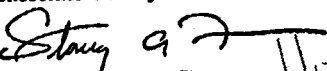
COUNTY OF RENSSELAER

By:  10/2/12
Kathleen M. Jimino
County Executive

Approved as to form


STEPHEN A. PECHENIK
Rensselaer County Attorney

Approved by the
Rensselaer County Bureau of Budget


Stacey A. Farrar
Director of Budget 10/1/12

THIRD AMENDMENT TO FACILITY AGREEMENT

This third amendment ("Amendment") to Facility Agreement made as of the ____ day of March, 2014, amends the Facility Agreement dated as of the 20th day of June, 2000, by and between Hudson Valley Community College ("College") and National Pastime Corporation, as amended by the first and second amendments thereto between the College and Tri-City ValleyCats, Inc. ("Team") as successor to National Pastime Corporation, dated as of the 3rd day of January, 2005 and the 21st of June, 2012 respectively ("Facility Agreement").

WHEREAS, the Initial ten (10) year Term of the Facility Agreement commenced on June 1, 2002, the first full Baseball Season following Completion of the Stadium with the option to renew two additional five (5) year terms; and

WHEREAS, the Team has exercised its option to extend the Facility Agreement for an additional five (5) year term by giving written notice of its exercise of the option no later than June 15, 2010; and

WHEREAS, the first additional five (5) year renewal term is set to expire at the end of the 2016 Baseball Season and the Team has until June 15, 2015 to give written notice of its intent to extend the Facility Agreement for a second additional five (5) year term expiring at the end of the 2021 Baseball Season and the parties wish to amend the Facility Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Capitalized terms use in the preamble shall have the meanings provided in the preamble and capitalized terms not defined herein shall have the meanings provided in the Facility Agreement.

2. The following Sections of the Facility Agreement are amended as provided below:

Section 1.1.7 is amended to read as follows:

1.1.7 "Commencement Date" shall mean June 1, 2002.

Section 1.1.12 is amended to read as follows:

1.1.12 "Facility Services" shall mean the operation and staffing of the in-Stadium box office, all ticket booths, ushering services, first-aid room to the extent required by Legal Requirements or Professional Baseball Requirements, the opening and closing of the Stadium, and the operation of all Stadium Utilities provided, however that the College shall supply all Stadium Utilities and invoice the Team for its share of Stadium Utilities monthly. Team shall have the right, at its expense, to audit the utility calculation and allocation provided by the College.

Section 1.1.32 is amended to read as follows:

1.1.32 "Stadium Utilities" shall mean all electric, gas, sewage, and water services utilized by or for the benefit of the Stadium as provided in Section 9.1. Stadium Utilities shall not include telephone service or cable television service.

Section 1.1.35 is amended to read as follows:

1.1.35 "Suites" shall mean in-stadium luxury suites built into the Stadium grandstand and the term "Suites Payment" is defined in Section 11.3m.

A new section 1.1.42 is added to read as follows:

1.1.42 "Utility Payment" shall mean a payment by the Team to the College to defray the cost for the College to provide Stadium Utilities for Team Events during the Baseball Season and the Team Office Area throughout the year.

Section 2.1 is amended to read as follows:

2.1 Initial Term. The Initial Term of this Agreement shall mean ten (10) successive Baseball Seasons commencing on June 1, 2001.

Section 2.2 is amended to read as follows:

2.2 Option Term. The Team shall have the option to renew the Term of this Agreement for three additional five year terms. All terms of this Agreement shall remain the same for each Option Term, except that the Capital Reserve as defined in Section 12.1 shall be reviewed as provided herein. The Team shall give the College written notice of its exercise of the option no later than June 15, 2010 in the case of the first renewal term, June 15, 2015 in the case of the second renewal term and June 15, 2020 in the case of the third additional renewal term. The Team has exercised its option for the first additional five-year term. In the event the Team elects not to renew for a second or third additional five-year term, the Team shall remain responsible for the remaining Lease Payments for the new videoboard/scoreboard as provided in Section 11.3 (h).

Section 4.5 is amended to read as follows:

4.5 The Team may request the use of the Stadium for additional Team Events from the Vice President for Finance. If the Stadium is available, and the proposed use is consistent with the College's programs and requirements, and the Team and Vice President for Finance agree upon such use, they shall also agree on the additional fee to be paid by the Team for such use.

Section 8.1 is amended to read as follows:

8.1 Field Maintenance. The Team shall provide and be solely responsible for Field Maintenance during the Baseball Season provided that the College shall be responsible for returning the field to the Team following a non-Team event during Baseball season in the same condition as prior to such non-Team event.

Section 9.1 is amended to read as follows:

9.1 Generally. The Team shall be responsible for all Stadium Utilities and shall reimburse the College for costs and expenses arising from or related to the use of such utilities (i) during the Baseball Season except for non-Team events, or (ii) for Team Events and the Team Office throughout the year.

Section 9.2 is amended to read as follows:

9.2 Telephones. The College shall be responsible for the cost, installation and maintenance of an adequate number of pay and other telephones in the Common Areas of the Stadium, including the press box, bullpen and dugouts. The College shall be responsible for the telephone wiring of, but not the cost, installation or maintenance of telephones in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team will be responsible for the cost and installation of all telephones in Team Areas. The Team shall be responsible for all telephone utility costs which are incurred with respect to telephone usage in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team shall also be responsible for all telephone utility costs which are associated with Team Events (including, but not limited to, telephone usage by the press, and visiting team broadcasters). The College shall invoice the Team monthly for this expense.

The title of Article XI is amended to read as follows:

Division of Revenues and Costs; Payments and Reimbursements.

Section 11.2(e) is amended to read as follows:

11.2 College Revenues. The College shall retain the revenues generated by the following:

- (a) One hundred percent (100%) of the revenue from non-Team Event Concession sales to the extent the College has elected to take on the concession for such events.
- (b) All broadcast rights to non-Team Events.
- (c) All novelty/souvenir sales, program sales, and promotions generated by non-Team Events other than Baseball Novelties.
- (d) Sales or rentals of Stadium naming rights as described in Section 15.28, below.
- (e) The College shall provide for the Team, without cost, seventy five (75) spaces ("Allocation") for employees, members of the Team and visiting team, press, media, and officials. This Allocation shall be reviewed annually.

(f) All other items of revenue from operations other than Team operations, including, but not limited to, rentals from storefront shops (as described in Section 5.5, above) that may be incorporated into the Stadium.

Section 11.3 is amended to read as follows:

11.3 Team Costs, Expenses, Payments and Reimbursements. The Team shall be responsible for, and shall bear all the costs of or pay or reimburse the College for the following:

(a) All costs of Team operations, including (but not limited to) Concessions operations, as specified in Article VI, above, insurance coverage for Team Events and Team operations, as specified in Article X, above, property insurance for Team-owned property, as specified in Section 10.5, above, telephone and telephone utility costs, as specified in Section 9.2, above, cable television costs, and so forth.

(b) Costs of Field Maintenance, as specified in Section 8.1, above.

(c) Costs of Exterior Maintenance, as specified in Section 8.2, above.

(d) Costs of Facility Services and security services, as specified in Section 8.3, above.

(e) Costs of Janitorial Services, as specified in Section 8.4, above.

(f) Costs of Staging, as specified in Section 8.5, above.

(g) All costs related to providing Concession, Baseball Novelties and novelty/souvenir sales, including supplies, and personnel costs, as described in Article VI, above. The Team shall be responsible for maintaining the Concession equipment in good repair and order, ordinary wear and tear excepted.

(h) The costs associated with the purchase, installation and maintenance of a new state of the art contemporary videoboard/scoreboard as follows:

- (i) The College will bear the initial cost for the purchase, delivery and installation of the new videoboard/scoreboard and the removal of the existing scoreboard in the amount of \$ ("Purchase Price") in addition to any costs accrued thereafter including those associated with a maintenance agreement or any other costs, foreseen and unforeseen, related to the videoboard/scoreboard ("Ancillary Costs").
- (ii) The Team shall reimburse the College for the Purchase Price, in ten equal annual payments, plus any Ancillary Costs incurred by the College in that given year ("Lease Payment").
- (iii) The first Lease Payment shall be due on July 1, 2014 and annually due thereafter on July 1 until the Purchase Price and Ancillary Costs are fully reimbursed with the final payment to be made on

- July 1, 2023 assuming the Team elects the option to renew for a second and third additional five (5) year terms.
- (iv) In the event the Team elects not to exercise its option to renew for a second additional five (5) year term, the remaining eight annual Lease payments that would otherwise be due on July 1, 2016 through July 1, 2023 shall be due in full and paid to the College no later than July 1, 2015.
 - (v) In the event the Team elects the option to renew the second additional five (5) year term but does not exercise its option to renew for a third additional five (5) year term, the remaining three annual Lease Payments that would otherwise be due on July 1, 2021, July 1, 2022 and July 1, 2023, shall be due in full and paid no later than July 1, 2020.
 - (vi) At all times, the College and the County of Rensselaer shall be deemed the "owner" of the videoboard/scoreboard and shall be entitled to retain the videoboard/scoreboard as the property of the College and the County of Rensselaer upon the expiration of this Agreement.
 - (vii) The College shall not be responsible for any damages, including consequential damages, alleged to be incurred by the Team for any delay in the delivery, installation or performance of the video board/scoreboard.
 - (viii) The College shall be entitled to use the video board/scoreboard at its discretion at any non-Team Event.

(i) All applicable state, local, and federal taxes, if any, assessable with respect to Team Events and Team operations. Except as specified above, or as may be specifically provided elsewhere in this Agreement, the Team shall not be responsible for any costs related to the operation and maintenance of the Stadium, unless otherwise agreed upon by the Team and the College.

(j) Costs of Concessions equipment for a first rate stadium.

(k) The costs of Stadium Utilities during the Baseball Season.

(l) The cost of insurance required of the Team.

(m) The Suites Payment. Team shall pay College \$38,000 per year during the Term and each Option Term in consideration of the Team's exclusive right to license the Suites for Team Events during the Baseball Season. College shall receive no revenue from the licensing of the Suites. Licenses for the Baseball Season shall be on terms and conditions reasonably acceptable to the College and which are generally consistent with the College's facility usage plan. The Suites Payment shall be made to College in two (2) equal installments on July 1 and August 15 each year.

Section 11.2(e) of the First Amendment is renumbered 11.3(n) and amended to read as follows:

(n) Effective for the Baseball Season commencing on June 1, 2004, during the Term and each Option Term, the Team shall pay the College \$35,000 per year as a parking rental fee in lieu of College's charging any parking rental fees to patrons of Team Events. Payment of such fee by Team shall be made in two equal installments on July 1 and August 15 each year until the end of the Term, including optioned extensions. The implementation of a parking fee to patrons requires the mutual agreement of Team and College.

Section 12.1 is amended to read as follows:

12.1 Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Years 11 through 15 - \$25,000 each year

No expenditures shall be made from the Restricted Account unless both Team and College agree. Section 2.2 of this Agreement provides that the Team shall give the College notice of its exercise of the option to renew for an additional five (5) year period before June 15, 2015. If the Team exercises its option to renew for the additional five (5) year term commencing on the commencement of the 2017 Baseball Season as defined in section 1.1.5, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder. Should the Team exercise its option to extend this Agreement, the adjusted capital reserve payments shall be applicable throughout the second and third additional five (5) year renewal option terms with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the College and Team are unable to agree, this matter will be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

Section 12.2. is amended to read as follows:

12.2 Suite Rentals. During the Term and each Option Term, the Team shall have the use of the Suites and the income therefrom for all Team Events during the Baseball Season in consideration of the Suites Payment.

Section 15.5 is amended to read as follows:

15.5 Notices and Addresses. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, overnight delivery service, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice:

(a) If to College, to:

Hudson Valley Community College
80 Vandenberg Avenue
Troy, New York 12180
Attention: Andrew J. Matonak, President
Telecopy No.: (518) 629-8145

with copies to:

Featherstonhaugh, Wiley, & Clyne, LLP
99 Pine Street
Albany, New York 12207
Attention: Scott J. Ely, Esq.
Telecopy No. (518) 427-0452

(b) If to Team, to:

30 Clubhouse Lane
Scarsdale, NY 10583
Attention: William L. Gladstone
Telecopy No. (914) 478-4906

with copies to:

Richard J. Murphy
Joseph L. Bruno Stadium
80 Vandenberg Avenue
Troy, NY 12180

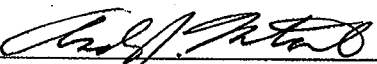
The date of any such notice shall be the date it is sent by fax (with confirmation) or hand delivered, the business day following the date such notice is delivered (all expenses paid) to a nationally recognized overnight delivery service or the date such notice is otherwise received.

This Agreement may be executed in counterparts, which shall be effective when signed by each party and shall constitute one agreement.

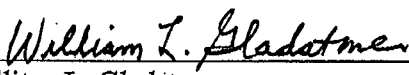
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this day of March, 2014.

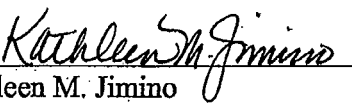
HUDSON VALLEY COMMUNITY COLLEGE

By: 
Name: Andrew J. Matonak
Title: President

TRI-CITY VALLEYCATS, INC

By: 
William L. Gladstone
President

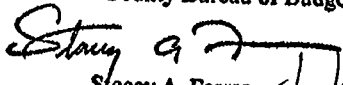
COUNTY OF RENSSELAER

By:  5/21/14
Kathleen M. Jimino
County Executive

Approved as to form

 5/20/14
STEPHEN A. PECHENIK
Rensselaer County Attorney

Approved by the
Rensselaer County Bureau of Budget

 6/20/14
Stacey A. Farrar
Director of Budget

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/29

RESOLUTION AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISE, INC FOR LEGAL SOFTWARE - COUNTY ATTORNEY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Attorney's Office seeks Legislative approval to enter into an agreement with Axon Enterprise, Inc. for legal software for the period beginning November 1, 2026 through November 30, 2026; and

WHEREAS, The Department is required to provide legal services to the Rensselaer County Family Court and local social services for neglect and suspected child abuse matters as well as juvenile delinquency matters pertaining to the Raise the Age mandate; and

WHEREAS, Axon Enterprise, Inc., 18800 N 85th Street, Scottsdale, Arizona 85255 provides secure cloud based legal software for the purpose of interdepartmental and Govemental agency discovery that is required for proper representation of the County; and

WHEREAS, Currently the County's file storage platform has limited ability to seamlessly obtain and store the required voluminous litigation documents which in turn greatly restricts the Attorney's ability to adhere to the various mandates required by the court system; and

WHEREAS, Utilizing New York State OGS Contract no. PM69698 (IT Umbrella Contract) Axon Enterprise, Inc. will provide unlimited cloud-based file storage for a term of five years beginning November 1, 2026; and

WHEREAS, The amount for this service shall not exceed \$7,658.18 for the first year, with a one percent (1%) increase annually, not to exceed \$41,551.60 and has been budgeted for within the 2026 Rensselaer County Adopted Budget via the Department's appropriation code A.1420.04900 for the purpose of said agreement; and

WHEREAS, That any positions, programs, expenditure and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and

WHEREAS, The start and end date of the agreement, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name and address of the contracting party is as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Legal Software	Axon Enterprise, Inc. 17800 N 85 th Street Scottsdale, AZ 85255	A.1420.04900	2026 - \$7,658.18 2027 - \$7,981.56 2028 - \$8,300.83 2029 - \$8,632.86 2030 - \$8,978.17

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

Carl J. Kempf, III, Esq



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-929770-46280DD

Issued: 09/15/2026

Quote Expiration: 12/31/2026

Estimated Contract Start Date: 12/01/2026

Account Number: 512960

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Rensselaer County (NY) Attorney's Office 1600 7th Ave Troy, NY 12180-3410 USA	Rensselaer County (NY) Attorney's Office 1600 7th Ave Troy NY 12180-3410 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel DeGennaro Phone: Email: ddegennaro@axon.com Fax:	Jennifer Turner Phone: 5182702951 Email: jturner@renscony.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$41,551.60
ESTIMATED TOTAL W/ TAX	\$41,551.60

Discount Summary

Average Savings Per Year	\$10,552.40
TOTAL SAVINGS	\$52,762.00

Quote Unbundled Price:	\$94,320.80
Quote List Price:	\$43,738.40
Quote Subtotal:	\$41,551.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00031	Justice Premier Plus Plan	4	60	\$372.17	\$161.41	\$153.34	\$36,801.60	\$0.00	\$36,801.60
A la Carte Services									
100490	Axon Justice - PSO - Fast Pass	1	1		\$5,000.00	\$4,750.00	\$4,750.00	\$0.00	\$4,750.00
Total							\$41,551.60	\$0.00	\$41,551.60

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier Plus Plan	100165	Axon Evidence - Storage - Third Party Unlimited	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	101866	Axon Brief One for Justice	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	101905	Policy Chat	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	101966	Axon Unlimited Smart Detection and Attribute Search	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	102525	Mobile Device Extraction Viewer	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	102610	Axon Community Link	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	11642	Axon Investigate - Third Party Video Support	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	73478	Axon Evidence - Redaction Assistant User License	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	73686	Axon Evidence - Storage - Axon Device Unlimited	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	73838	Axon Evidence - License - Pro for Prosecutor	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	85762	Axon Auto-Transcribe - Justice Access	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	85767	Axon Evidence - Discovery Module Access	4	12/01/2026	11/30/2031

Services

Bundle	Item	Description	QTY
A la Carte	100490	Axon Justice - PSO - Fast Pass	1

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of New York OGS Contract PM69698 (IT Umbrella Contract) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed