

Budget & Finance Committee Packet

Tuesday, September 2, 2026

INDEX OF RESOLUTIONS		
COMMITTEE	RESOLUTION	TITLE
SS/B/R	G/1	RESOLUTION AUTHORIZING A PURCHASE OF CAR SIMULATOR - VAN RENSSELAER MANOR Motion Made By: Seconded By: In favor: Opposed: Notes:
J/B/R	G/2	RESOLUTION AUTHORIZING THE PURCHASE OF NETWORKING EQUIPMENT, SOFTWARE SUBSCRIPTIONS, AND PROFESSIONAL SERVICES - BUREAU OF PUBLIC SAFETY Motion Made By: Seconded By: In favor: Opposed: Notes:
C/PW/B/R	G/3	RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH COLLIERS ENGINEERING AND DESIGN FOR CONSTRUCTION INSPECTION SERVICES - HIGHWAY DEPARTMENT Motion Made By: Seconded By: In favor: Opposed: Notes:
PW/B/R	G/4	RESOLUTION AMENDING RESOLUTION G/403/24 AND AUTHORIZING THE IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT (CR 40 PLANK ROAD BRIDGE REPLACEMENT OVER POESTEN KILL), WHICH MAY BE ELIGIBLE FOR FEDERAL-AID AND/OR STATE-AID, OR REIMBURSEMENT FROM BRIDGE NY FUNDS - HIGHWAY DEPARTMENT Motion Made By: Seconded By: In favor:

		Opposed: Notes:
C/J/B/R	G/5	RESOLUTION AUTHORIZING AN AGREEMENT WITH BOYS & GIRLS CLUBS OF THE CAPITAL AREA FOR COMMUNITY PROGRAMMING FOR AREAS OF MOST RISK TOWARD VIOLENT CRIME - DEPARTMENT OF PROBATION Motion Made By: Seconded By: In favor: Opposed: Notes:
SS/C/B/R	G/6	RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH SAMARITAN HOSPITAL AND THE EDDY FOUNDATION FOR A CO-OCCURRING MENTAL HEALTH TRAINING PROJECT - DEPARTMENT OF MENTAL HEALTH Motion Made By: Seconded By: In favor: Opposed: Notes:
C/B/R	G/7	RESOLUTION AUTHORIZING THE CHIEF FISCAL OFFICER TO ISSUE IN REM TAX FORECLOSURE SURPLUS FUNDS TO PRIOR OWNER - COUNTY ATTORNEY Motion Made By: Seconded By: In favor: Opposed: Notes:
PW/B/R	G/8	RESOLUTION AUTHORIZING THE APPROPRIATION OF HIGHWAY MACHINERY FUND BALANCE AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - HIGHWAY DEPARTMENT Motion Made By: Seconded By: In favor: Opposed: Notes:

PW/B/R	G/9	RESOLUTION AUTHORIZING THE REPAIR OF A TRACTOR - HIGHWAY DEPARTMENT Motion Made By: Seconded By: In favor: Opposed: Notes:
PW/B/R	G/10	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - AUTOMOTIVE MAINTENANCE Motion Made By: Seconded By: In favor: Opposed: Notes:
C/PW/B/R	G/11	RESOLUTION AUTHORIZING AN AMENDED ENERGY PERFORMANCE AGREEMENT WITH SIEMENS INDUSTRY, INC., FOR IMPROVEMENTS RELATED TO THE MAIN HIGHWAY GARAGE AND RELATED LEASE/PURCHASE AGREEMENT WITH SIEMENS PUBLIC, INC. - BUREAU OF CENTRAL SERVICES Motion Made By: Seconded By: In favor: Opposed: Notes:
C/PW/B/R	G/12	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: In favor: Opposed: Notes:
J/B/R	G/13	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - PUBLIC DEFENDER, CONFLICT DEFENDER AND PUBLIC ADMINISTRATOR Motion Made By: Seconded By:

		In favor: Opposed: Notes:
J/B/R	G/14	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY Motion Made By: Seconded By: In favor: Opposed: Notes:
J/B/R	G/15	RESOLUTION AUTHORIZING PAYMENT TO RESOLVE PENDING LITIGATION - COUNTY ATTORNEY Motion Made By: Seconded By: In favor: Opposed: Notes:
LG/C/B/R	G/16	RESOLUTION AUTHORIZING AN AGREEMENT WITH TOWN HALL STREAMS FOR LIVE STREAMING SERVICES OF PUBLIC FORUMS AND MEETINGS OF THE LEGISLATURE - LEGISLATURE Motion Made By: Seconded By: In favor: Opposed: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date September 8, 2026

Resolution No. G/1

RESOLUTION AUTHORIZING A PURCHASE OF CAR SIMULATOR - VAN RENSSELAER MANOR

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

WHEREAS, Van Rensselaer Manor is seeking approval to purchase a Car Simulator for use by the Physical and Occupational Therapies Unit; and

WHEREAS, The purchase was approved as part of the 2026 Rensselaer County Adopted Budget (Form 5); and

WHEREAS, The Facility has received a proposal from Advanced Therapy Products, Inc. for the purchase of the equipment; 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 budgeted appropriations are as follows:

DESCRIPTION	VENDOR	BUDGET CODE	TOTAL
Car Simulator	Advanced Therapy Products, Inc. PO BOX 1117 Ashland, VA 23005	EH.08413.00	\$17,030.00

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign a purchase order for the afore-mentioned purchase.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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



Car Simulator

ADVANCED THERAPY PRODUCTS, INC.
P.O. BOX 1117
Ashland, VA 23005
PHONE: (800) 548-4550 FAX: (804) 747-0676
Purchase@atpwork.com

PRICE QUOTATION

WT-960 Tran-Sit[®] Car Transfer Simulator

TO:

Van Renssalaer Manor
85 Blooming Grove Drive
Troy, NY 12180

Attn: Luanne Wade

DATE: 06/05/2026

EXPIRES: 09/03/2026

DELIVERY: 10 Weeks

TERMS: Net 30 Days

Quote #F060530.1WT

Part Number / Description	Price
WT-960- WT-960 Tran-Sit [®] Car Transfer Simulator (NO OPTIONS)	\$15,530.00

Options available:

WT-960HAS- Height Adjustment System (Anchorage Ability included)	\$7,750.00
WT960GBP- Brake/Gas Pedal Option	\$803.00
WT-960RTT- Reaction Time Tester (Requires gas/brake pedal option)	\$2,085.00
WT-960ACH- Adaptive Driving Controls (Requires gas/brake pedal option)	\$1,705.00
WT-960CP- Custom paint - Most RAL colors available	\$605.00
WT-960CG- Custom graphics available- PER surface (one door, nose)	\$385.00
WT-960HDF- Heavy Duty Feet (Not available w/ Height Adjustment system)	\$220.00
WT-960RC- Retractable Casters (not available w/ Height Adjustment System)	\$440.00

WT-960CSD- Crating/Shipping/Delivery RANGE: \$1,300.00-\$1,500.00 (NY)

-STATE AND LOCAL TAXES ARE NOT INCLUDED.

- CUSTOMER IS RESPONSIBLE FOR DIRECT PAYMENT OF ANY TAXES OR FEES

-SHIPMENT REQUIRED WITHIN 6 MONTHS OF ORDER DATE.

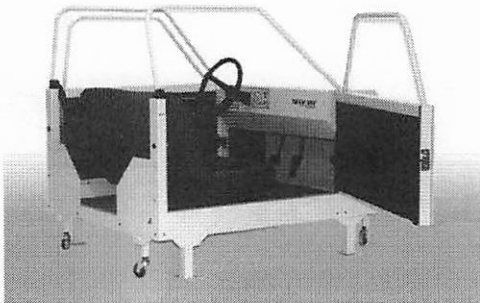
E26.01

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ADVANCED THERAPY PRODUCTS, INC.

[Home](#) [Products](#) [Gallery](#) [Contact](#)



TRAN-SIT®

TRAN-SIT® Car Transfer Simulator (WT-960)

The **WT-960 TRAN-SIT® Car Transfer Simulator** is designed to provide a safe and convenient alternative to "parking lot" car transfer training. The TRAN-SIT® allows your patients to learn and practice car transfer skills in the year-round comfort and safety of a clinical setting.

It is loaded with features; true-to-life vehicle components like functional doors, reclining bucket seats, tilt steering column, and wheelchair loading space make it look and feel like a real car. The open-back design also makes training easier for both you and your patient.

Quality-constructed to provide years of active use and consistent performance, the TRAN-SIT® is an attractive, functional, and valuable addition to any rehab program. Its life-like appearance also adds to the realism of car transfer training activities.

Want to add even more realism to your TRAN-SIT®? We can customize with paint colors as well as the addition of graphics, such as company logos, simple design representations, and recognition to donors. Alternatively, local graphic artists can

6/5/26, 1:40 PM

Advanced Therapy Products, Inc. - Tran-Sit Car Transfer Simulator

be commissioned directly by the customer for fully custom wraps after receiving delivery of their TRAN-SIT®. [View the gallery for examples.](#)

If you're interested in a smaller version of the TRAN-SIT®, see our [Mini TRAN-SIT® \(WT-980\)](#)



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date September 8, 2026

Resolution No. G/2

RESOLUTION AUTHORIZING THE PURCHASE OF NETWORKING EQUIPMENT, SOFTWARE SUBSCRIPTIONS, AND PROFESSIONAL SERVICES - 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") has completed construction of its Mobile Communications and Command Center ("MCCC") and is equipping the vehicle with the technology necessary to support emergency communications, incident command and continuity of operations; and

WHEREAS, In order to provide secure and redundant connectivity between the MCCC and the County Emergency Communications Center ("ECC"), it is necessary to procure enterprise networking equipment, cybersecurity appliances, software subscriptions and related professional installation and configuration services; and

WHEREAS, The proposed equipment and services have been reviewed and approved by the Rensselaer County Department of Information Services; and

WHEREAS, The equipment and services are available through the National Cooperative Purchasing Alliance ("NCPA") cooperative purchase program, utilizing Contract Nos. 01-169 and 01-170; and

WHEREAS, The Bureau has funding available for this purchase within the 2026 Rensselaer County Adopted Budget via appropriation code A.3640.02400.ESINET, Emergency Services IP Network Grant ("ESINet"); 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 budgeted appropriations are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Aruba Networking equipment - MCC	Acture Solutions, Inc. 453 New Karner Road Albany, NY 12205	A.3640.02400. ESINET	\$11,487.36
Professional Services - MCC			\$2,485.00
Barracuda Firewall appliances, licensing & subscriptions - MCC			\$3,262.64
Barracuda Firewall appliances, licensing & subscriptions - ECC			\$12,072.52
Aruba networking equipment - ECC			\$21,977.30
Professional Services - ECC			<u>\$2,485.00</u>
		TOTAL:	\$53,769.82

; now, therefore, be it

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

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign software subscriptions included with these purchases, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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 NETWORKING EQUIPMENT AND PROFESSIONAL SERVICES - BUREAU OF PUBLIC SAFETY

Requested by: Bureau of Public Safety

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 53,769.82 current year
_____ ongoing expenses per year

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

a) For federal funding: amount \$ 0.00 and length of time federal funding is available N/A. Is it available for ongoing expenses? Yes N/A or No N/A

b) For state funding: amount \$ 53,769.82 and length of time state funding is available Ongoing. 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 \$ 0.00
Total projected interest costs \$ 0.00

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

e) Other (please explain) \$ 0.00

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

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: Purchase of critical networking and cybersecurity equipment and software. Installation of said equipment by professional IT experts. Without said equipment we will not be fully operational in the new MCCC and could be subject to easy intrusion by hackers

Department Head

Dep. Director E. Heffern

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 Public Safety
Mobile Command Center - Aruba

SOW # - 29763189

Date	Quote #
07/16/26	CSIQ9135

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via:	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

ID #	CPI	Item	Description	Qty	Unit Price	Ext. Price
1		R8Q70A	ARUBA 6200M 48G CL4 POE 4SFP+ SW PL-WB	1	\$7,666.20	\$7,666.20
2		H91L9E	ARUBA 3Y FOUNDATION CARE NBD EXCH 6200M 48G POE SVC PL-LS	1	\$2,123.27	\$2,123.27
3		JL086A#ABA	ARUBA X372 54VDC 680W PS US PL-WB Country of Origin: N/A Weight: 3.65 Dim Weight: 959.07	1	\$599.59	\$599.59
4		S1G50A	HPE ARUBA NETWORKING AP-634-US PL-VL	1	\$877.09	\$877.09
5		H87J9E	HPE ANW 3YFOUNDATION CARE NBD EXCH AP-634 SVC PL-VR	1	\$183.08	\$183.08
6		S4K79A	HPE ANW AP-MNT-U CAMPUS TYPE U BRKT KIT PL-VL	1	\$38.13	\$38.13

*****IMPORTANT*** PO's must reference****NCPA Contract Number NCPA 01-169**

Please forward Purchase Order to: POApproved@acturesolutions.com

Sub Total	\$11,487.36
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$11,487.36

Product quoted is purchased under NCPA Contract Number NCPA 01-169. The services prices on this quotation are quoted per GSA Federal Supply Service Price List Schedule for Information Technology Services; Federal Supply Group 70; SIN 54151S IT Professional Services; Class D399; Contract Number: 47QTCA22D005T. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf> Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice.

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 Public Safety
Mobile Command Center SVCs

SOW # - 29763189

Date	Quote #
07/16/26	CSIQ9136

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via:	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

Item	Description	Qty	Unit Price	Ext. Price
1	SPS-ACTPSRCMCC-AS Acture Professional Services	1	\$2,485.00	\$2,485.00

Please contact me if I can be of further assistance.

Please forward Purchase Order to: POApproved@acturesolutions.com

Sub Total	\$2,485.00
Sales Tax	\$0.00
Shipping	\$0.00

Total \$2,485.00

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change. For Project Work Acture Solutions requires payment of fifty percent (50%) of the total project labor cost before Acture Solutions shall commence work. All hardware purchases must be paid in full prior to placement of the equipment order by Acture Solutions. Client agrees to pay balance of project cost to Acture Solutions at Project completion. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here: <https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf>. Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms,

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 BPS Main Office
SVCs

SOW # - 29764281

Date	Quote #
07/16/26	CSIQ9139

Prepared For:			Sales Representative:		
John Cubit	Phone:	(518) 270-2780	Shaman Anderson		
Rensselaer County	Fax:		Sales Operations Administrator		
99 Troy Road	Terms:				
East Greenbush, NY 12061	Ship via:				
United States	E-Mail	jcubit@rensco.com	andersons@acturesolutions.com		

CPI	Item	Description	Qty	Unit Price	Ext. Price
1	SPS-ACTPSRCBPS-AS	Acture Professional Services	1	\$2,485.00	\$2,485.00

Please forward Purchase Order to: POApproved@acturesolutions.com

*****IMPORTANT*******PO's must reference both Acture Quote#, and
NCPA Contract Number NCPA 01-170**

Sub Total	\$2,485.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$2,485.00

Product and Services quoted are purchased under NCPA Contract Number NCPA 01-170. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf>. Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 BPS Main Office
- Barracuda

SOW # - 29764281

Date	Quote #
07/16/26	CSIQ9141

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via: E-Mail jcubit@rensco.com	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

CPI	Item	Description	Qty	Unit Price	Ext. Price
1	BNGF80B	Barracuda CloudGen Firewall Appliance F80B BNGF80B - Gigabit Ethernet - HTTP,SSH,DHCP,SNMP - Desktop - 4x1 GbE, 4 x USB 2.0, 1x RJ45 Serial / console, VGA - RAM 4 GB - 80 GB SSD	1	\$1,337.90	\$1,337.90
2	BNGF80A-E	Barracuda CloudGen Firewall F80 Energize Updates Subscription 1 Month	12	\$18.91	\$226.92
3	BNGF80A-H	Barracuda CloudGen Firewall F80 Instant Replacement Subscription 1 Month	12	\$18.91	\$226.92
4	BNGF80A-M	Barracuda CloudGen Firewall F80 Malware Protection Subscription 1 Month	12	\$16.43	\$197.16
5	BNGF80A-A	Barracuda CloudGen Firewall F80 Advanced Threat Protection Subscription 1 Month	12	\$25.10	\$301.20
6	BNGF80B.RK015	Barracuda Rack Mount Kit Subscription for Model F80B	1	\$75.66	\$75.66
7	BXDR-NTWK-MON-DVC-1M	BarracudaExtended Detection and Response (XDR), Network Security, Monitor Only, per Device, 1 Month	12	\$74.74	\$896.88

Please forward Purchase Order to: POApproved@acturesolutions.com

IMPORTANT

**PO's must reference both Acture Quote#, and
NCPA Contract Number NCPA 01-170**

Sub Total	\$3,262.64
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$3,262.64

Product and Services quoted are purchased under NCPA Contract Number NCPA 01-170. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf>. Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice

CONFIDENTIAL

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 BPS Main Office
- Barracuda

SOW # - 29764281

Date	Quote #
07/20/26	CSIQ9151

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via: E-Mail jcubit@rensco.com	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

CPI	Item	Description	Qty	Unit Price	Ext. Price
1	BNGF80B	Barracuda CloudGen Firewall Appliance F80B BNGF80B - Gigabit Ethernet - HTTP,SSH,DHCP,SNMP - Desktop - 4x1 GbE, 4 x USB 2.0, 1x RJ45 Serial / console, VGA - RAM 4 GB - 80 GB SSD	2	\$1,337.90	\$2,675.80
2	BNGF80A-E	Barracuda CloudGen Firewall F80 Energize Updates Subscription 1 Month	60	\$18.91	\$1,134.60
3	BNGF80A-H	Barracuda CloudGen Firewall F80 Instant Replacement Subscription 1 Month	60	\$18.91	\$1,134.60
4	BNGF80A-M	Barracuda CloudGen Firewall F80 Malware Protection Subscription 1 Month	60	\$16.43	\$985.80
5	BNGF80A-A	Barracuda CloudGen Firewall F80 Advanced Threat Protection Subscription 1 Month	60	\$25.10	\$1,506.00
6	BNGF80B.RK015	Barracuda Rack Mount Kit Subscription for Model F80B	2	\$75.66	\$151.32
7	BXDR-NTWK-MON-DVC-1M	BarracudaExtended Detection and Response (XDR), Network Security, Monitor Only, per Device, 1 Month	60	\$74.74	\$4,484.40

Please forward Purchase Order to: POApproved@acturesolutions.com

IMPORTANT

**PO's must reference both Acture Quote#, and
NCPA Contract Number NCPA 01-170**

Sub Total	\$12,072.52
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$12,072.52

Product and Services quoted are purchased under NCPA Contract Number NCPA 01-170. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf>. Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice

CONFIDENTIAL

**Acture Solutions, Inc.**

453 New Karner Road
Albany, NY 12205
(518) 377-4057

Quotation

Rensselaer County-2026 BPS Main Office

SOW # - 29764281

Date	Quote #
07/20/26	CSIQ9152

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via:	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

ID #	CPI	Item	Description	Qty	Unit Price	Ext. Price
1		R8Q70A	ARUBA 6200M 48G CL4 POE 4SFP+ SW PL-WB	2	\$7,666.20	\$15,332.40
2		H91L9E	ARUBA 3Y FOUNDATION CARE NBD EXCH 6200M 48G POE SVC PL-LS	2	\$2,123.27	\$4,246.54
3		JL086A#ABA	ARUBA X372 54VDC 680W PS US PL-WB	4	\$599.59	\$2,398.36

IMPORTANT PO's must reference

NCPA Contract Number NCPA 01-169

Please forward Purchase Order to: POApproved@acturesolutions.com

Sub Total	\$21,977.30
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$21,977.30

Product quoted is purchased under NCPA Contract Number NCPA 01-169. The services prices on this quotation are quoted per GSA Federal Supply Service Price List Schedule for Information Technology Services; Federal Supply Group 70; SIN 54151S IT Professional Services; Class D399; Contract Number: 47QTCA22D005T. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf> Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements

Committee

Date September 8, 2026

Resolution No. G/3

RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH COLLIERS ENGINEERING AND DESIGN FOR CONSTRUCTION INSPECTION SERVICES - HIGHWAY DEPARTMENT

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

WHEREAS, Resolution G/400/24 authorized an agreement with Colliers Engineering & Design to provide engineering services relating to the replacement of the CR 53 (Best Luther Road) Large Culvert over the North Branch of the Moordner Kill in the amount of \$91,000.00; and

WHEREAS, In order to advance the project through construction, a supplemental agreement is required to cover the cost of construction inspection services; and

WHEREAS, The start and end date 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>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u>
Construction Inspection Services for CR 53 Large Culvert Replacement 8/1/2026 - 7/31/2027 ; now, therefore, be it	Colliers Engineering & Design 18 Corporate Woods Blvd. Suite 400 Albany, NY 12211	H.5120.02500.H1218	\$43,000.00

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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: EXECUTION OF SUPPLEMENTAL AGREEMENT #1 – CR 53

Requested by: HIGHWAY DEPARTMENT

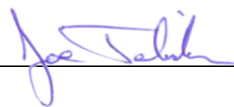
Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 43,000 current year
\$ 0.00 ongoing expenses per year.
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): FEDERAL AND STATE
- 3) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - a) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) 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 \$ _____
 - c) Tax levy impact for current year \$ 43,000 and ongoing \$ 0.00
 - d) Other (please explain) \$ _____
- 4) Is this expense or program mandated? Yes X No _____
- 5) Length of expense or project (one time only, ongoing, etc.): Ongoing.

This supplemental agreement is for construction inspection services relating to the replacement of the CR 53 (Best Luther Road) Large Culvert over the North Branch of the Moordner Kill. This replacement project will have a life of greater than 10 years.

Department Head



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Bayly, Fleming

Sent To: Contracts & Agreements

Committee

Date October 8, 2024

Resolution No. G/400/24

RESOLUTION AUTHORIZING AN AGREEMENT WITH COLLIERS ENGINEERING & DESIGN FOR ENGINEERING SERVICES - HIGHWAY DEPARTMENT

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

WHEREAS, Resolution G/221/23 authorized a Capital Project for the replacement of the CR 53 (Best Luther Road) large culvert; and

WHEREAS, The Rensselaer County Highway Department issued a Request for Proposals (RFP) for engineering design services for the replacement of the CR 53 (Best Luther Road) large culvert project which was ranked according to cost, approach, experience, quality, and familiarity; and

WHEREAS, The Rensselaer County Engineer, following an inclusive review and scoring of the submitted responses, determined Colliers Engineering & Design, 18 Corporate Woods Blvd., Suite 400, Albany, New York 12211 to provide design services for the replacement of the CR 53 (Best Luther Road) large culvert; and

WHEREAS, The Highway Department seeks Legislative approval to enter into an agreement with Colliers Engineering & Design to provide the above described engineering services; and

WHEREAS, The source of funding of such agreement, the total 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>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>ESTIMATED CONTRACT AMOUNT</u>
RFP 24-26 Design Services for CR 53 Large Culvert Replacement	Colliers Engineering & Design 18 Corporate Woods Blvd. Suite 400 Albany, NY 12211	H.5120.02500.H1218	\$91,100.00

; 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: 19

Nays: 0

Abstain: 0

October 8, 2024

Clerk of the Legislature

Sent to County Executive 10/9/24

Received from County Executive 10/16/24

Jessica L. Chao
Clerk of the Legislature



Executive Action

Approved ☒ Date 10/14/24

Disapproved _____
Veto Message Attached and Returned to Clerk

Steven F. McCall
County Executive

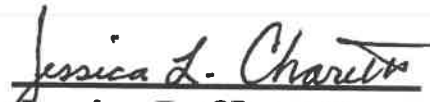
Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the October 8, 2024 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 16th day of October, 2024 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 16th day of October, 2024.

Seal


Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

Via Email
July 8, 2026

Rensselaer County
Joseph Teliska PE, County Engineer
124 Bloomingrove Drive
Troy, NY 12180

Contract RFB 24-26 - Replacement of CR 53 (Best Luther Road) Large Culvert
Over the North Branch Moordner Kill
Town of East Greenbush, Rensselaer County, NY
Supplemental for Construction Inspection Services
Project No. 24007747G

Dear Mr. Teliska,

Colliers Engineering & Design appreciates the opportunity to provide Rensselaer County with part-time construction inspection services for the replacement of the existing culvert for the above-referenced project. We propose to perform milestone inspections at key stages of the work, as outlined below. A summary of the services to be provided is included below.

Section 9 Construction Observation

Colliers Engineering & Design will provide part-time construction observation services during incremental and key phases of construction to document contractor progress, verify conformance with the contract documents, and communicate observed issues to the County. Services will generally include the following:

- Attend pre-construction coordination meeting.
- Observe removal and disposal of the existing culvert, wingwalls, and associated removals.
- Observe periodic excavation activities and verify that suitable bearing material or competent rock has been encountered at foundation subgrade elevations.
- Observe placement of concrete leveling footings and document installation procedures and quantities.
- Observe installation of the precast culvert structure and associated wingwalls.
- Observe placement and compaction of structural backfill around the culvert and behind wingwalls.
- Perform periodic site visits during roadway reconstruction activities to monitor construction progress and general compliance with the plans and specifications.
- Observe installation of guiderail, bridge railings, and end treatments.
- Observe placement of asphalt pavement, including final surface course installation (anticipated Spring 2027).
- Prepare field observation reports documenting site conditions, construction progress, and observed deficiencies (variable, based on progress).

- Coordinate with the Owner and Contractor regarding observed construction issues, requests for information, and field modifications.
- Participate in a final project walk-through and prepare a punch list of outstanding items requiring completion or correction.
- Conduct a final closeout observation to confirm completion of punch-list items and substantial completion of the work.

Assumptions

- Services are limited to periodic, part-time observation and do not constitute continuous full-time inspection. **It is assumed that the site visits will be weekly, up to 12 hours max per week, for 18 weeks, and 2 weeks in 2027, for 20 weeks total.**
- Laboratory testing, materials testing, and special inspections are excluded unless specifically requested. **However, we are including an allowance of \$5,000 for testing**

Total Estimated Fee for Part-Time CI = \$43,000 (which includes \$5,000 testing allowance)

Exclusions

- Construction administration services such as pay application review, change order preparation, and resident engineering services are excluded unless specifically identified in the scope.
- Surveying, construction staking, or as-built survey services.
- Preparation of record drawings or as-built plans.
- Review and certification of contractor quantities, measurements, or pay estimates.
- Preparation, negotiation, or administration of change orders.
- Claims review, dispute resolution, mediation, or expert witness services.
- Environmental compliance monitoring, permitting compliance inspections, or SWPPP inspections.
- Traffic control inspections or verification of daily maintenance and protection of traffic.
- Daily inspection reports or daily site presence.

If you have any questions, feel free to contact me at 518.469.4634. We look forward to continuing our collaboration with the County on this project.

Sincerely,

Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.



Brett Reynolds, PE
Geographic Discipline Leader

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Sabo

Sent To: Public Works

Committee

Date September 8, 2026

Resolution No. G/4

RESOLUTION AMENDING RESOLUTION G/403/24 AND AUTHORIZING THE IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT (CR 40 PLANK ROAD BRIDGE REPLACEMENT OVER POESTEN KILL), WHICH MAY BE ELIGIBLE FOR FEDERAL-AID AND/OR STATE-AID, OR REIMBURSEMENT FROM BRIDGE NY FUNDS - HIGHWAY DEPARTMENT

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

WHEREAS, A project for the Bridge NY BIN 3303650 CR 40 Plank Road Bridge Replacement over Poesten Kill, Rensselaer County - P.I.N. 1762.84-D041526 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, 23CFR as amended and PUB. L. 117-58 also known as the "Bipartisan Infrastructure Law" (BIL); and

WHEREAS, The County of Rensselaer will design, let, and construct the Project; and

WHEREAS, The County of Rensselaer desires to advance the Project by making a commitment of one hundred percent (100%) of the costs of Preliminary Design, Detailed Design, and Right of Way Incidentals; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby approves the Project as described above; and, be it further

RESOLVED, That the Rensselaer County Legislature hereby authorizes the County of Rensselaer to pay one hundred percent (100%) of the cost of Preliminary Design, Detailed Design, and Right of Way Incidentals for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and, be it further

RESOLVED, That the sum of \$439,703.00 (Four hundred and thirty-nine thousand seven hundred and three dollars and zero cents) is hereby appropriated and made available to cover the cost of participation in the above stated phases of the Project; and, be it further

RESOLVED, That the Rensselaer County Legislature hereby agrees that the County of Rensselaer shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the County of Rensselaer; and, be it further

RESOLVED, That in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the Rensselaer County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Rensselaer County Legislature thereof; and, be it further

RESOLVED, That the Rensselaer County Legislature hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and, be it further

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

COUNTY ROAD FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
D.5120.04900	\$90,514.85	\$0.00	\$ 90,514.85
Highway/Bridge Maintenance - Professional Services			
D.9950.09003	\$21,985.15	\$0.00	\$ 21,985.15
Transfers to Capital (CR 114 Bridge Reconstruction)			

CAPITAL FUND

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Revenues			
H.5120.45891.H1228	\$417,717.85	\$0.00	\$417,717.85
Other Transportation - Federal (CR 40 Bridge Replacement)			
H.5120.50311.H1228	\$21,985.15	\$0.00	\$21,985.15
Interfund Transfers (Local Share - CR 40 Bridge Replacement)			
Appropriations			
H.5120.02500.H1228	\$439,703.00	\$0.00	\$439,703.00
CR 40 Bridge Replacement			

; and, be it further

RESOLVED, That the Rensselaer County Executive, or the County Engineer as his designee, is authorized to sign all necessary agreements, certifications, or reimbursement requests for Federal-Aid and/or State-Aid on behalf of the County of Rensselaer with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the Rensselaer County funding of Project costs and permanent funding of the local share of Federal-Aid and State-Aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible,

Resolution No. G/4

Page No. 3 of 3

all being subject to the approval as to form by the Rensselaer County Attorney, and, be it further

RESOLVED, That a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreement in connection with the Project.

RESOLVED, That this Resolution shall take effect immediately.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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: EXECUTION OF MASTER AGREEMENT – CR 40 (Amend Resolution)

Requested by: HIGHWAY DEPARTMENT

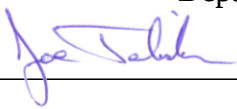
Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any \$439,703.00 current year
\$ 0.00 ongoing expenses per year.
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): FEDERAL AND STATE X
- 3) For federal funding: amount \$ 417,718 and length of time federal funding is available TBD following Master Agreement execution by NYS.
Is it available for ongoing expenses? Yes X or No _____
 - a) For state funding: amount \$ _____ and length of time state funding is available _____ Is it available for ongoing expenses? Yes _____ or No _____
 - b) 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 \$ _____
 - c) Tax levy impact for current year \$ 21,985 and ongoing \$ 0.00
 - d) Other (please explain) \$ _____
- 4) Is this expense or program mandated? Yes XX No _____
- 5) Length of expense or project (one time only, ongoing, etc.): Ongoing.

Justification for the appropriation/expenditure requested. This engineering agreement is for preliminary engineering, design, and ROW incidentals that are required for the construction of the new bridge. This project will have a life of greater than 10 years.

Department Head



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Fleming

Sent To: Public Works

Committee

Date October 8, 2024

Resolution No. G/403/24

RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING OF THE COSTS OF A TRANSPORTATION PROJECT (CR 40 PLANK ROAD BRIDGE REPLACEMENT OVER POESTEN KILL), WHICH MAY BE ELIGIBLE FOR FEDERAL AID AND/OR STATE AID, OR REIMBURSEMENT FROM BRIDGE NY FUNDS AND AMENDING THE 2024 RENSSELAER COUNTY ADOPTED BUDGET - HIGHWAY DEPARTMENT

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

WHEREAS, A project for the Bridge NY BIN 3303650 CR 40 Plank Road Bridge Replacement over Poesten Kill, Rensselaer County - P.I.N. 1762.84-D041526 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, 23CFR as amended and PUB. L. 117-58 also known as the "Bipartisan Infrastructure Law" (BIL); and

WHEREAS, The County of Rensselaer will design, let, and construct the Project; and

WHEREAS, The County of Rensselaer desires to advance the Project by making a commitment of one hundred percent (100%) of the costs of Preliminary Design, Detailed Design, and Right of Way Incidentals; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby approves the Project as described above; and, be it further

RESOLVED, That the Rensselaer County Legislature hereby authorizes the County of Rensselaer to pay one hundred percent (100%) of the cost of Preliminary Design, Detailed Design, and Right of Way Incidentals for the Project or portions thereof, with the understanding that qualified costs may be eligible for Federal aid, State aid, or NY Bridge funding awarded to the County of Rensselaer; and, be it further

RESOLVED, That the sum of \$439,703.00 (Four hundred and thirty-nine thousand seven hundred and three dollars and zero cents) is hereby appropriated and made available to cover the cost of participation in the above stated phases of the Project; and, be it further

RESOLVED, That the Rensselaer County Legislature hereby agrees that the County of Rensselaer shall be responsible for all costs of the Project which exceed the amount of Federal aid, State aid, or NY Bridge funding awarded to the County of Rensselaer; and, be it further

RESOLVED, That in the event the costs of the Project not covered by Federal aid, State aid, or NY Bridge funding exceed the amount appropriated above, the Rensselaer County Legislature shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Rensselaer County Legislature thereof; and, be it further

RESOLVED, That the 2024 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

COUNTY ROAD FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
D.5120.04900	\$112,500.00	(\$21,985.00)	\$ 90,515.00
Highway/Bridge Maintenance - Professional Services			
D.9950.09003	\$ 0.00	\$ 21,985.00	\$ 21,985.00
Transfers to Capital (CR 40 Bridge Replacement)			

CAPITAL FUND

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Revenues			
H.5120.45891.H1228	\$ 0.00	\$417,718.00	\$417,718.00
Other Transportation - Federal (CR 40 Bridge Replacement)			
H.5120.50311.H1228	\$ 0.00	\$ 21,985.00	\$ 21,985.00
Interfund Transfers (Local Share - CR 40 Bridge Replacement)			
Appropriations			
H.5120.02500.H1228	\$ 0.00	\$439,703.00	\$439,703.00
CR 40 Bridge Replacement			

; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign all necessary agreements, certifications, or reimbursement requests for Federal aid and/or State aid on behalf of the County of Rensselaer with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the Rensselaer County funding of Project costs and permanent funding of the local share of Federal aid and State aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary agreements in connection with the Project.

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

October 8, 2024

Clerk of the Legislature

Sent to County Executive 10/9/24

Received from County Executive 10/16/24

Jessica L. Chan
Clerk of the Legislature



Executive Action

Approved ☒ Date 10/14/24

Disapproved ☐

Veto Message Attached and Returned to Clerk

Steve F. McCall
County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the October 8, 2024 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 16th day of October, 2024 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 16th day of October, 2024.

Seal


Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

BRIDGE NY RESOLUTION BY MUNICIPALITY
(2022 NY Bridge Project funded with BFP Off-System)
Locally Administered
RESOLUTION NUMBER: ____

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

WHEREAS, a project for the Bridge NY Plank Rd Bridge Replacement over Poesten Kill, Rensselaer County_- P.I.N. 1762.84-D041526_ (the Project") is eligible for funding under Title 23 U.S. Code, as amended, 23CFR as amended and PUB. L. 117-58 also known as the "Bipartisan Infrastructure Law" (BIL); and

WHEREAS, the Rensselaer County_will design, let, and construct the Project: and

WHEREAS, the Rensselaer County desires to advance the Project by making a commitment of 100% of the costs for Preliminary Design, Detailed Design, Right of Way Incidentals.

NOW, THEREFORE, the Rensselaer County, duly convened does hereby

RESOLVE, that the Board of Supervisors hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the Board of Supervisors hereby authorizes the Rensselaer County to pay 100% of the cost of Preliminary Design, Design work, Right of Way Incidentals for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of \$ 439,703 (Four Hundred and Thirty Nine Thousand Seven Hundred and Three Dollars and zero cents)_is hereby appropriated and made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the Board of Supervisors of Rensselaer_hereby agrees that the Rensselaer County shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or NY Bridge funding awarded to the Rensselaer County; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid, or NY Bridge funding exceed the amount appropriated above, the Board of Supervisors shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Board of Supervisors thereof; and it is further

RESOLVED, that Board of Supervisors_hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Chairman of Board of Supervisors of Rensselaer County is hereby authorized to execute on behalf of the Rensselaer County_all necessary agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the Rensselaer County_funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

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

I, _____, Clerk of the _____, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the _____, New York, this _____ day of _____, 20__.

Clerk,

A. Summary of Participating Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as “Current.”. Show the old costs from the previous Schedule A on the row indicated as “Old.” All totals will calculate automatically.							
PIN Fiscal Share	“Current” or “Old” entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
1762.84.121	Current	Other (see FN) (95%)	\$397,670.00	\$397,670.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
1762.84.NPS	Current	Other (see FN) **	\$20,930.00	\$0.00	\$0.00	\$20,930.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
1762.84.221	Current	Other (see FN) (95%)	\$20,047.85	\$20,047.85	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
1762.84.NPS	Current	Other (see FN) **	\$1,055.15	\$0.00	\$0.00	\$1,055.15	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
. .	Current		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$439,703.00	\$417,717.85	\$ 0.00	\$21,985.15	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A PIN 1762.84

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

C. Total Project Costs <i>All totals will calculate automatically.</i>			
Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$417,717.85	\$ 0.00	\$21,985.15	\$439,703.00
		Total FEDERAL Cost	\$417,717.85
		Total STATE Cost	\$ 0.00
SFS TOTAL CONTRACT AMOUNT			\$417,717.85

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: <u>Kaylee Noll</u> Phone No: <u>518-485-6337</u>
--	---

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

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

- **This is a 2022 Bridge NY project and Federal Funding is designated "BFP Off System" and represents 100% of the federal funds.
- • 1762.84 NPS in the amount of \$ 20,930.00 is being provided for preliminary engineering.
- 1762.84 NPS in the amount of \$1,055.15 is being provided for Right of Way.
-
- This is a Bridge NY Bridge project. Reimbursement for this project is capped. This 95% Federally funded and 5% Local Funding.
- Projects must begin construction no later than 24 months after award, award is defined as approved State-Local Agreement SLA by the NYS Office of the State Comptroller. The Project Sponsor must expeditiously progress their execution of the State-Local Agreement.
- Projects must be fully completed 30 months of commencing construction, construction is defined as an award to a contractor or commencement of work by municipal forces. Therefore, Sponsors are strongly encouraged to have projects substantially completed 20 months of commencing construction.
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RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date September 8, 2026

Resolution No. G/5

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BOYS & GIRLS CLUBS OF THE CAPITAL
AREA FOR COMMUNITY PROGRAMMING FOR AREAS OF MOST RISK TOWARD VIOLENT CRIME
- DEPARTMENT OF PROBATION**

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

WHEREAS, Resolution G/288/26 authorized the acceptance of a grant award from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination ("GIVE") Partnership in the amount of \$255,629.00 for the period of July 1, 2026 through June 30, 2027; and

WHEREAS, Of the total grant award, \$30,000.00 has been earmarked for community programming, such programming to be provided by Boys & Girls Clubs of the Capital Area ("BGCCA"), 1700 Seventh Avenue, Troy, New York 12180; and

WHEREAS, BGCCA's targeted outreach program will serve at risk youth in their central Troy, New York location with youth being provided safe and structured activities every other Friday night with the program enabling youth to be off the streets and away from situations where they may be exposed to gun violence; and

WHEREAS, This programming will assist in building positive relationships, providing support and guidance as well as incorporating conflict resolution and anger management in the curriculum, and skill building lessons; and

WHEREAS, Said community program funding will be made available in budget appropriation code A.3140.04700.GIVEPROB.2026.04700 within both the 2026 and 2027 Rensselaer County Adopted Budgets; and

WHEREAS, The start and end date 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>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u>
Community programming	Boys & Girls Club of the Capital Area 1700 Seventh Ave. Troy, NY 12180	A.3140.04700.GIVEPROB. 2026.04700	\$30,000.00

; 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 agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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 County Executive To Enter into a Contract With The Boys and Girls Club Of The Capital Area, INC. For Community Programming-Department of Probation

Requested by: Probation

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 30,000.00 current year
_____ 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 \$ 0.00 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$ 30,000.00 and length of time state funding is available one year. 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 \$ _____ 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.): One Year

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: DCJS awarded the Probation Department \$255,629.00 in the GIVE grant to reduce gun violence. A portion of these funds will be utilized to contract with Community Programming, targeting the youth population most at risk. The Boys and Girls Club will host Friday Teen nights. The program will enable youth to be off the streets and away from situations where they may be exposed to gun violence. These programs will provide support and guidance and will incorporate conflict resolution and anger management as well as skill building.

Department Head

Kara Wohlleber

RENSSELAER COUNTY LEGISLATURE

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

At To: Contracts & Agreements

Committee

Date July 14, 2026

Resolution No. G/288/26

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF PROBATION

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

WHEREAS, The Rensselaer County Department of Probation has been awarded a grant from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination (GIVE) Partnership in the amount of \$255,629.00 for the period of July 1, 2026 through June 30, 2027; and

WHEREAS, Of the total grant award, \$129,815.00 will be allocated within the 2026 Rensselaer County Adopted Budget, and the remainder will be allocated within the Department's 2027 budget; and

WHEREAS, The primary focus of this grant will be to continue to reduce gun involved violent crime, to develop criminal intelligence, and to further implement a joint crime reduction strategy with GIVE Partnerships; and

WHEREAS, The grant award will provide for program expenses including salary and fringe benefits for a Probation Officer (Field Intelligence Officer), other Probation Officers' overtime, personnel expenses related to cognitive behavioral interventions and related expenditures, employment programs, support programs targeting areas of most risk toward violent crime, and training; 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 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>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3140.33109	\$ 0.00	\$129,815.00	\$129,815.00
.GIVEPROB.2026.33109			
Probation - GIVE			
Partnership Grant			

GENERAL FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3140 Department of Probation			
.01007.GIVEPROB	\$ 0.00	\$ 42,000.00	\$ 42,000.00
.2026.01007			
Overtime			
.01007.GIVEPROB	\$ 0.00	\$ 43,458.00	\$ 43,458.00
.2026.01007			
Probation Officer			
.01007.GIVEPROB	\$ 0.00	\$ 642.00	\$ 642.00
.2026.01007			
On-call Stipend			
.01007.GIVEPROB	\$ 0.00	\$ 2,500.00	\$ 2,500.00
.2026.01007			
GIVE Program Stipend			
.01007.GIVEPROB	\$ 0.00	\$ 8,000.00	\$ 8,000.00
.2026.01007			
GIVE Employment Program			
.04450.GIVEPROB	\$ 0.00	\$ 1,500.00	\$ 1,500.00
.2026.04450			
Rental - Equipment/Maintenance			
.04540.GIVEPROB	\$ 0.00	\$ 750.00	\$ 750.00
.2026.04540			
Publications			
.04560.GIVEPROB	\$ 0.00	\$ 706.00	\$ 706.00
.2026.04560			
Training			
.04700.GIVEPROB	\$ 0.00	\$ 17,750.00	\$ 17,750.00
.2026.04700			
Program Expenditures			

GENERAL FUND APPROPRIATIONS (continued)

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
.08008.GIVEPROB	\$ 0.00	\$ <u>12,509.00</u>	\$ 12,509.00
.2026.08008			
Employee Benefits			

TOTAL APPROPRIATIONS: \$129,815.00

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

July 14, 2026

Clerk of the Legislature

Sent to County Executive

Received from County Executive

Clerk of the Legislature



Executive Action

Approved ☒

Disapproved ☐

Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 14th day of July, 2026 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 15th day of July, 2026 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 15th day of July, 2026.

Seal


Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York



Memorandum of Understanding
Troy, New York GIVE XIII

The Boys & Girls Club will be coordinating with the Rensselaer County Probation Department for GIVE XIII. Boys & Girls Clubs of the Capital Area will be responsible to do the following:

Friday Teen Night: For 20 sessions (about twice a month) from we are looking to keep our programs open on Friday nights. Offerings include both Teen Night and Family Night, ensuring we serve all segments of the community. Programming will:

1. **Provide Safe and Structured Activities:** By providing safe and structured activities for young people, which can help keep them off the streets and away from situations where they might be exposed to gun violence. By staying open longer hours, these programs can provide a safe and positive environment for youth during times when they might otherwise be unsupervised.
2. **Build Positive Relationships:** Our programs will also help young people build positive relationships with adults and peers. These relationships can provide support and guidance, which can be particularly important for youth who may not have positive role models or support systems at home.
3. **Provides Opportunities for Skill Building:** BGCCA programs provide opportunities for young people to build important life skills such as leadership, communication, and teamwork. By staying open longer hours, these programs can provide more time for skill-building activities and help young people develop the skills they need to succeed in school, work, and life.
4. **Offers Alternatives to Gun Violence:** Finally, youth programs can offer alternatives to gun violence by providing young people with positive outlets for their energy and emotions. By offering activities such as sports, music, art, and community service, these programs can help young people channel their energy into positive pursuits rather than turning to gun violence to express themselves.

By providing safe and structured activities, building positive relationships, providing opportunities for skill building, and offering alternatives to gun violence, youth programs can help keep young people safe and help them succeed in life. Funding will be allocated building and program maintenance, including utilities, commercial insurance, and gym refurbishing.

Name: Patrick Doyle
Position: Chief Executive Officer
Date: 7/17/2026

Signature:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date September 8, 2026

Resolution No. G/6

**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH SAMARITAN HOSPITAL AND
THE EDDY FOUNDATION FOR A CO-OCCURRING MENTAL HEALTH TRAINING PROJECT -
DEPARTMENT OF MENTAL HEALTH**

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

WHEREAS, The Rensselaer County Department of Mental Health ("Department") acts as a conduit for monies from the New York State Office Addiction Services and Supports ("OASAS") and various service providers operating in Rensselaer County; and

WHEREAS, The 2026 Rensselaer County Adopted Budget authorized the acceptance of Opioid Settlement Regional Abatement Funding from OASAS for the 2026 funding period; and

WHEREAS, Appendix B of the 2026 Rensselaer County Adopted Budget authorized a contract with Samaritan Hospital & The Eddy Foundation for the services related to a Co-Occurring Training Project utilizing pass through funding of said settlement; and

WHEREAS, The Department seeks Legislative approval to increase the approved contracted amount from \$25,000 to \$30,000 for the 2026 fiscal year; 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 of the contracting party are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>CURRENT</u> <u>AMOUNT</u>	<u>REVISED</u> <u>AMOUNT</u>
Co-Occurring Training Project 1/1/2026-12/31/2026	Samaritan Hospital & The Eddy Foundation 310 South Manning Blvd. Albany, NY 12208	A.4250.04894	\$25,000.00	\$30,000.00

; 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 described agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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: X

Title of Legislation: Resolution Authorizing an Agreement with Samaritan Hospital for Co-Occurring Training

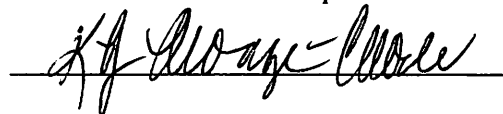
Requested by: Mental Health

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 30,000.00 current year
_____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): OASAS Opioid Settlement Regional Abatement Funds
 - 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 \$ 30,000.00 and length of time state funding is available _____. 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 \$ _____
 - 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.): based on program review
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This co-occurring disorder training offered by Samaritan Hospital /The Eddy Foundation will support existing treatment program monies to train staff and build up workforce skill to provide this necessary care to Rensselaer County residents. Funded by LGU OASAS Opioid Settlement Fund (OSF) Regional Abatement dollars for the 2026 "treatment" category. The 2026 Rensselaer County Adopted Budget Appendix B original request for this training contract was \$25,000, requesting an increase to \$30,000 to cover the cost of this needed project.

Department Head



**Rensselaer County
and
Samaritan Hospital & The Eddy Foundation**

This Agreement is made by and between Rensselaer County on behalf of its Mental Health Department, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the “County” and Samaritan Hospital & The Eddy Foundation [St. Peter’s Health Partners] with an address of 310 South Manning Boulevard, Albany, New York 12208, hereinafter referred to as the “Vendor”. County and Vendor are sometimes referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, the parties hereto desire to make available to the County substance abuse services authorized by Article 41 of the Mental Hygiene Law as set forth in the Mental Hygiene Law of the State of New York, and

WHEREAS, the Vendor is authorized to furnish such services, and

WHEREAS, the County, acting through its duly elected County Legislature and County Executive, desires to contract with the Vendor for the furnishing of such community services as listed on attached **Appendix A**, and the said Vendor has agreed to render and furnish such community services to the people of Troy New York to the extent indicated herein, and as are hereinafter set forth, and under the terms and conditions hereinafter provided.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The Vendor agrees to furnish such services as delineated in the Regional Abatement Fund workplan submitted directly to New York State Office of Addiction Services and Supports (NYS OASAS), see All required reports to be made directly to NYS OASAS with a copy to the Local Government Unit.
2. The Vendor agrees to submit to the County fiscal reports as requested and required by State funding agencies.
3. The term of this Agreement shall be from **January 1, 2026** through **December 31, 2026**. 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.
4. The Vendor agrees that it shall have available for audit and inspection by the County and New York State any records relating to this Agreement and shall make available upon request any independent audit obtained by the Vendor regarding the services provided under this Agreement.

5. The Vendor expressly represents and agrees that the Budget for costs of service to be rendered by the Vendor under this contract shall not exceed a total net cost of **\$30,000.00** as provided on attached **Appendix B**.

6. The parties to this agreement further agree to take such action to amend this agreement as may be necessary for the parties to maintain compliance with HIPAA requirements.

7. 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 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.

8. This agreement is subject to the provisions of Section 103a and 103b, as amended, except as such portions thereof may be declared invalid, of the New York General Municipal Law which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority of with any public department, agency or official of the state or of any political subdivision thereof or of a 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, and 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 or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

b. Any and all contracts made by any municipal corporation or any public department, agency or official thereof, since the effectuate date of this law, 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 without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

9. In the event of a reduction of County revenues resulting from Federal and/or State budgetary action or program changes, the County reserves the right to reduce the gross sum payable as provided in the foregoing contract by such sum or percentage of sum as may be determined by resolution of the Rensselaer County Legislature amending respective revenue and appropriation codes of the County budget. In the event the County so elects to reduce the contract amount, it shall notify the contracting party and this contract shall be deemed to be amended by reference in conformity with such resolution amending the adopted County budget.

a. In the event that the appropriate State agencies should wrongfully fail to approve any claims of the Vendor submitted pursuant to this Agreement or shall wrongfully fail to pay any reimbursement pursuant to any such claim, the County agrees that it will, upon demand of the Vendor, and concurrence of the County Attorney commence and

maintain such administrative proceedings or legal proceedings against the State of New York or any agency thereof to recover such funds as Vendor shall demand, provided that Vendor shall provide, at no cost to County, counsel of Vendor 's choice to pursue such proceedings or such litigation and the Vendor shall pay all expenses of such proceedings or litigation.

b. In the event either Party to the 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

10. Non-Discrimination

During the performance of this Agreement the Vendor agrees that:

a. It will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status.

b. No person shall be denied the services provided for by this Agreement because of race, creed, color, national origin, sex, age, disability, marital status, or inability to pay.

c. The Vendor shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, State funding to such agencies will be terminated and/or administrative fines imposed.

11. The 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.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

12. Environmental Tobacco Certification

By signing this agreement, the Vendor certifies that the organization will comply with requirements of the Federal Public Law 103-277, also known as the Children Act of 1994 and any State or Local laws which may be more restrictive in regards to the regulation or governance of smoking in public places and facilities. The Federal Law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly; for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. In all instances, if any State (NYS Public Health Law '13399-o) or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

13. The following information regarding the Vendor is pertinent and necessary for the parties to carry out this agreement:

Address: 310 South Manning Boulevard, Albany, NY 12208

Attention: Peter Semenza, Vice President, Philanthropy

Phone: 518-482-4433

Agency e-mail Address: peter.semenza@sphp.com

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

Executive Summary

The Samaritan Hospital and the Eddy Foundation respectfully submit a proposal on behalf of Samaritan Hospital to improve the competency of those treating working-age adults and adults age 60+ living with more severe mental disorder/more severe substance disorder. Most of the participants served by the Samaritan Hospital Outpatient Clinic (59%) are Rensselaer County residents. We do not offer services to adolescents or anyone under 18.

Importantly, this project will benefit the greatest number of individuals by training clinicians in behavioral health *and* substance use disorder. Our target group for training is the Emergency Department, the Crisis unit, and the MICA (Mentally Ill/Chemically Addicted) units.

Key Activities & Training Objectives

1. Hazelden Betty Ford Foundation Training

As the nation's foremost nonprofit provider of comprehensive behavioral health care, Hazelden Betty Ford leads the way in helping society rise above stigma and overcome addiction. Their services include education for mental health professionals. The Outpatient clinic has been very pleased with the education we are able to access with 2025 funding from Rensselaer County. We once again would like to pursue education from Hazelden. This time, we want to focus on educating our inpatient MICA unit, our Crisis unit and the whole of the Emergency Department.

Expected Outcomes

- Improved treatment for co-occurring disorders, especially among older adults.
- Compliance with DOH and NYSOMH
- Increased staff retention through professional development.
- Expanded understanding of treating nuances in cooccurring care and welcoming a “no wrong door” approach

Agency Background

Samaritan Hospital is a licensed Article 28 hospital, a 277-bed community hospital offering inpatient and outpatient services, including emergency services, critical care, ambulatory surgery, cancer services, health services, and cardiac catheterization. Samaritan Hospital has a vast array of services and provides some of the only specialized care for the Capital Region's geriatric and adult population living with serious mental illness.

As a leading behavioral health provider in the Capital Region, we treat those with co-occurring disorders. We meet patients where they are with a cadre of specialized inpatient and outpatient services. Most notably, we are the only provider with dedicated geriatric psychiatry and mentally ill, chemically addicted programs. Our experience ideally positions us to treat those in with more severe mental disorder/more

severe substance disorder.

Samaritan Hospital's ongoing programs, working to support those with behavioral health and/or substance use disorders, include:

Addictions – Offer five community-based clinics, two inpatient substance abuse rehab programs (40 and 20 beds), an inpatient detox, a men's residence, and a withdrawal management program.

Mental Health -We offer inpatient and outpatient care, a psychiatric crisis unit within the emergency room, and a personalized recovery-oriented service program.

Integrated care- Offer a growing number of primary care sites that offer collaborative care, an evidenced-based model for treating depression and anxiety within primary care sites.

Crime Victims – Provide support, advocacy, prevention education, and counseling to victims.

Health Home – Provide care coordination, address social determinants of health, and navigate complex health conditions.

Plan for Training

The Hazelden Betty Ford Foundation Continuing Education – The Foundations for Substance Use Disorder On-Demand Courses were selected because they are evidence-based and will educate staff on the nuances of comorbidity of substance abuse disorders and mental health disorder. The goal is to enhance our abilities to provide services to our dual-diagnosis clients to better treat and address their needs.

Hazelden Betty Ford Foundation Continuing Education – The Foundations for Substance Use Disorder On-Demand Courses

This foundational training offers agency staff an introductory overview of individuals diagnosed with cooccurring mental health and substance use disorders. This program is designed for those who do not have a significant background with co-occurring disorders and will discuss barriers to screening, assessment, and treatment of co-occurring disorders. Providing an introductory understanding of co-occurring mental health and substance abuse disorders is paramount as so many of our patients suffer from both mental health or behavioral health conditions and substance abuse disorders. There are nuances in treating patients with dual diagnosis. We want our staff to feel confident in their approach when encountering patients with these afflictions.

Participants will gain insight into frequently occurring behavioral health conditions, contributing risk factors, and the impact of language and stigma on care. Updated and relevant research aligned with The ASAM Criteria, Fourth Edition, will be introduced along with the evolving models of integrated care and suggestions for how to best identify, screen, and treat those with co-occurring mental health and substance use disorders.

Learning Objectives:

- **Discuss the prevalence of co-occurring disorders in both substance use treatment settings and the general population.**
- **Compare treatment approaches-Addiction Only, Co-occurring Capable, and Co-occurring Enhanced-as defined by The ASAM Criteria, Fourth Edition.**
- **Describe the evolution from addiction-only services to integrated models of care.**
- **Identify commonly occurring substance use and mental health disorders, along with key risk factors and etiologies.**
- **Explore evidence-based therapies, screening tools, and the impact of language and stigma in the treatment of cooccurring disorders.**

This is a 4 hour course which can be completed in-person or virtually on-demand. On-demand is important for our ED and Crisis staff whose day-to-day schedules are unpredictable. This course is appealing as a clinician in many ways. First, it will embolden our clinician's ability to work with clients with substance abuse disorders. **The outpatient clinic encounters patients with dual diagnosis but, as experts in mental health disorders, may not always have the tools to feel qualified to treat patients also experiencing substance abuse disorder.** Second, it is a Flexible, self-paced CE credit option of 4 credits. Staff are always seeking affordable options for CEs and often the best way to access low-to-no-cost CEs is with grant funds. Being able to offer this to staff can aid in staff satisfaction and retention.

Implementation Plan and Timeline

Our staff will pursue these training courses as early as the courses become available with or without funding. Hazelden Betty Ford education is designed to be scheduled in 4 hour blocks for up to 30 people per session. The goal is to schedule 3-4 sessions to accommodate up to 100 staff among the three settings. According to Hazelden, these can be scheduled at any time. This is an ideal match for meeting our staff where they are at as they all have full schedules. In addition, the nature of the Emergency Department and crisis require flexibility to complete trainings.

Plan for Skill Sustainability

This training will be attended by managers in the Emergency Department and in Crisis. Managers would become site champions and continue to educate incoming staff. If possible, we would host additional trainings for new staff.

Proposed Budget

Item	Description	Unit Cost	Quantity	Total Cost
Hazelden Textbooks/ Supporting Education supplies	Texts and worksheets are available for staff from Hazelden as additional resource supplemental to the coursework	\$50-100 per textbook or resource workbooks	20-25	\$1,815.00
Hazelden Betty Ford Foundation Continuing Education – The Foundations for Substance Use Disorder On-Demand Courses	Coursework educates frontline workers in ED/Crisis on best practices for dual diagnosis treatment	\$7,500.00 Service Fee: \$895	2 sessions (30-35 staff per session) 4 CEs each	\$25,185.00
Administration	At 10% request total	\$3,000.00	1	\$3,000.00
Total				\$30,000.00



Understanding Co-occurring Disorders: An Introduction for All Agency Staff

4
CEs

Who's It For?

Allied health and interdisciplinary professionals working with individuals, families, and communities affected by substance use, mental health, and co-occurring disorders, including organizational and agency leadership, administrative staff, and program managers in behavioral healthcare.

Live, online or in-person
Max Participants: 30

\$7,500

Travel/virtual delivery fees are not included.
In-Person Travel Fee per trainer: \$1,750/day
Virtual Clinical Service Delivery Fee: \$895/day

Duration: 4.5 hours

Virtual: 4.5 hours
4.5 hours per day, two 15-minute breaks
In-Person: 4.5 hours
4.5 hours per day, two 15-minute breaks



What's It About?

This foundational training offers agency staff an introductory overview of individuals diagnosed with co-occurring mental health and substance use disorders. This program is designed for those who do not have a significant background with co-occurring disorders and will discuss barriers to screening, assessment, and treatment of co-occurring disorders. Participants will gain insight into frequently occurring behavioral health conditions, contributing risk factors, and the impact of language and stigma on care. Updated and relevant research aligned with *The ASAM Criteria*, Fourth Edition, will be introduced along with the evolving models of integrated care and suggestions for how to best identify, screen, and treat those with co-occurring mental health and substance use disorders.



What Will I Learn?

Objectives

1. Discuss the prevalence of co-occurring disorders in both substance use treatment settings and the general population.
2. Compare treatment approaches—Addiction Only, Co-occurring Capable, and Co-occurring Enhanced—as defined by *The ASAM Criteria*, Fourth Edition.
3. Describe the evolution from addiction-only services to integrated models of care.
4. Identify commonly occurring substance use and mental health disorders, along with key risk factors and etiologies.
5. Explore evidence-based therapies, screening tools, and the impact of language and stigma in the treatment of co-occurring disorders.

*Pending board requirements for intended audience, additional fees and advanced notice may be required.

COURSE ID: #TR6162



Hazelnden Betty Ford
Foundation

training@hazeldenbettyford.org

1-800-328-9000

CONSULTING & TRAINING SOLUTION CATALOG | 2026 | PG 48

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date September 8, 2026

Resolution No. G/7

RESOLUTION AUTHORIZING THE CHIEF FISCAL OFFICER TO ISSUE IN REM TAX FORECLOSURE SURPLUS FUNDS TO PRIOR OWNER – COUNTY ATTORNEY

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

WHEREAS, The County of Rensselaer's Chief Fiscal Officer commenced an In Rem Tax Foreclosure proceeding, list number 2 for the year 2024, whereby pursuant to the Judgment and Foreclosure in accordance with New York State Real Property Tax Law ("RPTL") §1136, the property described as 87 Morey Park Road, Schodack, tax map number 190.4-5-2, was sold at auction; and

WHEREAS, The tax auction realized monies (surplus) over and above the tax penalties, interest and other administrative charges due to Rensselaer County; and

WHEREAS, The surplus monies have been deposited in to a court and trust account held by the Rensselaer County Treasurer pursuant to RPTL §1197(4) pending any subsequent distribution in accordance with further order of the Court; and

WHEREAS, The former owner of the subject property, Anne Eriole as Voluntary Administrator of the Estate of Paul J. Eriole, submitted a claim for reimbursement of surplus funds pursuant to the applicable provisions of RPTL §1135, §1142, and §1197; and

WHEREAS, Based on recent amendment to the RPTL by the NYS Legislature in response to issues arising from the U.S. Supreme Court holding in *Tyler vs. Hennepin County*, 598 U.S. 631(2023), the County of Rensselaer and the former owner have mutually agreed that said distribution of the court and trust funds held by the County Treasurer consisting of surplus after public auction sale, the former owner has the right to tax surplus; and

WHEREAS, The County of Rensselaer and the former owner have entered into a Stipulated Order for Distribution and Joint Stipulated Order of Opt Out and Waiver; and

WHEREAS, Subject to the approval of the Rensselaer County Legislature, the Rensselaer County Treasurer is directed to pay out of the court and trust account held for the subject property's sale the approximate sum of \$32,993.19, with the subtraction of any judgments or liens as disclosed in the claimants' motion papers, less any applicable statutory fees as set forth under the applicable provisions of the New York Civil Practice Law and Rules; now, therefore, be it

RESOLVED, That the Rensselaer County Treasurer is hereby authorized and directed to issue in rem tax surplus funds as set forth in this Resolution to Jonathan D. Pincus, Esq., 10 Whitestone Lane, Rochester, New York 14618, as attorney for Claimant/Former Owner, of the subject property.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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) Herrington, Bayly, Sabo

Sent To: Public Works

Committee

Date September 8, 2026

Resolution No. G/8

RESOLUTION AUTHORIZING THE APPROPRIATION OF HIGHWAY MACHINERY FUND BALANCE AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - HIGHWAY DEPARTMENT

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

WHEREAS, The cost of parts and repairs to the County Highway Department's fleet of vehicles and equipment has increased approximately thirty percent (30%) in 2026; and

WHEREAS, The Highway Department requires an appropriation of fund balance to make funds available for parts and repairs, tires, snow plow cutting edges and accessories to keep our fleet of heavy trucks and equipment operational for the balance of the current fiscal year; now, therefore, be it

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

COUNTY ROAD MACHINERY (DM) FUND

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DM.00911 Unappropriated Fund Balance	\$1,108,047.00	(\$250,000.00)	\$858,047.00

COUNTY ROAD MACHINERY (DM) FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DM.5130.04500 Special Dept. Supplies	\$722,214.00	\$250,000.00	\$972,214.00
TOTAL APPROPRIATIONS:		\$250,000.00	

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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: DM FUND BALANCE

Requested by: HIGHWAY

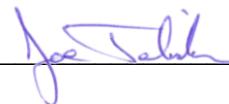
Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 250,000 Year 2026
\$ _____ Year 20XX
- 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 \$ 250,000 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.): One time only

The Highway Department requires an appropriation of fund balance to make funds available for parts and repairs, tires, snow plow cutting edges and accessories, to keep our fleet of heavy trucks and equipment operational for the balance of the current fiscal year.

Department Head:



Annual Totals YTD ▼

Reclass Journal Type ▼

Classification Fund Balance

Fiscal Year 2026

Beginning Balance	YTD Debit	YTD Credit	Current Balance
-\$861,843.23	\$0.00	\$0.00	-\$861,843.23
% Changed			
0%			

Month	YTD Debit	YTD Credit	Current Balance
Beginning Balance			-\$861,843.23
January	\$0.00	\$0.00	-\$861,843.23
February	\$0.00	\$0.00	-\$861,843.23
March	\$0.00	\$0.00	-\$861,843.23
April	\$0.00	\$0.00	-\$861,843.23
May	\$0.00	\$0.00	-\$861,843.23
June	\$0.00	\$0.00	-\$861,843.23
July	\$0.00	\$0.00	-\$861,843.23
August	\$0.00	\$0.00	-\$861,843.23
September	\$0.00	\$0.00	-\$861,843.23
October	\$0.00	\$0.00	-\$861,843.23
November	\$0.00	\$0.00	-\$861,843.23
December	\$0.00	\$0.00	-\$861,843.23

Annual Totals YTD ▾

Reclass Journal Type ▾

Classification **Contractual**Fiscal Year **2026**

	Amended Budget \$726,999.13 Percent Used 93%	Encumbrances \$328,882.54	Expenses \$344,953.09	YTD Balance \$53,163.50	
Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Balance
January	\$706,092.00	\$20,907.13	\$207,740.59	\$6,123.89	\$513,134.65
February	\$0.00	\$0.00	\$21,217.71	\$98,790.49	\$393,126.45
March	\$0.00	\$0.00	-\$28,946.03	\$42,094.90	\$379,977.58
April	\$0.00	\$0.00	-\$61,291.65	\$65,102.97	\$376,166.26
May	\$0.00	\$0.00	\$21,953.30	\$25,829.75	\$328,383.21
June	\$0.00	\$0.00	\$84,417.46	\$58,888.70	\$185,077.05
July	\$0.00	\$0.00	\$25,407.59	\$40,855.64	\$118,813.82
August	\$0.00	\$0.00	\$58,383.57	\$7,266.75	\$53,163.50
September	\$0.00	\$0.00	\$0.00	\$0.00	\$53,163.50
October	\$0.00	\$0.00	\$0.00	\$0.00	\$53,163.50
November	\$0.00	\$0.00	\$0.00	\$0.00	\$53,163.50
December	\$0.00	\$0.00	\$0.00	\$0.00	\$53,163.50
Total	\$706,092.00	\$20,907.13	\$328,882.54	\$344,953.09	\$53,163.50
Unposted Transactions	\$0.00	(\$4,785.00)	(\$4,045.32)	\$3,181.68	\$49,242.14
Grand Total	\$706,092.00	\$16,122.13	\$324,837.22	\$348,134.77	\$49,242.14

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Sabo

Sent To: Public Works Committee Date September 8, 2026

Resolution No. G/9

RESOLUTION AUTHORIZING THE REPAIR OF A TRACTOR - HIGHWAY DEPARTMENT

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

WHEREAS, The Highway Department ("Department") seeks Legislative approval to repair a tractor; and

WHEREAS, The tractor is a frontline machine used for roadside mowing; and

WHEREAS, Resolution G/6/26 deemed Capital Tractor, 1135 State Route 29, Greenwich, New York 12834 a sole source vendor for parts and repairs for the tractor; and

WHEREAS, The Department has obtained a quote from Capital Tractor, 1135 State Route 29, Greenwich, New York 12834 for the parts and repair of the tractor at a cost of \$15,326.47; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u> <u>(NOT TO EXCEED)</u>
Parts & Repair for Tractor	Capital Tractor 1135 State Route 29 Greenwich, New York 12834	DM.5130.04500	\$15,326.47

; now, therefore, be it

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

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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: TRACTOR REPAIR

Requested by: HIGHWAY DEPARTMENT

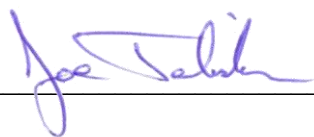
Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 15,326 current year
\$ 0 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 \$ 15,326 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.): One time only

Justification for the appropriation/expenditure requested. The Department would like to maintain its fleet of equipment in good working order. The equipment is essential to day-to-day operation of the Highway Department.

Department Head:



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Sabo

Sent To: Public Works

Committee

Date January 13, 2026

Resolution No. G/6/26

RESOLUTION ESTABLISHING THE SOLE SOURCE STATUS OF VARIOUS VENDORS REPRESENTING MANUFACTURERS OF HIGHWAY EQUIPMENT - HIGHWAY DEPARTMENT

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

WHEREAS, The Rensselaer County Highway Department ("Department") has established that various manufacturers of heavy-duty equipment have restricted the distribution of parts and authorized factory service through certain vendors within a reasonable geographic area of the County Highway Department, thereby eliminating any opportunity to obtain competitive quotes for original equipment manufacturer (OEM) parts and authorized service; and

WHEREAS, This restriction of competition within certain geographic areas such as the Capital District has been verified by the various manufacturers listed herein; and

WHEREAS, The Department must maintain its heavy equipment and make repairs to said equipment, often without delay, in order to keep County highways and bridges in good repair for use by our County residents and safeguard the commerce that flows over our highways on a daily basis; and

WHEREAS, It has been established that there is only one source for OEM parts/repairs and manufacturer authorized service for those manufacturers listed below and the Highway Department is subject to the twelve-month estimated annual expenditures listed herein; now, therefore, be it

RESOLVED, That the Department shall be authorized to obtain OEM parts and repairs, and incidental parts, supplies and labor which are not OEM, but necessary to complete an OEM repair, without submitting additional sole source justification, provided that said parts, supplies and labor do not exceed the quotation guidelines as stipulated in the Rensselaer County Purchasing Procedures; and, be it further

RESOLVED, That subject to annual budgetary limitations within the Highway Department's budget appropriation code DM.5130.04500, and with the total amount to be expended over the life of the agreement not to exceed budgeted appropriations, the aforesaid shall apply to the following manufacturer's authorized dealers within the Capital District for the twelve month period effective January 1, 2026 through December 31, 2026:

<u>MANUFACTURER</u>	<u>AUTHORIZED MANUFACTURER'S REPRESENTATIVE</u>	<u>ESTIMATED AMOUNT OF EXPENDITURES</u>
New Holland	Capital Tractor 1135 St. Rt. 29, Greenwich NY	\$15,000.00
Gradall	Alta Equipment Company 17 Northway Ln., Latham NY	\$30,000.00
Everest	Zwack, Inc. P.O. Box 100, Stephentown NY	\$15,000.00
CompuSpread	Zwack, Inc. P.O. Box 100, Stephentown NY	\$10,000.00
Tymetal Corp.	Tymetal Corporation 678 Wilbur Ave, Greenwich NY	\$25,000.00
Viking	T&T Sales, 409-411 Old Niskayuna Rd., Latham NY	\$10,000.00
Kennametal, Inc.	Northern Supply 2959 Ashman Road, Bloomfield, NY	\$15,000.00
Cummins	Cummins Northeast 101 Railroad Ave., Albany, NY	\$10,000.00
Caterpillar	Milton Cat 500 Commerce Dr., Clifton Park, NY	\$15,000.00
Wirtgen America	United Construction & Forestry P.O. Box 433, Clifton Park NY	\$10,000.00
John Deere (Construction Equipment)	United Construction & Forestry P.O. Box 433, Clifton Park NY	\$10,000.00
John Deere (Agricultural Equipment)	United Ag & Turf 11853 State Rt. 40, Schaghticoke, NY	\$10,000.00

; and, be it further

RESOLVED, That the Rensselaer County Executive, or the Director of the Bureau of Central Services, as the case may be, is authorized to sign purchase orders for the parts and repair services provided by the above mentioned vendors; 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 materials and/or services were provided.

Resolution ADOPTED by the following vote:

Ayes: 19
Nays: 0
Abstain: 0
January 13, 2026

Clerk of the Legislature

Sent to County Executive 1/14/26

Received from County Executive 1/27/26

Jessica R. Chavis
Clerk of the Legislature



Executive Action

Approved ✓

Date 1/23/26

Disapproved _____

Veto Message Attached and Returned to Clerk

F. McAll
County Executive

Rensselaer County Legislature

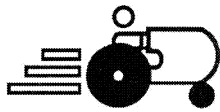
Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 13th day of January, 2026 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 27th day of January, 2026 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 30th day of January, 2026.

Seal


Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York



CAPITAL TRACTOR INC.

1135 State Rt 29, Greenwich, NY 12834

(518) 692-9611 FAX (518) 692-2210

www.capitaltractorinc.com

Since 1966

SHIP TO

SOLD TO

71470 RENSSELAER COUNTY HIGHWAY DE
124 BLOOMINGROVE DR
ATTN: TODD JOJO
TROY, NY 12180

NH TS115A SN: ACP272914 HR .0 W:00
Sold By: 198 PO #: TS115A Date 8/12/26 QUOTE QG06543
Ship By: Tax #: 6:49:54 PRT: 4 Open

QUOTE SUMMARY

A TRANS. HI/LOW CLUTCH PACKS AND RESEAL	6444.77
B INJECTION PUMP	4427.90
C ENGINE REAR MAIN SEAL	340.75
D FUEL SENDER	3638.05
E DIAGNOSTICS AND ESTIMATE	475.00
** TOTAL	15326.47

Tax	D	Qty	Description	Price	Amount
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Group: 01

A TRANS. HI/LOW CLUTCH PACKS AND RESEAL

COMPLAINT
LABOR SALES

** TOTAL LABOR SALES 3770.00

PARTS SHOP

1	N	7	O-RING	P9A04	92.78	5.46
1	N	4	SEAL OIL	J6D11	92.10	368.40
1	N	6	SPRING	00	18.48	110.88
1	N	2	SEAL	W6A01	50.70	101.40
1	N	2	PISTON RING		44.73	89.46
1	N	2	SEAL, RING	Q10E04	39.95	79.90
1	N	2	GASKET	Q11E03	51.70	103.40
1	N	1	O-RING		10.71	10.71
1	N	1	SEAL	C2E05	13.58	13.58
1	N	1	GASKET	J2E04	42.63	42.63
1	N	1	GASKET	BWA17	15.57	15.57
1	N	2	CLUTCH PACK		380.05	760.10
1	N	1	FILTER HYDR	FIL30	92.00	92.00
1	N	1	FILTER ASY	FIL26	93.95	93.95
1	N	1	FILTER, HYDR	X1	145.65	145.65
1	N	72	ULTRACTION O	SHOP	5.44	391.68

** TOTAL PARTS SHOP 2424.77

SHOP SUPPLIES

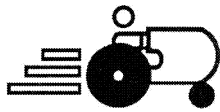
This is an estimate, not the actual invoice.

Labor time and materials, material quantity and costs may vary and will be reflected on the invoice.

The estimate is good for 30 days from the date on the quote.

Prices are subject to change without prior notice.





CAPITAL TRACTOR INC.

1135 State Rt 29, Greenwich, NY 12834

(518) 692-9611 FAX (518) 692-2210

www.capitaltractorinc.com

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TROY, NY 12180

NH TS115A SN: ACP272914 HR .0 W:00
Sold By: 198 PO #: TS115A Date 8/12/26 QUOTE QG06543
Ship By: Tax #: 6:49:54 PRT: 4 Open

Tax	D	Qty	Description	Price	Amount
1	N		MIS O-RINGS AND SEALANT		250.00
			TECH NOTE		
			UNIT WILL NOT DRIVE IN ON RANGE		
			VERIFIED PRESSURE AND FOUND PRESSURE AT PACK		
			PACK IS SLIPPING IN RANGE		
			UNIT NEEDS TO BE PLIT AND HAVE HIGH/ LOW PACK REBUILT		

* SEGMENT SUBTOTAL 6444.77

B INJECTION PUMP

COMPLAINT
LABOR SALES

** TOTAL LABOR SALES 1160.00

PARTS SHOP

1	N	1	REMAN-INJECT	00	3110.00	3110.00
1	N	1	GASKET	X12A01	14.36	14.36
1	N	2	O-RING	P11F04	7.28	14.56
1	N	1	FILTER, FUEL	71E	41.95	41.95
1	N	1	FILTER	FIL21	14.03	14.03
1	N	1	FILTER, FUEL	71D	23.00	23.00

** TOTAL PARTS SHOP 3217.90

SHOP SUPPLIES

1	N					50.00
---	---	--	--	--	--	-------

TECH NOTE
REMOVE AND REPLACE INJECTION PUMP WIHT NEW
CHANGE FUEL FILTERS

* SEGMENT SUBTOTAL 4427.90

C ENGINE REAR MAIN SEAL

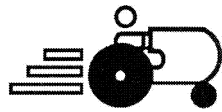
COMPLAINT
LABOR SALES

** TOTAL LABOR SALES 145.00

PARTS SHOP

This is an estimate, not the actual invoice.
Labor time and materials, material quantity and costs may vary and will be reflected on the invoice.
The estimate is good for 30 days from the date on the quote.
Prices are subject to change without prior notice.





CAPITAL TRACTOR INC.

1135 State Rt 29, Greenwich, NY 12834

(518) 692-9611 FAX (518) 692-2210

www.capitaltractorinc.com

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SHIP TO

SOLD TO

71470 RENSSELAER COUNTY HIGHWAY DE
124 BLOOMINGROVE DR
ATTN: TODD JOJO
TROY, NY 12180

NH TS115A SN: ACP272914 HR .0 W:00
Sold By: 198 PO #: TS115A Date 8/12/26 QUOTE QG06543
Ship By: Tax #: 6:49:54 PRT: 4 Open

Tax	D	Qty	Description	Price	Amount
1	N	1	SEAL, OIL R15B01	79.25	79.25
1	N	1	FILTER, ENGI FIL08	32.50	32.50
1	N	10	10W40 SEMI-S SHOP	5.90	59.00
** TOTAL PARTS SHOP					170.75
SHOP SUPPLIES					
1	N		TECH NOTE		25.00
REPLACE WHEN UNIT IS SPLIT					
* SEGMENT SUBTOTAL					340.75

D FUEL SENDER

COMPLAINT					
LABOR SALES					
** TOTAL LABOR SALES					580.00
PARTS SHOP					
1	N	1	GAUGE, FUEL Y2	388.65	388.65
1	N	1	TANK	2519.40	2519.40
** TOTAL PARTS SHOP					2908.05
SHOP SUPPLIES					
1	N		TECH NOTE		150.00
REMOVE AND REPLACE FUEL SENDER AND TANK					
SENDER SUBS UP AND WILL NOT WORK IN NEW TANK					
WE WILL TRY TO VERIFY BEFORE REPLACING TANK					
IF FUEL SENDER DOES NOT FIT TANK					
TANK MUST BE UPDATED WHICH WILL COME COMPLETE					
* SEGMENT SUBTOTAL					3638.05

E DIAGNOSTICS AND ESTIMATE

COMPLAINT

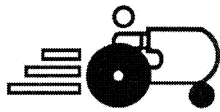
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Sold By: 198 PO #: TS115A Date 8/12/26 QUOTE QG06543
Ship By: Tax #: 6:49:54 PRT: 4 Open

Tax	D	Qty	Description	Price	Amount
			LABOR SALES		
			** TOTAL LABOR SALES		435.00
1	N		SHOP SUPPLIES		40.00
			* SEGMENT SUBTOTAL		475.00

This is an estimate, not the actual invoice.
Labor time and materials, material quantity and costs may vary and will be reflected on the invoice.
The estimate is good for 30 days from the date on the quote.
Prices are subject to change without prior notice.

** SUBTOTAL 15326.47

X _____ Charge Sale

Phone: (518) 283-0975
Page 4 Last Page

PAY THIS
AMOUNT



\$15326.47

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Sabo

Sent To: Public Works Committee Date September 8, 2026

Resolution No. G/10

**RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET -
AUTOMOTIVE MAINTENANCE**

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

WHEREAS, Throughout 2026 multiple fleet vehicles were involved in accidents which required repairs necessary for those vehicles to return to service; and

WHEREAS, Insurance settlement checks related to those accidents in the amount of \$27,500.00 have been received by Rensselaer County and deposited into the Automotive Maintenance Insurance Recoveries revenue account (A.1640.26801); and

WHEREAS, The Automotive Maintenance Department would like to use a portion of those funds to replenish budget appropriation code A.1640.04500, Special Departmental Supplies used for the above-noted repairs; and

WHEREAS, The Department would also like to use a portion of those funds to replenish appropriation code A.1640.04051 Automobile Gasoline; now, therefore, be it

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

GENERAL FUND REVENUE

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1640.26801	\$27,500	(\$27,500)	\$0.00
Insurance Recoveries			

GENERAL FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1640.04500	\$150,000.00	\$13,750.00	\$163,750.00
Automotive Maintenance			
Special Dept. Supplies			

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1640.04051	\$70,000.00	\$13,750.00	\$83,750.00
Automotive Maintenance			
Automobile Gasoline			

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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: _____ G Resolution: _____ P Resolution: _____

Title of Legislation: _____

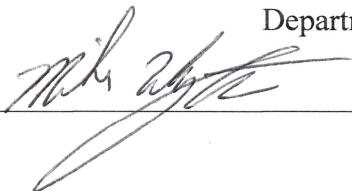
Requested by: Auto Maintenance.

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 27,500.00 current year
\$ 0 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) \$ 27,500.00 Insurance Recoveries
- 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: Funds will be used for future repairs on county vehicles

Department Head



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements

Committee

Date September 8, 2026

Resolution No. G/11

RESOLUTION AUTHORIZING AN AMENDED ENERGY PERFORMANCE AGREEMENT WITH SIEMENS INDUSTRY, INC., FOR IMPROVEMENTS RELATED TO THE MAIN HIGHWAY GARAGE AND RELATED LEASE/PURCHASE AGREEMENT WITH SIEMENS PUBLIC, INC. - BUREAU OF CENTRAL SERVICES

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

WHEREAS, Article 9 of the New York Energy Law (the "Act") authorizes municipalities and school districts to enter into contracts ("Energy Performance 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 (the "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 provided the County with an Energy and Operational Audit dated June 16, 2026 (the "DPW Main Garage - Bloomingrove Drive Report") which sets forth certain energy performance and related facility improvement measures for the Main Garage located at 124 Bloomingrove Drive, New York, including installation of a new HVAC, Plumbing, Fire Alarm Systems and Septic and Well Pump, upgrades to lighting, concrete and masonry, structural improvements, gutter installation, electrical upgrades, roofing repair and interior upgrades including, flooring, windows and window treatments, doors and frames, drywall, ceiling, tile and painting work, along with exterior upgrades including a new wash bay, security access (ccv) and earthwork; and

WHEREAS, The County seeks to authorize the negotiation, execution and delivery of (a) an Amended and Restated Amendment No. 19 to Performance Contracting Agreement with Siemens Industry, in an amount not to exceed \$17,997,458 ("Amended and Restated Amendment No. 19"), plus annual assurance payments and maintenance support payments as provided in the Amended and Restated Amendment No. 19, and (b) to finance the balance thereof after payment of \$6,500,000 by the County, the related leasing schedule to master lease purchase agreement and other related documents with Siemens Public, Inc., in an aggregate original principal amount of \$12,277,427.00 ("Financing Agreements"); 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, (a) Amended and Restated Amendment No. 19 with Siemens Industry with respect to the work related to the DPW Main Garage - Bloominggrove Drive Report, and (b) the Financing Agreements to provide financing for a portion of such facility improvement measures and pay reasonable costs of issuance relating to the Financing Agreements.

Section 2. The Chief Fiscal Officer, as Chief Fiscal Officer of the County, is hereby authorized to negotiate and deliver on behalf of the County Amended and Restated Amendment No. 19 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 Amended and Restated Amendment No. 19 and the Financing Agreements and all other certificates or instruments required in connection therewith is hereby delegated to the Fiscal Officer, as Chief Fiscal 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. All acts previously taken by the County with respect to the execution and delivery of the Amended and Restated Amendment No. 19 and the Financing Agreements are hereby further authorized, with the assistance of, and subject to the approval of the County Attorney, ratified and confirmed.

Section 6. This Resolution shall take effect immediately.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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

SIEMENS

Facility Improvement Measures

for the

County of Rensselaer

DPW Main Garage – Bloomingrove Drive



Prepared by:

Siemens Industry, Inc.

6 British American Blvd., Suite 104-C

Latham, New York 12110

June 16, 2026

TABLE OF CONTENTS

- 1. Existing Conditions**
- 2. General Construction**
- 3. Mechanical and Plumbing Systems**
- 4. Electrical Systems**
- 5. Siemens SiPass Access Control**
- 6. Siemens Siveillance CCTV**
- 7. Fire Alarm System**
- 8. Fire Sprinkler System**
- 9. Building Management System**
- 10. Wash-bay Equipment**
- 11. Support Information**
 - a. Architectural Drawings**
 - b. Engineering Drawings**
 - c. Equipment Cut Sheets**
- 12. Proforma**

1. Existing Conditions

Mechanical Systems

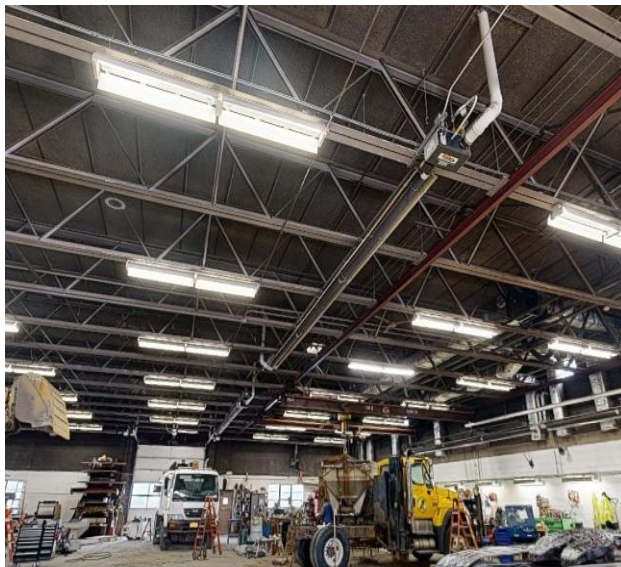
Offices

The office space is currently served by a rooftop unit for cooling and a boiler for heating. Ventilation is only supplied during cooling season, from the AAON DX rooftop unit. A boiler in the mechanical room provides hot water for hydronic fin tube radiation and unit heaters to heat the spaces. The break room, parts rooms, and garage office (Room X101) currently have no mechanical ventilation. They are all heated from the existing boiler. Mini splits provide cooling for the break room and garage office.



Main Garage

The garage is currently heated by natural gas infrared radiant heaters, which are existing and will remain in place. There may be roof-mounted exhaust fans in the main garage, if so these will be removed.



Electrical Systems

The Garage is currently served by a three-phase bank of transformers on pole NM-55 in front of the building. The underground service conductors enter the building via the crawlspace below the front office before rising above the floor to the utility meter in the Break Room. A 400 A fused disconnect switch serves as the main service disconnect supplying downstream power distribution panels. There is an outdoor, 125 kW, 208V generator located on the south side of the building. The unit supplies power to the building via an ATS located near the service equipment.

Demolition

The existing electrical meter, disconnect switch, wireways, and panelboards in the breakroom area are to be demolished due to age. This equipment will be replaced in the new work. Please note the meter is owned by the utility company and should be retained on behalf of the Owner. The existing power distribution panels in the front office area and garage area are to be demolished along with all associated wiring and conduit back to the source. The existing boiler and pump circuits in Mechanical Room X103 are to be demolished along with all associated wiring and conduit back to the source. All existing light fixtures and associated lighting control devices within the building will be demolished and replaced with a new lighting system. See architectural removals drawing AR801 - Reflected Ceiling Plan for exact quantities. Existing electrical devices (i.e. receptacles) in the building are to be demolished.

Power Distribution Requirements

Due to the new equipment that will be required as part of the garage renovation, the current utility service will not be sufficient for the building. Therefore, new utility-owned electrical equipment will be required, including primary medium voltage cable, a 13.2kV – 480V pad-mounted transformer, a meter, and meter instrumentation. The associated equipment to support this installation will be required, to include primary underground conduit between transformer pad and pole NM-55 (estimated length of 160'), transformer pad and grounding, and secondary underground service conduit & cabling to the building (estimated length of 105' feet). Given the service upgrade, a new 480V service entrance rated 1200A main switchboard (MSB-1) will need to be installed inside the building. This switchboard will be a bottom-fed unit, supplied by the newly installed underground service conductors, which are expected to enter the building via the crawlspace beneath the electrical room. MSB-1 will in turn supply a distribution panel to support the 480V equipment in the garage and washbay (HDP-1).

A new 225kVA, 480V-208V transformer will also be required inside the building to be fed from the 480V switchboard. This transformer will supply LDP-1, which will in turn supply multiple 208/120V panelboards (LLP-1, -2, -3 as needed) to provide power to new and existing equipment, lighting, and general receptacles.



Plumbing Systems

The building currently has a 2" domestic water service (entering from the East) primarily serving the Office area restrooms with two water heaters and no hot water recirculation system. This space also has a 12" cast iron sanitary pipe leaving the building to the East as well. All existing domestic and sanitary piping located within the East office area is located within the crawl space below the office. Access to crawl space area is difficult due to the confined space and the limited entrance through a partial height door within a mechanical room. The existing below slab floor drain system for the maintenance area is separated, however there is no existing oil water separator.





Structural Systems

The existing building is comprised of office and garage space. The existing office floor is framed of concrete on metal form deck supported by open-web steel joists above crawl space. The existing office roof is framed of open-web steel joists. Floor joists bear on exterior CMU walls and share an interior steel beam line within the crawl space. Roof joists bear on exterior CMU walls with brick veneer at the exterior. The office shares its west wall with the existing garage, which is framed of 48" deep long-span open-web steel roof joists bearing on CMU at the exterior and an interior steel beam line centered between east and west bays of the garage. The garage floor is concrete slab on grade. Within the existing office, new interior non-load-bearing walls shall be framed of cold-formed metal studs spanning from existing concrete on metal deck to existing open-web steel roof joists. Within the existing garage, the existing slab-on-grade shall be removed and replaced with a 10-inch thick, reinforced concrete slab on grade to support new vehicle lift equipment. Trench drains shall be provided in both the east and west bays of the garage. A new partition wall separating the east and west garage bays shall be comprised of reinforced CMU to 6-ft above finish floor with cold-formed metal framed studs above framed to existing open-web steel roof joists. This partition serves approximately as the interior boundary between Phase 1 and Phase 2 of construction and shall be part of Phase 1. Four new rooms at the south wall of the garage will be framed of reinforced CMU to 10-ft above finish floor with ceilings framed of cold-formed metal frame joists. Six new rooms at the southwest corner of the garage will be framed of non-load-bearing cold-formed metal frame studs from finish floor to existing roof framing. Along the east wall of the garage, two reinforced CMU partition walls, framed to 6-ft above finish floor, and steel pan stairs and reinforced concrete ramps shall be provided for access to the office. Reinforced CMU infill framing, to match existing, shall be provided where existing openings are to be

removed. Steel lintels shall be provided above new openings. A new 6-kip rated steel crane shall be provided along the east bay of the garage, supported by existing open-web steel roof joists, which shall be reinforced as necessary, including additional racing for lateral support. A proposed new Wash Bay is located abutting the garage west wall and is approximately 91-ft by 35-ft. This structure includes a 6-kip rated crane spanning its length. The primary gravity structural system for the building will consist of metal roof deck, open-web steel joists, and reinforced, insulated CMU walls. The primary gravity structural system for the crane will consist of steel beams for framing and crane rails, and reinforced CMU pilasters at the CMU walls. The lateral structural system for this building will consist of the metal roof deck diaphragm and CMU shear walls. Steel lintels shall be provided above each overhead door and man-door. The foundation will be comprised of a reinforced concrete foundation wall and wall footing, with extension of the existing garage footing to support the Wash Bay east wall.

A proposed open-sided Sheet Metal Storage Shed is located abutting the garage North wall and is approximately 30-ft by 15-ft. The primary gravity structural system for the building will consist of wood panel roof deck, dimensional lumber rafters, engineered wood beams, and timber posts. The foundation will be comprised of concrete pedestals and spread footings for each post. An exterior reinforced concrete slab-on-grade shall be provided. In addition to the new structures noted above, pre-manufactured canopies shall be provided at man-doors along the north and south walls of the existing garage and new Wash Bay. Canopies shall be anchored through the CMU walls. Four new exterior reinforced concrete slabs on grade, approximately 25-ft to 42-ft by 6-ft shall be provided at vehicle and man-door entry along the north and south walls of the garage. One new, exterior reinforced concrete slab on grade, approximately 30-ft by 16-ft shall be provided for equipment support and shall be rated to support the portable vehicle lifts. One new, exterior radiant-heat reinforced concrete slab on grade, approximately 61-ft x 36-ft shall be located along the northwest exterior of the garage, adjacent to the Wash Bay. An exterior concrete stair and ramp shall be provided for entry to the office along the east side of the existing building.



Fire Protection Systems

The existing vehicle repair garage and office is unsprinklered. DOT facility to be protected by a wet pipe sprinkler system and a dry pipe sprinkler system designed in accordance with NFPA 13 (2022). The site water main to be backflow prevented by double check valve assembly (DCVA), and the water main will enter the building into Sprinkler Room 121. One fire department connection (FDC) shall be provided on Sprinkler Room 121 exterior and shall be utilized for both the wet and dry pipe system hose demand. Dry system piping within the building shall be Schedule 40 hot-dipped galvanized steel, Grade A, ASTM A53 with galvanized steel or ductile iron fittings. Seismic design category is a Class B. No seismic bracing is required. Sprinkler piping sized 2 inch and less will utilize threaded joints and piping 2-1/2 inches and larger will utilize grooved mechanical joints. Final connections to sprinkler heads above ceiling shall be made utilizing UL Listed, braided, stainless steel, flexible, sprinkler hoses. Sprinkler heads in light and ordinary hazard occupancies will be quick-response type and shall be concealed in finished spaces at the center of the ceiling tiles. Sprinkler heads in extra hazard occupancies will standard-response type and high temperature rated.

2. General Construction Scope

SIEMENS will renovate an existing 30,000 square-foot garage facility to upgrade structural integrity, functionality, safety, and operational efficiency. Work includes demolition, construction, system upgrades, and commissioning. A wash bay will be added to the garage as per the design.

Site work

- Remove Asphalt 13,900 SF @ 6" Thick and 12" Subbase
- Remove Gravel Area 11,9220 SF @ 8" Thick
- Remove Concrete Apron 314 SF
- Remove 3ea Bollards
- Remove Exterior Concrete Sidewalk and Stairs
- Asphalt Prep 8,214 SF @ 16" Crusher Run Subbase and Mirafi 500X
- Concrete Apron Prep 1,018 SF @ 12" #57 Stone Subbase
- Concrete Apron Pour 1,018 SF @ 10" with 18" Haunch and #4 Bar @ 12" O.C.
- Concrete Pad Prep 2,128 SF @ 12" #57 Stone Subbase
- Concrete Pad Pour 2,128 SF @ 10" with 18" Haunch and #4 Bar @ 12" O.C.
- Gravel Pavement Prep 10,952 SF @ 8" Crusher Run Subbase and Mirafi 500X
- Exterior Concrete Wall/Ramp Prep 354 SF
- Exterior Concrete Wall/Ramp Pour
- Remove Under Slab Plumbing 820 LF
- Admin Slab Removal 886 SF @ 6" thick
- Remove Service Pit
- Remove Interior Floor 27,013 SF @ 8" Thick with 12" Subbase
- Excavate/Backfill New Under Slab Trenching 378 LF (Assumed)
- Furnish and Install 340 LF 12" Wide ACO Trench Drain with Ductile Iron Grates
- Excavate/Backfill Wash Bay Foundation Wall 251 LF
- Furnish and Install Wash Bay Foundation Insulation 1,004 SF
- Wash Bay SOG Prep 2,940 SF @ 12" #57 Stone Subbase
- Wash Bay SOG Pour 2,940 SF @ 8" Thick with #4 Epoxy Rebar @ 12" O.C.
- Furnish and Install 12ea Exterior Pipe Bollards
- Furnish and Install 12ea Interior Pipe Bollards Mounted with Plate and Bolts
- Furnish and Install 22ea Interior Wash Bay Bollards Mounted with Plate and Bolts
- Main Building SOG Prep 26,704 SF @ 12" #57 Stone Subbase
- Main Building SOG Pour 26,704 SF @ 8" Thick with #4 Epoxy Rebar @ 12" O.C.
- Furnish and Install Under Slab Insulation 1,716 SF (Left Bottom Corner ONLY)
- Interior Wall/Ramp Prep 400 SF
- Interior Wall/Ramp Pour
- Waterline: 300 LF 6" C-900, Test and Chlorinate, Connect to Existing.
- Sanitary Sewer: 190 LF 8" SDR-26, Zurn Oil Water Separator, Connect to Existing,
- Erosion Control: Sweeping, Concrete Washout, Silt Fence
- General Conditions: Mobilization, Supervision, Surveying

Concrete Work / Masonry

- Furnish and install all associated concrete sidewalks, aprons, and mechanical pads.
- Furnish and install all footings, foundations to 4' above grade
- Furnish and install Garage SOG Pour 5,048 SF @ 8" Thick 5,000 PSI Concrete Corrosion
- Furnish and install Corrosion Inhibitor and Epoxy Coated #4 Rebar @ 12" O.C.
- Form/Pour/Finish Concrete and premanufactured Trench Drains
- Furnish and install sleeve holes through foundation to accommodate new sewer lines, water, and electric pathways.
- Furnish and install insulated masonry block at car wash addition
- Furnish and install masonry piers for support of roof structure

Steel Work

- Bearing Plates
- 12" Galvanized Channel Door Jambs at Wash Bay
- Galvanized Lintels at Exterior Doors
- (12) Exterior 6" Pipe Ballards per Detail on C-500 x 8'-6" Prime Painted
- (16) Interior Pipe Ballards (8) at Existing Garage Prime Painted and (6) at Wash Bay-Hot Dipped Galvanized per Detail 3-A101 x 5'-0"
- Galvanized Beam Lintels at (2) New Overhead Doors at Wash Bay
- Add Beam and Plate Lintels for (4) Existing Overhead Doors
- Add Lintels for Door 120F
- Add Approximately 95' Wall Mounted Wall Railings
- Add Roof Steel at Wash Bay
- (2) Galvanized Grating Platforms with Stairs and Railings per Plan 1-S100
- (2) Small Steel Pan Stairs with Railings from Existing Garage Floor to Office Area
- New Structure Steel Roof with Mono-Rail Beam - All Hot Dipped Galvanized except Bar Joists per detail 1-S102.
- Extend C12 Channel Door Jambs at Overhead Doors 120A, 120C, 120H and 120F - GC to Demo Areas for Welding Access.
- Ballister Railing at Main Entrance Stair and Handicapped Ramp 42" High with Handrail at 36" High Prime Painted per design drawings.

Mill Work and Inwall Blocking

- Furnish and install 9 LF of Wilsonart "Relaxed White" 9247SS solid surface countertops with (1) sink cutout and 4" backsplash.
- 9 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad base cabinets.
- 9 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad wall cabinets as per details 1/A101, 1/A601, 1,4/A701. Excludes plumbing, fixtures, appliances.
- 7 LF of Wilsonart "Relaxed White" 9247SS solid surface countertops with (1) sink cutout and 4" backsplash.
- 7 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad base cabinets.

- 7 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad wall cabinets. Per details 1/A101, 1/A601, 4,6/A701
- 11.5 LF of Wilsonart "Relaxed White" 9247SS solid surface countertops with (1) sink cutout and 4" backsplash.
- 11.5 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad base cabinets.
- 11.5 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad wall cabinets.
- Per details 1/A101, 1/A601, 4,6/A701

Rough Carpentry

- Furnish and install Inwall blocking required.

Gutters and Downspouts

- Furnish and install 5" Type K gutters and downspouts and splash blocks.
- Furnish and install Inwall blocking required.

Roofing

- Furnish and install EPDM membrane roofing system.

Doors and Frames

- Furnish and install Exterior doors and frames
- Furnish and install 2-- 16'0" x 14'0" Model ESD20CR Corrosion Resistant rolling doors as mfg. by Cornell Iron Works, Inc. Face Mounted - 20 PSF.
- 100k Helical torsion springs in ZRG powder coated barrel Stainless Steel flat slats Stainless Steel bracket plates
- Stainless Steel hood 316 Stainless-Steel guides
- SGH Gear reduced electric operator with Nema 4X modification.
- 115-Volt 1phase Double angle stainless steel bottom bar Motor and Adjustor Covers
- Electric reversing safety edges with coiled cords
- Auxiliary chain hoists (2) Nema 4 three button control stations
- 2-- 14'0" x 14'0" Model ESD30 insulated Rolling steel service doors as mfg. by Cornell Iron Works, Inc. Face mounted to Masonry on exterior.
- 100k Helical torsion springs 24/24 Ga. Flat slats Structural steel guides
- Color as selected - Standard Colors
- 24 ga. Hood with sloped top and lintel seals Aluminum Bottom bar with astragal
- Gear Reduced electric operator with auxiliary chain hoist - 110v/1 phase
- (4) Nema 1 Three button control stations Electric reversing safety edge with coiled cords Motor and Adjustor Covers.
- Thermiser max weather seal package (18) Overhead exterior doors.
- Furnish and install specified hardware as per design drawings.

Glass and Glazing

- Furnish and install (6) Windows.

- Furnish and install Glazing at exterior doors. Glass – 1" Clear Low-e, tempered where required by code.
- Furnish and install Door – Medium stile, 10" bottom rail, (1) pair butt hinges, rim panic, 1" diameter pull handle and a 4" x ½" aluminum threshold.
- Exterior perimeter caulk included.

Drywall

- Provide and install metal framed partitions.
- Furnish and install Insulation and sound batts.
- Tape and spackle drywall and make ready for paint.

Ceilings

- Provide and install ceiling system at office spaces.
- Provide cutting and patching required in ceiling systems for MEP trades.

Tile work

- Furnish and install floor and wall tiles within all bathrooms.
- Provide metal edging and transition strips as required.

Flooring

- Furnish and install flooring Provide metal transition strips as needed.
- Furnish and install base molding.
- Furnish and install LVT
- Furnish and install Carpeting
- Furnish and install ceramic floor tile
- Furnish and install ceramic wall tile, full height at wet walls and wainscoting at all others
- Furnish and install Floor prep

Painting

- Pressure wash and paint existing CMU walls.
- Paint new CMU walls as scheduled. Includes epoxy coating at upper walls in Wash Bay 129.
- Paint gypsum board walls and ceilings and includes epoxy coating on gyp board ceiling at Wash Bay 129.
- Paint hollow metal doors and door frames.
- Paint overhead steel frames.
- Paint steel columns.
- Paint steel stair components.
- Paint bollards.
- Labor and materials to apply Sherwin Williams Resuflor Shop Floor II to Welding Area 118, Garage X120A, and Wash Bay 129.
- Labor, materials and equipment to pressure wash, prep and paint exterior CMU wall with 2 coats of Sherwin Williams Conflex XL Smooth High Build Acrylic Coating.

Specialties

- Provide and install interior signage.
- Furnish and install toilet and bath accessories.
- Fire extinguishers and cabinets
- Furnish and install refrigerator.

3. Mechanical and Plumbing Systems

All mechanical systems will be installed as per the design drawings developed by SIEMENS and CHA for the Main Garage. The summary of the mechanical systems is mentioned below:

- Provide labor, material, and equipment associated with the installation of one (1) 299 MBH and two (2) 2000 MBH boilers as per mechanical drawings.
- Provide labor, material, and equipment associated with the installation of pumps and accessories as per mechanical drawings.
- Provide and install air-separator, expansion tank and hydronics as per mechanical design.
- Provide and install hot water piping, distribution and glycol system as per mechanical design.
- Provide and install two (2) MAUs.
- Furnish and install one (1) RTU, 5500 CFM, equipped with gas heat and DX cooling.
- Provide and install Snow Melt system and Radiant Floor heating system.
- Provide and install two (2) ERVs, 140 CFM each.
- Provide and install seven (7) heat pumps and two (2) condensing units.
- Provide and install terminal heating units as per mechanical drawings.
- Install refrigerant piping and insulation as specified by design.
- Provide and install ductwork and diffusers for air distribution as per mechanical drawings.
- Rigging and system balancing as required for startup.
- Provide and install BACnet Integrators for equipment.
- Perform start-up/test run on the unit.

All plumbing systems will be installed as per the design drawings developed for the Main garage site. The summary of the plumbing systems is mentioned below:

- Demolition of existing systems as per plumbing design.
- Provide and install all plumbing fixtures and accessories as per plumbing design.
- Provide and install hot water heater and utility connections to all equipment as per plumbing drawings.
- Provide and install hot water distribution as per plumbing drawings.
- Provide gas piping for mechanical equipment as per plumbing drawings.
- Provide and install Tempered Water Skid.
- Provide and install Roof and Floor drains
- Provide and install Domestic booster pumps as per plumbing drawings.
- Perform start-up/test run on the unit.

4. Electrical Systems

All electrical systems will be installed as per the design drawings developed for the Main garage site. The summary of the electrical systems is mentioned below:

Service

- Provide and install 2–4-inch conduits from transformer to existing utility pole.
- Provide and install 2–4-inch conduits from transformer location to new electric room.
- Core drill through existing foundation wall.
- Provide and install transformer grounding.
- Provide and install National grid CT cabinet on the outside of the building.
- Provide and install 1200-amp feeder to Main Service board.
- Provide service ground.

Interior Distribution

- Furnish 1200-Amp Main service board.
- Furnish 800-amp panel LDP-1 and feeder.
- Furnish 800-amp panel HDP-1 and feeder.
- Furnish 600- amp automatic transfer switch and feeders.
- Furnish four 120/208 250- amp panels and feeders.
- Furnish 600-amp Emergency distribution panel and feeders.
- Furnish one 120/208 250-amp Emergency panel to serve office area.
- Furnish and install 225 KVA step down transformers and feeders.

OFFICE

- Provide and install flat panel light fixtures.
- Provide and install exit lights.
- Furnish emergency lights.
- Furnish and install recessed fixtures for conference room, bathrooms and over break counters.
- New conduit /wire/MC cable.
- Provide and install Accuity lighting controls.

Office Power

- Provide and install 150 receptacles.
- Furnish one home run circuit per office/room.
- Furnish four home run circuits for break area /data closet.
- Range receptacle.
- New conduit, wire, MC Cable

Data Scope of Work

- Provide and install data rack.
- Provide one drop per office.
- Provide six WAP drops.
- Provide three TV drops.
- Provide four printer drops.
- Provide two-time clock drops.
- All drops cat 6.

Garage Area Power.

- Reconnect new overhead doors to existing circuits.
- Provide pathway for door safety strip by door vendor.
- Install provided Push button controls by door vendor.
- Provide 120volts to fire alarm panels.
- Reconnect existing crane.
- Reconnect existing welding equipment.
- Reconnect gas island.
- Reconnect exhaust fans.
- Reconnect Radiant heaters

Garage area lights

- Provide 8 ft led strip fixtures with switching.
- Provide and install combos exit emergency lights above man doors.
- Provide and install 20 GFCI receptacles.
- Provide remote mounted Emergency lights.
- Provide Exit /EM lights.
- New conduit / wire/ MC Cable.

Temporary lights and power.

- Installation as required to perform scope.
- Removal of existing
- Maintenance.
- 20-amp circuits are provided for small tools only.

Maintain existing circuits

Selective demolition as required for scope.

Generator/ATS scope

- Supply new 600 -amp transfer switch to power emergency panels.
- Interrupt existing generator feed and connect to new transfer switch.

Equipment connections.

- Three four post lifts.
- Three lift exhaust systems.
- Lift battery charging station.
- Main Air compressor.
- Compressor exhaust fan.
- Tempered water skid.
- Pressure washer.
- Chassis washer.
- Wall mounted exhaust system.
- RTU 1.
- Make up air unit.
- Boiler #2 and pumps.
- One electric crane.
- Hotsy system.

Truck Dryer system.

- 200-amp 480-volt feed.
- 200-amp breaker in new panel.
- 200-amp NEMA 4 X disconnect.
- 200-amp connection to Fan control panel.
- 10-30-amp fan feeder conduits.
- 120-volt feed to Dryer activation panel.
- Low voltage connection to dryer panel from activation panel.
- Install photocells on each side of fan tunnel.
- Conduit and wire from Photocells to Activation panel.

Inter Clean

- 50-amp 480-volt feed.
- Mount provided panel.
- Pump feed from panel.
- Under slab conduit and wire to Photocell #1.
- Under slab conduit and wire to Photocell #2.
- Under slab conduit to and wire to Traffic light.
- Mount Photocell brackets.
- Mount and wire photocells.
- Mount and wire traffic lights.
- Provide conduit and wire to low level tank alarm switch.
- Provide conduit and wire to high level tank alarm switch.
- Provide conduit and wire to tank filled alarm switch.

Wash bay lighting

Wash bay corner mount led strip lighting.

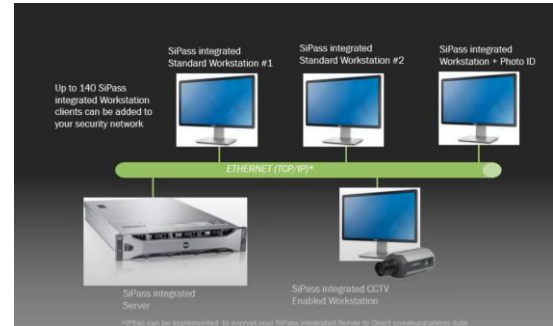
Crane bay lighting

- Overhead lighting on the ceiling.
- Wall mounted lighting facing out under each catwalk.
- Exit /Emergency combo lights over man doors.
- Emergency egress lighting.

5. Siemens SiPass Access Control

(1) Siemens SiPass Standard Edition Software

- Existing SiPass Software license to be updated by Siemens on existing owner SiPass virtual server
 - Owner responsible for loading their individual employee cards into the SiPass software
 - Siemens will load existing cards for owner if cardholder and access levels information is provided in a spreadsheet/csv format.
- License includes the following options to be added to the existing server for county SiPass (Additional license options can be purchased to add to the following listed below): 16 Doors



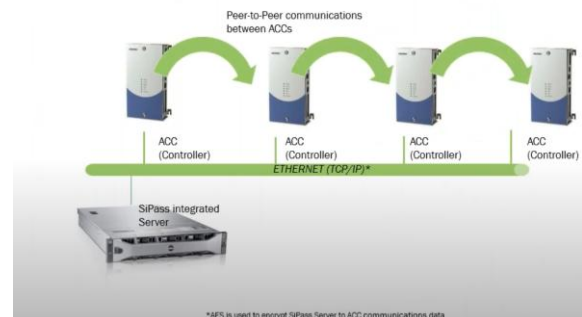
(1) Siemens ACC Card Access Panel Master Controller

- ACC controller with lockable enclosure
- Siemens will put the ACC panel on the owner's IT network.
- Owner to provide available network port and have port setup to be able to communicate back across the internal network to the Siemens SiPass software.
- New 24v power supply is to be supplied and installed to power the Siemens ACC

(16) Access Control Doors

- Siemens provided and installed SiPass DRI door controllers w/enclosures
- Siemens provided and installed HID Card Readers
- Readers planned to use 26-bit 125kHz Wiegand Cards
- Siemens to provide door contacts and request exits on the doors.
- Siemens to supply and install all required electronic door strikes for the doors called out for access control. Siemens will coordinate with the Architect and GC on final selection of electronic door strikes based on the door hardware provided by others or to work with existing door hardware.

SiPass integrated – Server / ACC Architecture



(8) Overhead Door Contacts

- Siemens is to provide and install overhead door contacts to monitor door position.
-

6. Siemens Siveillance CCTV

(1) Network Video Recorder (NVR)

- Siemens supplied Network Video Recorder server with the following specs:
 - Windows Server 2019
 - Intel Xeon Processor E-2224
 - 250GB operating system hard drive
 - 32TB of hard drive storage (Will be setup for RAID 1 between 16TB drives)
 - 16GB of RAM
 - 2x1GbE LAN for network
 - 1U Rackmount

(1) Siemens Siveillance Video Core Plus Base License

(24) Siemens Siveillance Video Core Plus Camera Licenses

(1) Power Over Ethernet (PoE) network switches will be provided and installed in the owner's network racks for managing the new IP cameras and CCTV network traffic.

(6) Interior QND Series Hanwha 5MP IP Cameras with varifocal lenses will be provided, wired, and installed.

(18) Exterior QNV Series Hanwha 5MP IP Cameras with varifocal lenses will be provided, wired, and installed.

All cameras will be wired with CAT6 cables back to the Siemens provided network switches. All cameras will be powered using Power Over Ethernet.

Siemens will setup the NVR and Siveillance software off-site prior to installation in the owner provided network rack. All (24) IP cameras will be routed to record on the supplied NVR. All cameras will be setup to record at 15fps on motion using H.264 compression.

7. Fire Alarm System

SIEMENS will furnish, install, wire, program, and test the following scope of work for a new Fire Alarm system at the Rensselaer County Main Garage. Siemens will provide and install a new Siemens fire alarm system to bring the building fire alarm coverage up to code per the early development drawings and understanding of the building occupancy. Siemens will provide project drawings and submittals for the review of the project team.

Scope of Work:

- Provide, install, wire, program, and test a new Siemens Desigo FC2025 - 250 point addressable fire alarm system.
- Provide and install all required panel modules, cards, NAC booster panels, enclosures, and required batteries.
- The following fire alarm devices are proposed for coverage based on the preliminary drawings, the building being sprinkled, and requirements per code for fire alarm coverage:
 - (20) Smoke Detectors w/CO where needed with bases
 - (4) Heat Detectors with bases
 - (30) Conventional Heats with Addressable Modules
 - (20) Pull Stations
 - (2) Duct Detectors with smoke, carbon dioxide, sampling tubes, relays, and test switches
 - (3) Dual Input Modules for monitoring sprinkler
 - (8) Relay modules for equipment control (doors, AHUs)
 - (30) Horn Strobes
 - (12) Strobes
 - (1) Remote Annunciator with control
 - (1) Cellular Dialer
 - (1) Edge Gateway with Building X Fire Manager
- Siemens will complete the required NFPA Fire Alarm test and inspection after the fire alarm panel installation is complete. Test reports will be provided to the owner at final completion.
- Siemens will provide owner with manuals and provide an onsite owner training session reviewing the operation of the installed fire alarm panel.

8. Fire Sprinkler System

SIEMENS will furnish, install fire sprinkler and protection system as described below:

Scope of Work:

- Provide all necessary labor and material to furnish and install wet-type and dry-type sprinkler systems as per design drawings.
- Work begins at an outlet inside building.
- Wet riser complete with control valve, flow switch, gauge and drain.
- Double check backflow preventer.
- Dry riser complete with control valve, dry valve with trim, air compressor and pressure switches.
- Office area classified as Light Hazard.
- Garage area classified as Ordinary Hazard Group-2.
- Provide fire department connection.
- Pipe, fittings, sprinkler heads, and hangers.
- System design per NFPA 13.
- Spare sprinkler head cabinet with extra heads and wrench.
- Hydrostatic test of new system.
- All work in accordance with NFPA 13.
- Work to be UL listed
- Recessed pendent heads in finished ceilings; upright heads in open ceilings.
- Firestopping of penetrations.
- Black steel pipe with cast iron and grooved fittings.
- Dry system to protect wash bay.
- Pipe specs: Schedule 40 (1"–1.5"), Schedule 10 (2" and larger)
- Corrosion-resistant sprinkler heads in wash bay.
- Sidewall sprinkler heads below overhead doors.

9. Building Management Systems

Furnish, install, and wire all required DDC controllers, control panels, power supplies, sensors, control valves, relays and other devices as required for the following systems:

Boilers (Qty: 3)

- The boiler system shall be provided with a factory cascade controller. Siemens shall run the low voltage interconnect wiring and communication between boilers.
- Siemens shall monitor the three boilers through BACnet integration to the main boiler factory controller.
- Siemens will provide hardwire enable and alarm points for each boiler in addition to software points through integration such as setpoint and alarm.
- Supply and Return immersion temperature sensors for each boiler.
- Outdoor air temperature sensor for system enable.



Pumps 1-7

- All pumps will be enabled through a motor starter, no VFDs.
- Pump start/stop, status points are included.
- Siemens will enable dedicated boiler pumps and monitor status of each.
- Immersion temperature sensors for supply and return for each pump system.



Make Up Air Unit-1

- The following points will be provided / controlled for MAU-1:
- Start/Stop, Status
- Return and Supply air temperature sensors
- Filter DP
- Damper actuators
- Modulating Control Valve

Make Up Air Unit-2

- The following points will be provided / controlled for MAU-2:
- Start/Stop, Status
- Return and Supply air temperature sensors
- Filter DP
- Damper actuators
- Modulating Control Valve

Energy Recovery Ventilator-1 with associated Heating Coil-1

- Siemens to provide and control the following points:
- Start/Stop, Status
- Return and Supply air temperature sensors
- Filter DP
- Damper actuators
- Setpoint 0-10VDC
- Heating Coil Control Valve

Energy Recovery Ventilator-2 with associated Heating Coil-2

- Siemens to provide and control the following points:
- Start/Stop, Status
- Return and Supply air temperature sensors
- Filter DP
- Damper actuators
- Setpoint 0-10VDC
- Heating Coil Control Valve

Exhaust Fans 1-3

- Siemens to provide start/stop/status on the new exhaust fans being installed.
- Siemens will control the exhaust fans on a time-of-day schedule.
- Siemens will provide CO and NOX sensors for both EF-1 and EF-2

RTU-1

- Siemens will have full control of the packaged RTU-1. The following hardwired points shall be included:
- Start/Stop, Status for fans and DX
- DX cooling / Gas Heating modulation 0-10VDC
- Return air, mixed air, supply air temperature sensors
- Mixed air and supply air damper actuators
- Filter differential pressure sensor

10. Wash-bay Equipment

Hotsy - Hot Water Pressure Washer

The Hotsy system is a heavy-duty stationary hot water pressure washer engineered for demanding industrial and commercial cleaning applications. Designed for permanent installation, this system delivers reliable, high-performance cleaning power while maintaining long-term durability and operational efficiency.

Built with Hotsy's stainless steel cabinet, the system provides superior resistance to corrosion and harsh environments, making it ideal for manufacturing facilities, truck washbays, food processing plants, transportation hubs, and service bays. The rugged construction protects critical components while ensuring long service life with minimal maintenance. This model features an industrial-grade pump and heating system designed to deliver consistent high pressure and hot water output for removing grease, oil, and stubborn contaminants. The stationary design allows for integration with overhead boom systems or multiple wash stations, supporting efficient workflow and centralized cleaning operations. User-friendly controls and built-in safety features help ensure dependable operation, while Hotsy system provides facilities seeking a powerful, space-efficient, and professional cleaning solution.

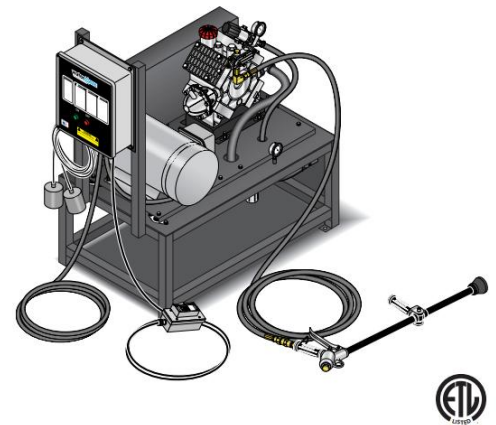
Technical Specifications

Hotsy Water Blaster

- Operating Pressure: 500 PSI
- Water Flow Rate: 25 GPM
- Power & Electrical Requirements
- Power Source: Electric Driven Pump, Gas-Fired Heating
- Voltage: 460V, Phase: 3-Phase, Amperage: 15 Amps
- Motor: 10HP Industrial-Duty Motor for water blaster.
- Turbine Series Gun.
- 250 USGal Tank with 5-hp pump.

Pump & Construction

- Pump Type: Hotsy Triplex Belt-Drive Pump (Crankshaft)
- Cabinet: Stainless Steel (corrosion-resistant)



Interclean

The InterClean Chassis Wash System is a high-performance, automated undercarriage cleaning system specifically engineered for fleet trucks, including box trucks, tractors, refuse vehicles, transit buses, and vocational equipment. Designed to remove road salt, mud, grease, oil, and corrosive contaminants, the system plays a critical role in extending vehicle service life and reducing long-term maintenance costs.



Installed in a drive-through or stationary wash bay, the system uses strategically positioned spray manifolds and high-impact nozzles to deliver powerful, uniform coverage across the truck chassis. Critical components such as frames, axles, suspension assemblies, cross-members, and wheel wells are thoroughly cleaned—areas that are typically inaccessible with manual washing methods.



The InterClean Chassis Wash System is constructed using heavy-duty, corrosion-resistant materials, making it suitable for year-round fleet operations in harsh environments, including winter road salt exposure. The system integrates seamlessly with high-volume pressure washers and can be fully automated to deliver consistent, repeatable cleaning cycles with minimal operator involvement.

Designed for demanding fleet environments, InterClean's system improves operational efficiency, enhances vehicle reliability, and supports preventative maintenance programs while helping fleets meet environmental and cleanliness standards. The equipment is a drive-through undercarriage system.

Technical Specifications

- Cleaning Method: High-pressure undercarriage and chassis spray.
- Coverage Area: Full chassis width and length (frame rails, axles, suspension).
- Spray Pattern: Multi-angle fixed and oscillating nozzles.
- Operating Water Temperature: Cold or hot water (system-dependent)

Pressure & Flow Requirements

- Operating Pressure: 0–600 PSI (pressure washer dependent).
- Pump - 20HP, 460 Volt.
- Water Flow Rate: 10–30 GPM (high-volume fleet configuration).
- Washer Type: Industrial-grade stationary pressure washer.
- Undercarriage – Spinners, Valve and Chassis wash mounting module.

Plumbing & Components

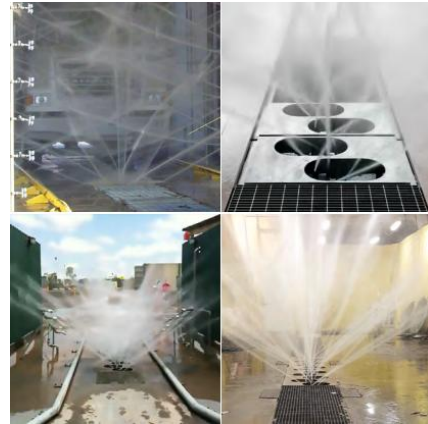
- Manifolds: Heavy-wall stainless steel or epoxy-coated steel
- Nozzles: Hardened stainless steel, high-impact fan or zero-degree options
- Piping: Schedule 40/80 steel or stainless, corrosion-resistant
- Filtration: Inline debris and grit filtration recommended

Controls & Activation Options:

- Photo-eye triggered
- Loop sensor

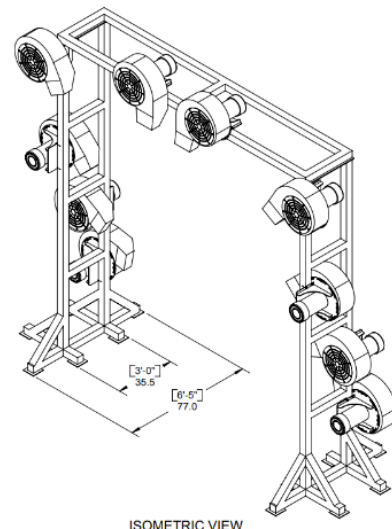
Cycle Time: 30–90 seconds (adjustable)

- Automation: PLC or relay-based control panels available
- Integration: Compatible with full fleet wash systems and bay automation



Truck Dryer System

The Truck Dryer System is a high-velocity air-drying solution specifically engineered for commercial and fleet truck wash bays. Designed to rapidly remove water from vehicle surfaces after washing, the system improves throughput, reduces spotting and corrosion, and delivers a consistent, professional finish without manual labor. Built for heavy-duty operation, the Master Valor system uses high-horsepower blower assemblies and precision-engineered air outlets to direct concentrated streams of air across truck cabs, chassis components, mirrors, grilles, and body panels. This powerful airflow effectively displaces standing water from seams, recesses, and hard-to-reach areas commonly found on fleet trucks. The system is ideal for drive-through fleet wash facilities, maintenance depots, and industrial wash bays, where speed, repeatability, and durability are critical. Its rugged construction and weather-resistant components allow reliable performance in demanding, high-volume environments. When integrated with automated wash controls, the Dryer System reduces vehicle downtime and enhances post-wash appearance while supporting corrosion prevention efforts.



Drying Performance

- Drying Method: High-velocity, touchless forced air
- Air Delivery: Multi-nozzle directional airflow
- Drying Coverage: Full truck cab and body surface; targeted airflow for mirrors, grilles, and underbody components
- Cycle Time: 30–60 seconds (adjustable)

Blowers & Air System

- Blower Type: Industrial centrifugal or regenerative blowers.
- Horsepower: Ten (10) 15- HP total system capacity.
- Air Velocity: Up to 142 MPH at the nozzle.
- Air Volume: 4500 High CFM output optimized for large vehicle profiles.
- Noise Control: Integrated sound attenuation options available

Electrical Requirements

- Power Supply: 460V, 3Phase, 60Hz.
- TEFC Motors

Industrial Bridge Crane

One (1) 3-ton (6,000 lbs.) SGUH bridge crane, including:

- Single bridge girder 20'-0" bridge span, 1'-10" overhang on each end.
- 0-100 fpm, VFD bridge control, 2-position slow down / stop limit switch.
- 24'-8 5/8" top of runway running rails, AFF.
- ADVISE clear ceiling (sides and center of runway bay).
- Lifting lug is included.
- R&M SXR wire rope hoist 21'-3 7/8" +/- high hook saddle (load support point) 3 & 20 fpm, 2-speed hoist control.
- Hook operated control limit switch with manual reset
- 0-65 fpm, VFD trolley control
- Main bridge panel 460/3/60 mainline voltage
- 115vac control voltage
- OLI Comms condition monitoring
- Hoist data access through the mobile app
- TD drive tool
- Special features for >90% humidity: Thermal protection for all motors
- Stand-by heating for all motors and panels
- IP-66 protection for all motors and panels
- 2-wheel trolley drive via poly drive belt
- CMAA Class C
- Sliding PB controller
- Painted safety yellow



11. Support Information

12. Cash Flow - Proforma

Amendment No. 19 to Performance Contracting Agreement

Amendment No. 19 ("Amendment") is made this 4th day of August, 2026, by and between SIEMENS Industry, Inc. ("SIEMENS"), and the party identified below as CLIENT, and effective upon execution, amends and modifies the Performance Contracting Agreement dated March 1, 2014, 44OP-379622 between SIEMENS and CLIENT, and all prior amendments thereto, if any (collectively the "Agreement").

PROJECT:

To address changes to the scope of the Agreement with Savings achieved through this Amendment 19's FIM's calculated and reported separately from the FIM's identified in the Agreement and previous Amendments.

CLIENT: Rensselaer County
99 Troy Road
East Greenbush, NY 12061

DESIGNATED REPRESENTATIVE:
Steve McLaughlin, County Executive
Phone: 518-270-2900, Fax: 518-270-2961

SIEMENS: SIEMENS Industry, Inc.
1000 Deerfield Parkway
Buffalo Grove IL 60089

Local office at:
6 British American Blvd, Suite 104-c
Latham, NY 12120

DESIGNATED REPRESENTATIVE:
Tom Garrett, Account Executive
Phone: 518-424-0768, Fax: 518-782-0476

1. The Agreement and any amendments thereto are incorporated by reference herein and made a part hereof.
2. The Parties agree to modify the Agreement as follows:

The following is added to Article 4 of the Performance Contracting Agreement:

4.14m The savings realized between the Final Completion date of construction related to the scope of Amendment 19 and the next anniversary of the Guarantee Date will be added to the Construction Period Savings. Annual Period 1 for the savings related to the scope of Amendment 19 will start on the next anniversary of Guarantee Date after construction is complete.

The following is added as new Section 10.4.1. as applicable to FIM 1.2.165 herein:

10.4.1. SIEMENS IS NOT AN INSURANCE COMPANY. The indemnity provided by SIEMENS under this Section 10.4 shall not apply to Damages that are caused by, or arise from, the failure of the installed fire alarm system to operate properly. THE CLIENT'S SOLE REMEDY FOR A DEFECTIVE OR NON-CONFORMING FIRE ALARM SYSTEM PROVIDED BY SIEMENS AS PART OF THE FIRE SYSTEM INSTALLATION SHALL BE IN ACCORDANCE WITH THE WARRANTY TERMS CONTAINED IN ARTICLE 5 HEREOF.

EXHIBIT A – Scope of Work and Services, Article 1: Scope of FIM Work is modified as follows:
Department of Public Works Main Garage – Bloomingrove Drive

In collaboration with the CLIENT via feedback during the development of the project, SIEMENS will be solely responsible for the development of the Work. In the event there are discrepancies between the drawings and the Amendment, the Amendment will take precedence over the drawings.

The following Work is inserted at the end of the Amendment 18 Article 1.2.

1.2.161 General Construction

SIEMENS will furnish labor, material and equipment to rennovate the main garage at Bloomingrove Drive and add a washbay as per the design drawings created for the site.

Site work

- Remove Asphalt 13,900 SF @ 6" Thick and 12" Subbase
- Remove Gravel Area 11,9220 SF @ 8" Thick
- Remove Concrete Apron 314 SF
- Remove 3ea Bollards
- Remove Exterior Concrete Sidewalk and Stairs
- Asphalt Prep 8,214 SF @ 16" Crusher Run Subbase and Mirafi 500X
- Concrete Apron Prep 1,018 SF @ 12" #57 Stone Subbase
- Concrete Apron Pour 1,018 SF @ 10" with 18" Haunch and #4 Bar @ 12" O.C.
- Concrete Pad Prep 2,128 SF @ 12" #57 Stone Subbase
- Concrete Pad Pour 2,128 SF @ 10" with 18" Haunch and #4 Bar @ 12" O.C.
- Gravel Pavement Prep 10,952 SF @ 8" Crusher Run Subbase and Mirafi 500X
- Exterior Concrete Wall/Ramp Prep 354 SF
- Exterior Concrete Wall/Ramp Pour
- Remove Under Slab Plumbing 820 LF
- Admin Slab Removal 886 SF @ 6" thick
- Remove Service Pit
- Remove Interior Floor 27,013 SF @ 8" Thick with 12" Subbase
- Excavate/Backfill New Under Slab Trenching 378 LF (Assumed)
- Furnish and Install 340 LF 12" Wide ACO Trench Drain with Ductile Iron Grates
- Excavate/Backfill Wash Bay Foundation Wall 251 LF
- Furnish and Install Wash Bay Foundation Insulation 1,004 SF
- Wash Bay SOG Prep 2,940 SF @ 12" #57 Stone Subbase
- Wash Bay SOG Pour 2,940 SF @ 8" Thick with #4 Epoxy Rebar @ 12" O.C.
- Furnish and Install 12ea Exterior Pipe Bollards
- Furnish and Install 12ea Interior Pipe Bollards Mounted with Plate and Bolts
- Furnish and Install 22ea Interior Wash Bay Bollards Mounted with Plate and Bolts
- Main Building SOG Prep 26,704 SF @ 12" #57 Stone Subbase
- Main Building SOG Pour 26,704 SF @ 8" Thick with #4 Epoxy Rebar @ 12" O.C.
- Furnish and Install Under Slab Insulation 1,716 SF (Left Bottom Corner ONLY)
- Interior Wall/Ramp Prep 400 SF
- Interior Wall/Ramp Pour
- Waterline: 300 LF 6" C-900, Test and Chlorinate, Connect to Existing (ASSUMED)
- Sanitary Sewer: 190 LF 8" SDR-26, Zurn Oil Water Separator, Connect to Existing,
- Erosion Control: Sweeping, Concrete Washout, Silt Fence
- General Conditions: Mobilization, Supervision, Surveying

Concrete Work / Masonry

- Furnish and install all associated concrete sidewalks, aprons, and mechanical pads.
- Furnish and install all footings, foundations to 4' above grade
- Furnish and install Garage SOG Pour 5,048 SF @ 8" Thick 5,000 PSI Concrete Corrosion
- Furnish and install Corrosion Inhibitor and Epoxy Coated #4 Rebar @ 12" O.C.
- Form/Pour/Finish Concrete and premanufactured Trench Drains
- Furnish and install sleeve holes through foundation to accommodate new sewer lines, water, and electric pathways.
- Furnish and install insulated masonry block at car wash addition
- Furnish and install masonry piers for support of roof structure

Steel Work

- Bearing Plates
- 12" Galvanized Channel Door Jambs at Wash Bay
- Galvanized Lintels at Exterior Doors
- (12) Exterior 6" Pipe Ballards per Detail on C-500 x 8'-6" Prime Painted

- (16) Interior Pipe Ballards (8) at Existing Garage Prime Painted and (6) at Wash Bay-Hot Dipped Galvanized per Detail 3-A101 x 5'-0"
- Galvanized Beam Lintels at (2) New Overhead Doors at Wash Bay
- Add Beam and Plate Lintels for (4) Existing Overhead Doors
- Add Lintels for Door 120F
- Add Approximately 95' Wall Mounted Wall Railings
- Add Roof Steel at Wash Bay
- (2) Galvanized Grating Platforms with Stairs and Railings per Plan 1-S100
- (2) Small Steel Pan Stairs with Railings from Existing Garage Floor to Office Area
- New Structure Steel Roof with Mono-Rail Beam - All Hot Dipped Galvanized except Bar Joists per detail 1-S102.
- Extend C12 Channel Door Jambs at Overhead Doors 120A, 120C, 120H and 120F - GC to Demo Areas for Welding Access.
- Ballister Railing at Main Entrance Stair and Handicapped Ramp 42" High with Handrail at 36" High Prime Painted per design drawings.

Mill Work and Inwall Blocking

- Furnish and install 9 LF of Wilsonart "Relaxed White" 9247SS solid surface countertops with (1) sink cutout and 4" backsplash.
- 9 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad base cabinets.
- 9 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad wall cabinets as per details 1/A101, 1/A601, 1,4/A701. Excludes plumbing, fixtures, appliances.
- 7 LF of Wilsonart "Relaxed White" 9247SS solid surface countertops with (1) sink cutout and 4" backsplash.
- 7 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad base cabinets.
- 7 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad wall cabinets. Per details 1/A101, 1/A601, 4,6/A701
- 11.5 LF of Wilsonart "Relaxed White" 9247SS solid surface countertops with (1) sink cutout and 4" backsplash.
- 11.5 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad base cabinets.
- 11.5 LF of Wilsonart "Satin Stainless" 4830-18 plastic laminate clad wall cabinets.
- Per details 1/A101, 1/A601, 4,6/A701

Rough Carpentry

- Furnish and install Inwall blocking required.

Gutters and Downspouts

- Furnish and install 5" Type K gutters and downspouts and splash blocks.
- Furnish and install Inwall blocking required.

Roofing

- Furnish and install EPDM membrane roofing system.

Doors and Frames

- Furnish and install exterior doors and frames
- Furnish and install 2-- 16'0" x 14'0" Model ESD20CR Corrosion Resistant rolling doors as mfg. by Cornell Iron Works, Inc. Face Mounted - 20 PSF.
- 100k Helical torsion springs in ZRG powder coated barrel Stainless Steel flat slats Stainless Steel bracket plates
- Stainless Steel hood 316 Stainless-Steel guides
- SGH Gear reduced electric operator with Nema 4X modification.
- 115v 1phase double angle stainless steel bottom bar Motor and Adjustor Covers
- Electric reversing safety edges with coiled cords
- Auxiliary chain hoists (2) Nema 4 three button control stations
- 2-- 14'0" x 14'0" Model ESD30 insulated Rolling steel service doors as mfg. by Cornell Iron Works, Inc. Face mounted to Masonry on exterior.
- 100k Helical torsion springs 24/24 Ga. Flat slats Structural steel guides
- Color as selected - Standard Colors
- 24 ga. hood with sloped top and lintel seals aluminum bottom bar with astragal
- Gear Reduced electric operator with auxiliary chain hoist - 110v/1 phase

- (4) Nema 1 Three button control stations Electric reversing safety edge with coiled cords Motor and Adjustor Covers.
- Thermiser max weather seal package (18) Overhead exterior doors.
- Furnish and install specified hardware as per design drawings.

Glass and Glazing

- Furnish and install (6) Windows.
- Furnish and install Glazing at exterior doors. Glass – 1" Clear Low-e, tempered where required by code.
- Furnish and install Door – Medium stile, 10" bottom rail, (1) pair butt hinges, rim panic, 1" diameter pull handle and a 4" x ½" aluminum threshold.
- Exterior perimeter caulk included.

Drywall

- Provide and install metal framed partitions.
- Furnish and install Insulation and sound batts.
- Tape and spackle drywall and make ready for paint.

Ceilings

- Provide and install ceiling system at office spaces.
- Provide cutting and patching required in ceiling systems for MEP trades.

Tile work

- Furnish and install floor and wall tiles within all bathrooms.
- Provide metal edging and transition strips as required.

Flooring

- Furnish and install flooring Provide metal transition strips as needed.
- Furnish and install base molding.
- Furnish and install LVT
- Furnish and install Carpeting
- Furnish and install ceramic floor tile
- Furnish and install ceramic wall tile, full height at wet walls and wainscoting at all others
- Furnish and install Floor prep

Painting

- Pressure wash and paint existing CMU walls.
- Paint new CMU walls as scheduled. Includes epoxy coating at upper walls in Wash Bay 129.
- Paint gypsum board walls and ceilings and includes epoxy coating on gyp board ceiling at Wash Bay 129.
- Paint hollow metal doors and door frames.
- Paint overhead steel frames.
- Paint steel columns.
- Paint steel stair components.
- Paint bollards.
- Labor and materials to apply Sherwin Williams Resufloor Shop Floor II to Welding Area 118, Garage X120A, and Wash Bay 129.
- Labor, materials and equipment to pressure wash, prep and paint exterior CMU wall with 2 coats of Sherwin Williams Conflex XL Smooth High Build Acrylic Coating.

Specialties

- Provide and install interior signage.
- Furnish and install toilet and bath accessories.
- Fire extinguishers and cabinets
- Furnish and install refrigerator.

1.2.162 Mechanical and Plumbing Systems

SIEMENS will install the following scope of work related to the heating ventilation and air conditioning systems as follows: All mechanical systems will be installed as per the design drawings developed by CHA and SRA for the Main Garage.

- Provide labor, material, and equipment associated with the installation of one (1) 299 MBH and two (2) 2000 MBH boilers as per mechanical drawings.
- Provide labor, material, and equipment associated with the installation of pumps and accessories as per mechanical drawings.
- Provide and install air-separator, expansion tank and hydronics as per mechanical design.
- Provide and install hot water piping, distribution and glycol system as per mechanical design.
- Provide and install two (2) MAUs.
- Furnish and install one (1) RTU, 5500 CFM, equipped with gas heat and DX cooling.
- Provide and install snow melt system and radiant floor heating system.
- Provide and install two (2) ERVs, 140 CFM each.
- Provide and install seven (7) heat pumps and two (2) condensing units.
- Provide and install terminal heating units as per mechanical drawings.
- Install refrigerant piping and insulation as specified by design.
- Provide and install ductwork and diffusers for air distribution as per mechanical drawings.
- Rigging and system balancing as required for startup.
- Provide and install BACnet Integrators for equipment.
- Perform start-up/test run on the units.

SIEMENS will install the following scope of work related to the plumbing systems as follows. All plumbing systems will be installed as per the design drawings developed for the Main Garage site.

- Demolition of existing systems as per plumbing drawings.
- Provide and install all plumbing fixtures and accessories as per plumbing drawings.
- Provide and install hot water heater and utility connections to all equipment as per plumbing drawings.
- Provide and install hot water distribution as per plumbing drawings.
- Provide gas piping for mechanical equipment as per plumbing drawings.
- Provide and install Tempered Water Skid.
- Provide and install Roof and Floor drains
- Provide and install Domestic booster pumps as per plumbing drawings.
- Perform start-up/test run on the units.

1.2.163 Electrical Systems

SIEMENS will install the following scope of work related to the electrical systems as follows. All electrical systems will be installed as per the design drawings developed by CHA and SRA for the Main Garage site.

New Electrical Service Upgrade

- Provide and install 2–4-inch conduits from transformer to existing utility pole.
- Provide and install 2–4-inch conduits from transformer location to new electric room.
- Core drill through existing foundation wall.
- Provide and install transformer grounding.
- Provide and install National grid CT cabinet on the outside of the building.
- Provide and install 1200-amp feeder to Main Service board.
- Provide service ground.

Interior Distribution

- Furnish and install 1200-Amp Main service board.
- Furnish and install 800-amp panel LDP-1 and feeder.
- Furnish and install 800-amp panel HDP-1 and feeder.
- Furnish and install 600- amp automatic transfer switch and feeders.
- Furnish and install four 120/208 250- amp panels and feeders.
- Furnish and install 600-amp Emergency distribution panel and feeders.

- Furnish and install one 120/208 250-amp Emergency panel to serve office area.
- Furnish and install 225 KVA step down transformers and feeders.

Office Areas

- Provide and install flat panel light fixtures.
- Provide and install exit lights.
- Furnish emergency lights.
- Furnish and install recessed fixtures for conference room, bathrooms and over break counters.
- New conduit /wire/MC cable.
- Provide and install Accuity lighting controls.

Office Area Power

- Provide and install 150 receptacles.
- Furnish one home run circuit per office/room.
- Furnish four home run circuits for break area /data closet.
- Range receptacle.
- New conduit, wire, MC Cable

Data Scope of Work

- Provide and install data rack.
- Provide one drop per office.
- Provide six WAP drops.
- Provide three TV drops.
- Provide four printer drops.
- Provide two-time clock drops.
- All drops cat 6.

Garage Area Power.

- Reconnect new overhead doors to existing circuits.
- Provide pathway for door safety strip by door vendor.
- Install provided Push button controls by door vendor.
- Provide 120-volts to fire alarm panels.
- Reconnect existing crane.
- Reconnect existing welding equipment.
- Reconnect gas island.
- Reconnect exhaust fans.
- Reconnect Radiant heaters

Garage area lights

- Provide 8 ft led strip fixtures with switching.
- Provide and install combos exit emergency lights above man doors.
- Provide and install 20 GFCI receptacles.
- Provide remote mounted Emergency lights.
- Provide Exit /EM lights.
- New conduit / wire/ MC Cable.

Temporary lights and power.

- Installation as required to perform scope.
- 20-amp circuits are provided for small tools only.
- Maintain existing circuits
- Selective demolition as required for scope.

Generator/ATS scope

- Supply new 600 -amp transfer switch to power emergency panels.
- Interrupt existing generator feed and connect to new transfer switch.

Equipment connections.

- Three four post lifts.
- Three lift exhaust systems.

- Lift battery charging station.
- Main Air compressor.
- Compressor exhaust fan.
- Tempered water skid.
- Pressure washer.
- Chassis washer.
- Wall mounted exhaust system.
- Power for RTU 1.
- Make up air unit.
- Boiler #2 and pumps.
- One electric crane.
- Hotsy system.

Truck Dryer system.

- 200-amp 480-volt feed.
- 200-amp breaker in new panel.
- 200-amp NEMA 4 X disconnect.
- 200-amp connection to Fan control panel.
- 10-30-amp fan feeder conduits.
- 120-volt feed to Dryer activation panel.
- Low voltage connection to dryer panel from activation panel.
- Install photocells on each side of fan tunnel.
- Conduit and wire from photocells to activation panel.

Inter Clean

- 50-amp 480-volt feed.
- Mount provided panels.
- Pump feed from panel.
- Under slab conduit and wire to Photocell #1.
- Under slab conduit and wire to Photocell #2.
- Under slab conduit to and wire to Traffic light.
- Mount Photocell brackets.
- Mount and wire photocells.
- Mount and wire traffic lights.
- Provide conduit and wire to low level tank alarm switch.
- Provide conduit and wire to high level tank alarm switch.
- Provide conduit and wire to tank filled alarm switch.

Wash bay lighting

- Wash bay corner mount led strip lighting.

Crane bay lighting

- Overhead lighting on the ceiling.
- Wall mounted lighting facing out under each catwalk.
- Exit /Emergency combo lights over man doors.
- Emergency egress lighting.

1.2.164 Security and Access Control

SIEMENS will furnish and install the scope of work is as follows:

(1) SIEMENS SiPass Standard Edition Software

- Existing SiPass Software license to be updated by SIEMENS on existing CLIENT SiPass virtual server
 - CLIENT is responsible for loading their individual employee cards into the SiPass software

- SIEMENS will load existing cards for CLIENT if cardholder and access levels information is provided in a spreadsheet/csv format.
- License includes the following options to be added to the existing server for CLIENT SiPass (Additional license options can be purchased to add to the following listed below): 16 Doors

(1) SIEMENS ACC Card Access Panel Master Controller

- ACC controller with lockable enclosure
- SIEMENS will put the ACC panel on the owner's IT network.
- CLIENT to provide available network port and have port setup to be able to communicate back across the internal network to the SIEMENS SiPass software.
- New 24v power supply is to be supplied and installed to power the SIEMENS ACC

(16) Access Control Doors

- SIEMENS provided and installed SiPass DRI door controllers w/enclosures
- SIEMENS provided and installed HID Card Readers
- Readers planned to use 26-bit 125kHz Wiegand Cards
- SIEMENS to provide door contacts and request exits on the doors.
- SIEMENS to supply and install all required electronic door strikes for the doors called out for access control. SIEMENS will coordinate with the Architect and GC on final selection of electronic door strikes based on the door hardware or to work with existing door hardware.

(8) Overhead Door Contacts

- SIEMENS will provide and install overhead door contacts to monitor door position.

SIEMENS Siveillance CCTV:

(1) Network Video Recorder (NVR)

- SIEMENS supplied Network Video Recorder server with the following specs:
 - Windows Server 2019
 - Intel Xeon Processor E-2224
 - 250GB operating system hard drive
 - 32TB of hard drive storage (Will be setup for RAID 1 between 8TB drives)
 - 16GB of RAM
 - 2x1GbE LAN for network
 - 1U Rackmount

(1) SIEMENS Siveillance Video Core Plus Base License

(24) SIEMENS Siveillance Video Core Plus Camera License's

(1) Power Over Ethernet (PoE) network switches will be provided and installed in the CLIENT's network racks for managing the new IP cameras and CCTV network traffic.

(6) Interior QND Series Hanwha 5MP IP Cameras with varifocal lenses will be provided, wired, and installed.

(18) Exterior QNV Series Hanwha 5MP IP Cameras with varifocal lenses will be provided, wired, and installed.

All cameras will be wired with CAT6 cables back to the SIEMENS provided network switches. All cameras will be powered using Power Over Ethernet.

SIEMENS will setup the NVR and Siveillance software off-site prior to installation in the CLIENT provided network rack. All (24) IP cameras will be routed to record on the supplied NVR. All cameras will be setup to record at 15fps on motion using H.264 compression.

Clarifications:

- All access control doors and camera locations will be verified with the CLIENT and design team prior to construction
- SIEMENS will provide, install, program, and test the SiPass access control equipment listed above. All installation and wiring to be completed by SIEMENS.
- Includes SIEMENS technician providing onsite training of CLIENT on operation of the installed access control system and CCTV software.
- Includes SIEMENS providing an engineer designed submittal/drawing package. Product submittals and a final door/equipment schedule will be provided for coordination and review with the project team.
- All cabling to be plenum rated cable and installed in bridal rings above drop ceiling. Any work in exposed locations will be installed in enclosures and conduit/Wiremold per CLIENT requirements.
- Systems to be set up on SIEMENS CRSP (Remote Connection). CLIENT is responsible for providing Ethernet network access for SIEMENS remote connection.
- Excludes integration with SIEMENS Desigo CC platform. Future integration between the systems can be completed as a separate project or project change order.
- Excludes providing any door hardware (handles, lock cores, keys, closers, etc.) crash bars or delayed egress.
- Excludes panic alarm system.
- Excludes software subscriptions for the provided SiPass and Siveillance software. Once one-year warranty period has expired, any future service for the software and work provided under this Amendment shall be covered under new or existing separate CLIENT service agreements.
- All Work to be completed during normal business hours Monday through Friday 7AM-4PM.

1.2.165 Fire Alarm System

SIEMENS will furnish, install, wire, program, and test the following scope of work for the existing SIEMENS Fire Alarm system at the Main Garage Facility. SIEMENS will complete the following modifications to the existing Siemens fire alarm system for the Annex renovation.

Scope of Work:

- Provide, install, wire, program, and test a new SIEMENS Desigo FC2025 – 250-point addressable fire alarm system.
- Provide and install all required panel modules, cards, NAC booster panels, enclosures, and required batteries.
- The following fire alarm devices are proposed for coverage based on the drawings, the building being sprinkled, and requirements per code for fire alarm coverage:
 - (20) Smoke Detectors w/CO where needed with bases
 - (4) Heat Detectors with bases
 - (30) Conventional Heats with Addressable Modules
 - (20) Pull Stations
 - (2) Duct Detectors with smoke, carbon dioxide, sampling tubes, relays, and test switches
 - (3) Dual Input Modules for monitoring sprinkler
 - (8) Relay modules for equipment control (doors, AHUs)
 - (30) Horn Strobes
 - (12) Strobes
 - (1) Remote Annunciator with control
 - (1) Cellular Dialer
 - (1) Edge Gateway with Building X Fire Manager
- SIEMENS will complete the required NFPA Fire Alarm test and inspection after the fire alarm panel installation is complete. Test reports will be provided to the CLIENT at final completion.

- SIEMENS will provide the CLIENT with manuals and provide an onsite owner training session reviewing the operation of the installed fire alarm panel.

Clarifications:

- EXCLUDES: SIEMENS provided CLIENT O&Ms and CLIENT training at completion of the fire alarm upgrade.
- All NFPA code required fire alarm testing will be completed after field device installation.
- All Work and supplied material shall be warranted for one year after substantial completion and testing.
- All new wiring shall be run in bridged rings above drop ceilings and in EMT/Wiremold where exposed or subject to damage.
- EXCLUDES: SIEMENS providing a digital cellular dialer for the fire alarm system to communicate to a monitoring center. Existing building dialer to be reused.
- EXCLUDES: SIEMENS providing a monitoring contract.
- EXCLUDES: SIEMENS providing duct detectors and fan shutdown of the building AHUs/ERVs. The existing duct detectors and fan shutdown shall remain and be reused.
- Includes providing surface mount back boxes for initiating devices and notification appliances where needed. Flush mount installation will be provided where able.
- All Work to be completed during normal business hours Monday through Friday 7AM-4PM.
- Excludes any videotaping of training

1.2.166 Building Management Systems (BMS)

SIEMENS will upgrade, furnish, and modify the existing Direct Digital Control Building Management System per the scope of work below. SIEMENS will provide, install, wire, program, and commission the DDC scope listed below.

Scope of Work:

Boilers (Qty: 3)

- The boiler system shall be provided with a factory cascade controller. SIEMENS shall run the low voltage interconnect wiring and communication between boilers.
- SIEMENS shall monitor the three boilers through BACnet integration to the main boiler factory controller.
- SIEMENS will provide hardwire enable and alarm points for each boiler in addition to software points through integration such as setpoint and alarm.
- Supply and Return immersion temperature sensors for each boiler.
- Outdoor air temperature sensor for system enable.

Pumps 1-7

- All pumps will be enabled through a motor starter, no VFDs.
- Pump start/stop, status points are included.
- SIEMENS will enable dedicated boiler pumps and monitor status of each.
- Immersion temperature sensors for supply and return for each pump system.

Make Up Air Unit-1

The following points will be provided / controlled for MAU-1:

- Start/Stop, Status
- Return and Supply air temperature sensors
- Filter DP
- Damper actuators
- Modulating Control Valve

Make Up Air Unit-2

The following points will be provided / controlled for MAU-2:

- Start/Stop, Status
- Return and Supply air temperature sensors
- Filter DP

- Damper actuators
- Modulating Control Valve

Energy Recovery Ventilator-1 with associated Heating Coil-1
SIEMENS to provide and control the following points:

- Start/Stop, Status
- Return and Supply air temperature sensors
- Filter DP
- Damper actuators
- Setpoint 0-10VDC
- Heating Coil Control Valve

Energy Recovery Ventilator-2 with associated Heating Coil-2
SIEMENS to provide and control the following points:

- Start/Stop, Status
- Return and Supply air temperature sensors
- Filter DP
- Damper actuators
- Setpoint 0-10VDC
- Heating Coil Control Valve

Exhaust Fans 1-3

- SIEMENS to provide start/stop/status on the new exhaust fans being installed.
- SIEMENS will control the exhaust fans on a time-of-day schedule.
- SIEMENS will provide CO and NOX sensors for both EF-1 and EF-2

RTU-1

- SIEMENS will have full control of the packaged RTU-1. The following hardwired points shall be included:
- Start/Stop, Status for fans and DX
- DX cooling / Gas Heating modulation 0-10VDC
- Return air, mixed air, supply air temperature sensors
- Mixed air and supply air damper actuators
- Filter differential pressure sensor

Clarifications:

- EXCLUDES providing new BMS controls other than the scope mentioned above.
- Includes (20) Hours of Specialist Support for Rebalancing.
- Includes (24) Hours of Specialist Support for Retro Commissioning.
- SIEMENS will Include a small allowance for any require thermostat relocation
- EXCLUDES CLIENT training
- EXCLUDES providing DDC controls or installing any controls for any other equipment not mentioned in the scope above.
- EXCLUDES providing VFD's and any required start-up service.
- EXCLUDES providing or installation of control dampers.
- EXCLUDES metering or integration into electric or water meters.
- EXCLUDES any lighting controls and/or associated wiring, and/or integration.
- EXCLUDES any cutting, patching, or painting
- EXCLUDES wiring, installing, or programming of any third-party controls not called out in this scope above.
- EXCLUDES any videotaping of training
- EXCLUDES supplying, monitoring, or powering smoke dampers.
- All Work to be completed during normal business hours Monday through Friday 7AM-4PM.

1.2.167 Wash-bay Equipment

SIEMENS will furnish and install stationary hot water pressure washer Hotsey system for the wash-bay as per the design drawings.

Scope of Work - Hotsey

Hotsey Water Blaster

- Operating Pressure: 500 PSI
- Water Flow Rate: 25 GPM
- Power & Electrical Requirements
- Power Source: Electric Driven Pump, Gas-Fired Heating
- Voltage: 460V, Phase: 3-Phase, Amperage: 15 Amps
- Motor: 10HP Industrial-Duty Motor for water blaster.
- Turbine Series Gun.
- 250 USGal Tank with 5-hp pump.

Pump and Construction

- Pump Type: Hotsey Triplex Belt-Drive Pump (Crankshaft)
- Cabinet: Stainless Steel (corrosion-resistant)

SIEMENS will furnish and install Interclean chassis wash system for the wash-bay as per the design drawings.

Scope of Work - Interclean

- Cleaning Method: High-pressure undercarriage and chassis spray.
- Coverage Area: Full chassis width and length (frame rails, axles, suspension).
- Spray Pattern: Multi-angle fixed and oscillating nozzles.
- Operating Water Temperature: Cold or hot water.

Pressure & Flow Requirements

- Operating Pressure: 0–600 PSI or as required by design.
- Pump - 20HP, 460 Volt.
- Water Flow Rate: 10–30 GPM, as required by design.
- Washer Type: Industrial-grade stationary pressure washer.
- Undercarriage – Spinners, Valve and Chassis wash mounting module.

Plumbing & Components

- Manifolds: Heavy-wall stainless steel or epoxy-coated steel.
- Nozzles: Hardened stainless steel, high-impact fan or zero-degree options.
- Piping: Schedule 40/80 steel or stainless, corrosion-resistant.
- Filtration: Inline debris and grit filtration recommended.

Controls & Activation Options

- Cycle Time: 30–90 seconds.
- Automation: PLC or relay-based control panels available.
- Integration: Compatible with full fleet wash systems and bay automation.

SIEMENS will furnish and install high velocity Truck Dryer system for the wash-bay as per the design drawings.

Scope of Work – Truck Dryer

Drying Performance

- Drying Method: High-velocity, touchless forced air.
- Air Delivery to be Multi-nozzle directional airflow.
- Drying Coverage: Full truck cab and body surface; targeted airflow for mirrors, grilles, and underbody components

- Cycle Time: 30–60 seconds (adjustable)

Blowers & Air System

- Blower Type: Industrial centrifugal or regenerative blowers.
- Horsepower: Ten (10) 15- HP premium blowers.
- Air Velocity: Up to 142 MPH at the nozzle.
- Air Volume: 4500 High CFM output optimized for large vehicle profiles.
- All electrical requirements as per design.

SIEMENS will furnish and install bridge crane system for the wash-bay as per the design drawings.

Scope of Work – Crane

One (1) 3-ton (6,000 lbs.) SGUH bridge crane, including:

- Single bridge girder 20'-0" bridge span, 1'-10" overhang on each end.
- 0-100 fpm, VFD bridge control, 2-position slow down / stop limit switch.
- 24'-8 5/8" top of runway running rails, AFF.
- ADVISE clear ceiling (sides and center of runway bay).
- Lifting lug is included.
- R&M SXR wire rope hoist 21'-3 7/8" +/- high hook saddle (load support point) 3 & 20 fpm, 2-speed hoist control.
- Hook operated control limit switch with manual reset
- 0-65 fpm, VFD trolley control
- Main bridge panel 460/3/60 mainline voltage
- 115vac control voltage
- OLI Comms condition monitoring
- Hoist data access through the mobile app
- TD drive tool
- Special features for >90% humidity: Thermal protection for all motors
- Stand-by heating for all motors and panels

CLIENT'S Responsibilities (in addition to those in Article 6 of the Agreement):

CLIENT shall cooperate with SIEMENS in SIEMENS' efforts to obtain utility rebates and incentives. CLIENTS' cooperation includes, but is not limited to, signature on applications and permitting utility personnel to enter the Facility where the FIM's have been installed to verify their installation and that they are operating.

Exhibit A Article 2: Section 2.1.2 is modified as follows:

The following is inserted below 2.1.2:

Commencement of Work: SIEMENS shall commence the Work 14 calendar days from the Effective Contract Date of this Amendment 19 or from the date that the CLIENT closes its financing, whichever is later, and shall perform the Work diligently and shall complete the Work no later than eighteen (18) months after commencement of the Work on this Amendment 19.

Exhibit A Article 4 Scope of Services – Maintenance Services TSP is modified as follows:

The following is inserted below at the end of Article 4:

4.6 Service and Preventative Maintenance of SureCall Boosters

SIEMENS will provide technical and onsite services to perform maintenance and service at four (4) locations. The locations consist of 99 Troy Rd, 1600 7th Ave, 1701 7th Ave, and Van Rensselaer Manor. This scope consists of onsite visits twice a year to perform an overall system check to determine the wellness of the system at each site. SIEMENS will document any issues that should be addressed, followed by a quote for services, if applicable.

Exhibit B – Payment Schedules is modified as follows:

Article 1: Payment for Scope of Work

Price: As full consideration of the Work as described in Exhibit A, Article 1: Scope of FIM Work, the CLIENT shall pay SIEMENS **\$17,997,458** (See Table B.1.10 - FIM Work Payment Schedule).

SIEMENS' pricing is subject to adjustment for any direct or indirect new or modified taxes, duties, tariffs, or equivalent measures imposed by any U.S. or foreign governmental authority that are applicable to our offering, including any hardware, software, or service components contained therein. SIEMENS shall be entitled to an equitable adjustment in pricing to reflect the impacts of any such measures. Please note that the aforementioned measures specifically include any price adjustments required as a result of increased costs incurred by SIEMENS due to tariffs imposed by any governmental authority (including, without limitation, increased costs due to tariffs imposed by any governmental authority on SIEMENS' vendors).

FIM Work Payment Schedule, the following is added as the payment schedule applicable solely to the FIM Work performed under this Amendment 19:

**Table B.1.14 – Main Garage
FIM Work Payment Schedule**

Project Phase	Payments (\$)	Payments (%)	Schedule
Project development, engineering, mobilization including bond and insurance coverage	\$1,439,797	8%	Within ten days of the Date of this Amendment, subject to financing closing.
Month #1	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #2	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #3	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #4	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #5	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #6	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #7	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #8	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #9	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #10	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #11	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #12	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #13	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #14	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #15	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #16	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #17	AIA Billing	AIA Billing	Net 30 Days from invoice
Month #18	AIA Billing	AIA Billing	Net 30 Days from invoice
PROJECT TOTAL:	\$17,997,458	100%	

EXHIBIT B – Payment Schedules is modified as follows:

Table B.2.13 is added as follows and is applicable solely to the Work performed under this Amendment 19.

Table B.2.13 – Amendment 19 Performance Assurance Program Payment Schedule

Annual Period	Annual Payments (\$)	Notes
Annual Period 1	\$5,319	
Annual Period 2	\$5,612	
Annual Period 3	\$5,920	
Annual Period 4	\$6,246	
Annual Period 5	\$6,589	
Annual Period 6	\$6,952	
Annual Period 7	\$7,334	
Annual Period 8	\$7,737	
Annual Period 9	\$8,163	
Annual Period 10	\$8,612	
Annual Period 12	\$9,086	
Annual Period 12	\$9,585	
Annual Period 13	\$10,113	
Annual Period 14	\$10,669	
Annual Period 15	\$11,255	
Annual Period 16	\$11,875	
Annual Period 17	\$12,528	
Annual Period 18	\$13,217	
Annual Period 19	\$13,944	
Annual Period 20	\$14,710	

Table B.3.4 is added as follows.

Table B.3.4 – Amendment 19 Building Maintenance Support Payment Schedule

Annual Period	Annual Payments (\$)	Notes
Annual Period 1	\$19,004	
Annual Period 2	\$20,049	
Annual Period 3	\$21,152	
Annual Period 4	\$22,315	
Annual Period 5	\$23,542	
Annual Period 6	\$24,837	
Annual Period 7	\$26,203	
Annual Period 8	\$27,644	
Annual Period 9	\$29,165	
Annual Period 10	\$30,769	
Annual Period 11	\$32,461	
Annual Period 12	\$34,246	
Annual Period 13	\$36,130	
Annual Period 14	\$38,117	
Annual Period 15	\$40,213	
Annual Period 16	\$42,425	
Annual Period 17	\$44,759	
Annual Period 18	\$47,220	
Annual Period 19	\$49,817	
Annual Period 20	\$52,557	

EXHIBIT C – Performance Assurance is modified as follows:

Table 1.1.14 is added as follows to the Agreement and is applicable solely to the Work performed under this Amendment 19.

Table 1.1.14 Main Garage Total Guaranteed Savings (Dollars)

Performance Period	Energy/Utility Savings	Operational Savings	Avoided Lifecycle and Capital Cost	Total Savings
Annual Period 1	\$7,123	\$816,279	\$899,873	\$1,723,275
Annual Period 2	\$7,479	\$857,093	\$899,873	\$1,764,445
Annual Period 3	\$7,853	\$899,948	\$899,873	\$1,807,674
Annual Period 4	\$8,246	\$944,945	\$899,873	\$1,853,064
Annual Period 5	\$8,658	\$992,192	\$899,873	\$1,900,723
Annual Period 6	\$9,091	\$1,041,802	\$899,873	\$1,950,766
Annual Period 7	\$9,546	\$1,093,892	\$899,873	\$2,003,311
Annual Period 8	\$10,023	\$1,148,587	\$899,873	\$2,058,482
Annual Period 9	\$10,524	\$1,206,016	\$899,873	\$2,116,413
Annual Period 10	\$11,050	\$1,266,317	\$899,873	\$2,177,240
Annual Period 11	\$11,603	\$1,329,632	\$899,873	\$2,241,108
Annual Period 12	\$12,183	\$1,396,114	\$899,873	\$2,308,170
Annual Period 13	\$12,792	\$1,465,920	\$899,873	\$2,378,585
Annual Period 14	\$13,432	\$1,539,216	\$899,873	\$2,452,520
Annual Period 15	\$14,103	\$1,616,177	\$899,873	\$2,530,153
Annual Period 16	\$14,808	\$1,696,985	\$899,873	\$2,611,667
Annual Period 17	\$15,549	\$1,781,835	\$899,873	\$2,697,257
Annual Period 18	\$16,326	\$1,870,926	\$899,873	\$2,787,126
Annual Period 19	\$17,143	\$1,964,473	\$899,873	\$2,881,488
Annual Period 20	\$18,000	\$2,062,696	\$899,873	\$2,980,569
TOTALS	\$235,533	\$26,991,044	\$17,997,458	\$45,224,035

The utility rates are defined in Article 6 of this Agreement. Annual Period Savings will be calculated using these rates.

Table 1.1.15 is added as follows to the Agreement and is applicable solely to the Work performed under this Amendment 19.

Table 1.1.15 Total Guaranteed Savings (Units)

Performance Period	Electric Energy Saved (kWh)	Electric Demand Saved (kW)	Natural Gas Saved (Therms/yr.)
Annual Period 1	12,656	39	5,275

Table 2.1.15 is added as follows to the Agreement and applicable solely to the Work performed under this Amendment 19.

Table 2.1.15 Energy Savings - Details by Guarantee Type

FIM Name or Type	Energy/Utility			Operational	Total
	Savings \$			Savings \$	Savings \$
	Measurement and Verification				
	A	B	E	E	
	Retrofit Isolation: Key Parameter Measurement	Retrofit Isolation: All Parameter Measurement	Stipulated	Stipulated	
Building Envelope Weatherization	\$2,493				\$2,493
Boiler Replacement	\$3,109			\$4,500	\$7,609
RTU Replacement	\$355				\$355
Lighting LED	\$1,166				\$1,166
Avoided Life Cycle and Capital Cost				\$899,873	\$899,873
Extended Fleet Life Expectancy (salt removal)				\$573,750	\$573,750
Fleet and Operational Equipment Savings				\$238,029	\$238,029
Totals	\$7,123	\$0	\$0	\$1,716,152	\$1,723,275

Table 2.2.15 is added as follows to the Agreement and applicable solely to the Work performed under this Amendment 19.

Table 2.2.15 –Source of Avoided Life Cycle & Capital Savings / Operational Savings

Method of Determination	Description	First Annual Period Savings \$	# of Annual Periods Savings Are Applied	Annual Period Savings Begin in Year
Calculated	Avoided Life Cycle & Capital Cost Avoidance **	\$899,873	20	1
Calculated	Boiler Replacement *	\$4,500	20	1
Calculated	Extended Fleet Life Expectancy (salt removal)*	\$573,750	20	1
Calculated	Fleet and Operational Equipment Savings *	\$238,029	20	1
Total		\$1,716,152		

* The Escalation Rate applicable to Operational Savings for this Amendment 19 is 5%.

** The Avoided Life Cycle & Capital Cost Avoidance Operational Savings derive from work associated with Exhibit A Items 1.2.161, 1.2.162, 1.2.163, 1.2.164, 1.2.165, 1.2.166, and 1.2.167 which by including the FIM's in this Amendment avoid having to expend future capital funds to pay for the work that is needed now.

EXHIBIT C – Article 4.2 Option A – Measured Capacity is modified as follows:

The following is added:

4.2.1 Lighting LED

Location(s): Bloomingrove Main Garage

Overview:

SIEMENS will retrofit the existing fixtures, lamps, and/or ballasts with more energy-efficient fixtures, lamps, and/or ballasts. Verification of electric energy Savings (kWh) and electric demand savings (kW) achieved by the lighting retrofit shall be based upon one-time measurement of the lighting power capacity under existing conditions, a one-time measurement of the lighting power capacity upon completion of the lighting retrofit project and agreed-upon annual operating hours. Spot wattage measurements of a random sample of post-installation fixture types or fixture circuits will be used to establish demand. Sample size for wattage measurements will be determined based on FEMP guidelines for sample size determination, with overall population sample size not to exceed 10% of the retrofit population.

Pre-Retrofit Measurement\Calculations:

$$kWh_{pre} = \sum (kW_{pre} * Quantity_{pre} * AOH_{pre})_{\text{fixture type "n"}}$$

$$kW_{pre} = \sum (kW_{pre} * Quantity_{pre})_{\text{fixture type "n"}}$$

Where:

kWh_{pre} = Total pre-retrofit annual electric consumption (kWh/yr)

kW_{pre} = Total instantaneous kW, based on random sample of existing lighting fixture types

$Quantity_{pre}$ = Count of fixtures, per Table 4.2.1.1

AOH_{pre} = Pre-Retrofit Annual Operating Hours, per Table 4.2.1.1

Table 4.2.1.1 – Pre-Retrofit Lighting

Fixture Type	Quantity	Estimated Wattage (kW)	AOH_{pre} (hours)
FL – Can	15	0.01	2,086
T8 – 2 x 4	18	0.056	2,086
T8 Linear	32	0.056	5,840
Total	65	-	-

Post-Retrofit Measurement\Calculations:

$$kWh_{post} = \sum (kW_{post} * Quantity_{post} * AOH_{post})_{\text{fixture type "n"}}$$

$$kW_{post} = \sum (kW_{post} * Quantity_{post})_{\text{fixture type "n"}}$$

Where:

kWh_{post} = Post-retrofit annual electric consumption (kWh/yr)

kW_{post} = Instantaneous kW based on random sample of the installed/retrofitted lighting-fixture types

$Quantity_{post}$ = Count of each fixture-type based on as-built survey

AOH_{post} = Post-Retrofit Annual Operating Hours, per Table 4.2.1.2

Table 4.2.1.2 – Post-Retrofit Lighting

Fixture Type	Estimated Quantity	Estimated Wattage (kW)	AOH_{post} (hours)
6W LED	15	0.008	250
12W LED	18	0.024	901
12W LED	32	0.024	4,485
Total	65	-	-

Savings Calculations:

Electric Savings (kWh/yr):

$$kWh_s = \sum(kWh_{pre} - kWh_{post})$$

Where:

kWh_s = Annual post-retrofit kilowatt-hour savings from lighting retrofit

Demand Savings (kW/yr):

$$kW_s = \sum(kW_{pre} - kW_{post}) * Months$$

Where:

kW_s = Annual post-retrofit kilowatt demand savings from lighting retrofit

Months = Months per year of electric demand savings

Cost Savings (\$/yr):

$$\$_s = (kWh_s \times \$/kWh) + (kW_s \times \$/kW)$$

Where:

\$_s = Total annual cost savings

\$/kWh = Contracted unit price for electricity at each location as per Article 6 of this Exhibit C

\$/kW = Contracted unit price for electric demand at each location as per Article 6 of this Exhibit C

4.2.2 Boiler Replacement

Location(s): Bloomingrove Main Garage

Overview:

Energy and cost savings will be achieved by replacing the existing boilers with a higher efficiency boilers. These savings will be verified by a post-retrofit combustion efficiency test taken one-time of the boilers at multiple firing rates during the heating season. The methodology shown below will be applied to each building where boiler replacements are to be implemented.

Pre-Retrofit Measurement\Calculations:

$$Fuel_{pre} = \sum \left(\frac{AOH * Capacity * LF}{\eta_{comb-pre} * \eta_{dist-pre}} \right) / CF$$

Where:

Fuel_{pre} = Pre-retrofit natural gas consumption = 15,901 therms

AOH = Hours of operation = 1,400

Capacity = Boiler Plant Capacity = 1,954 Mbtu

η_{comb-pre} = Pre-retrofit boiler combustion efficiency = 74%

η_{dist-pre} = Pre-retrofit boiler distribution efficiency = 93%

LF = Load Factor = 40%

CF = Conversion Factor (Mbtu/therm) = 100

Post-Retrofit Measurement\Calculations:

$$Fuel_{post} = \sum \left(\frac{AOH * Capacity * LF}{\eta_{comb-post} * \eta_{dist-post}} \right) / CF$$

Where:

Fuel_{post} = Post-retrofit therm consumption (therms/year)

η_{comb-post} = Post-retrofit average boiler combustion efficiency, measured one-time

η_{dist-post} = Post-retrofit average boiler distribution efficiency = 97%

Savings Calculations:**Natural Gas Savings (therms/yr):**

$$Fuel_s = Fuel_{pre} - Fuel_{post}$$

Where:

Fuel_s = Annual therm savings from boiler replacement (therms/year)

Cost Savings (\$/yr):

$$\$_s = Fuel_s \times \$/therm$$

Where:

\$_s = Total annual cost savings (\$/year)

\$/therm = Contracted unit price per therm per Article 6 of this Exhibit C

4.2.3 RTU Replacement

Location(s): Bloomingrove Main Garage

Description

Energy and cost savings will be achieved by replacing the existing RTU with a higher efficiency cooling RTU. Savings will be verified by comparing the efficiency (kW/Ton_{pre}) of the pre-retrofit cooling equipment against the efficiency (kW/Ton_{post}) of the post-retrofit cooling equipment based on manufacturer specifications for the installed equipment.

Pre-Retrofit Measurements\Calculations:

$$kWh_{pre} = Tons * AOH * SU * kW/Ton_{pre}$$

$$kW_{pre} = \sum (PT * kW/Ton_{pre})_{All\ BINs}$$

Where:

kWh_{pre} = Pre-Retrofit electric consumption (kWh/yr) = 11,466 kWh

kW_{pre} = Pre-Retrofit electric demand (kW) = 94 kW

Tons = Pre-Retrofit Cooling System Capacity = 10.5

AOH = Annual Operating Hours per Year = 1,200 Hours/yr

SU = Schedule Usage = 70%

kW/Ton_{pre} = Pre-Retrofit System Efficiency = 1.3

PT = Peak Tons (kW), per Table 4.2.1.3

Table 4.2.3.1 – Peak Tons

Month	Peak Tons (kW)
JAN	0
FEB	0
MAR	7
APR	7.5
MAY	10
JUN	11
JUL	11
AUG	11
SEP	7.5
OCT	7
NOV	0
DEC	0
Total	65

Post-Retrofit Measurements\Calculations:

$$kWh_{post} = \text{Tons} * AOH * SU * kW/Ton_{post}$$

$$kW_{Post} = \sum (PT * kW/Ton_{post})_{All\ BINs}$$

Where:

kWh_{post} = Post-Retrofit electric consumption (kWh/yr)

kW_{post} = Post-Retrofit electric demand (kW)

kW/Ton_{post} = one-time measurement of efficiency based on manufacturer specifications of installed unit

Savings Calculations:

Energy (kWh) Savings:

$$kWh_s = kWh_{pre} - kWh_{post}$$

$$kW_s = kW_{pre} - kW_{post}$$

Where:

kWh_s = annual Electric savings (kWh/yr)

kW_s = annual Electric demand savings (kW/yr)

Formulas for Cost Savings:

$$\$_s = (kWh_s * \$/kWh) + (kW_s * \$/kW)$$

Where:

$\$_s$ = annual cost savings

$\$/kWh_x$ = Contracted unit price for electricity at each location as per Article 6 of this Exhibit C

$\$/kW_x$ = Contracted unit price for electric demand at each location as per Article 6 of this Exhibit C

4.2.4 Building Envelope - Weatherization

Location(s): Bloomingrove Main Garage

Overview:

Energy savings are based on reducing the infiltration of unconditioned air through gaps and cracks in the building envelope by various air sealing methods. These savings will be verified by visual inspection of gap closure at door, windows, wall, and roof penetrations. The methodology shown below will be applied to each building where envelope improvements are to be implemented.

Pre-retrofit measurements\Calculations:

Area = Pre-retrofit estimates of total leakage through penetrations in doors, windows, walls, and roof wall interface = 4.7 ft²

A = Stack coefficient, based on number of building floors = 0.0299

B = Wind coefficient, based on number of building floors and shielding class = 0.0121

Post-retrofit measurements\Calculations:

Area = Total leakage area sealed (ft²), considered equal to pre-retrofit estimates based on verified completion of work during post-retrofit commissioning

$$HLOCC = \text{Area} * EFL * WD * \sqrt{A * \Delta t_{HO} + B * Vel^2}$$

$$HLUNOCC = \text{Area} * EFL * WD * \sqrt{A * \Delta t_{HU} + B * Vel^2}$$

Where:

HLOCC = Occupied heating leakage rate, CFM

EFL = Conversion from ft² to in² = 144 in²/ft²

WD = Percent infiltration versus exfiltration = 75%

Δt_{HO} = (HTSP - OAHT) = occupied heating temperature difference

Vel = Average wind speed = 5.5

HLUNCC = Unoccupied heating leakage rate, CFM

Δt_{HU} = (HTSP_{unocc} - OAHT) = unoccupied heating temperature difference
 HTSP = Average occupied space heating temperature (°F) = 74
 HTSP_{unocc} = Average unoccupied space heating temperature (°F) = 72
 OAHT = Average outside air temperature during heating season (°F) = 37.5
 Δt_{CO} = (CLSP - OACT) = occupied cooling temperature difference
 CLSP = Cooling discharge temperature = 55°F
 OACT = Average outside air temperature during cooling season = 62°F

Savings Calculations:

Energy Savings (therms/yr):

$$Fuel_s = Fuel_{occ} + Fuel_{unocc}$$

$$Fuel_{occ} = \alpha \times HLOCC \times \Delta t_{HO} \times HRSOCC \times HHPY \div 168 \text{ hrs/wk} \div (1 - EOSH) \div HHV$$

$$Fuel_{unocc} = \alpha \times HLUNOCC \times \Delta t_{HU} \times \left[HHPY - \left(HRSOCC \times HHPY \div 168 \text{ hrs/wk} \right) \right] \div (1 - EOSH) \div HHV$$

Where:

$Fuel_s$ = Annual natural gas savings (therms)/yr
 $Fuel_{occ}$ = Occupied heating (natural gas) savings (therms/yr)
 $Fuel_{unocc}$ = Unoccupied heating (natural gas) savings (therms/yr)
 α = Conversion factor = 1.08 (BTUH * Min / ft³ * °F)
 HHPY = Total heating hours per year = 5,860 hrs/yr
 HRSOCC = Weekly building occupied hours = 168 hrs/wk
 EOSH = Losses of heating system = 70%
 HHV = High heating value of therms = 100,000 Btu/therm

Cost Savings (\$/yr):

$$\$_s = Fuel_s * \$/\text{therm}_x$$

Where:

$\$_s$ = Annual cost savings
 $\$/\text{therm}_x$ = Unit price for therms at location 'x' per Article 6 of this Exhibit C

- 4.3 Option B - Retrofit Isolation: All Parameter Measurement – Not Used**
- 4.4 Option C - Whole Facility – Not Used**
- 4.5 Option D – Calibrated Simulation – Not Used**
- 4.6 Option E - Stipulated-Energy/Utility Savings– Not Used**

EXHIBIT C – Article 5: Baseline Data

Since the CLIENT does not have any energy usage for this type of building as the garage will be repurposed and a wash-bay will be added; SIEMENS completed an estimated baseline energy usage off of existing similar garages and equipment operating in a manner to satisfy the operational needs of the new expected usage of the Facility. The total baseline adjustment energy usage for the garage is identified as follows:

Electric: 201,021 kWh/Yr.

Natural Gas: 27,317 Therms/Yr.

EXHIBIT C – Article 6: Utility Rate Structures and Escalation Rates

is modified as follows:

The following Table 6.1.1.10 will be used solely to calculate Savings for the FIMs that are included in this Amendment 19.

Table 6.1.1.10

Electricity			
Utility Name:		National Grid	
Rate Structure:		\$0.105	\$ per kWh
		\$5.00	\$ per kW
Escalation Rate:		5	% per Annual Period

Natural Gas			
Utility Name:			
Rate Structure:		\$1.06	\$ per Therm
Escalation Rate:		5	% per Annual Period

WHEREFORE, this Amendment amends and modifies the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect. The Parties have caused this Amendment to be signed by their duly authorized representatives on the date first above written, and this Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

CLIENT: Rensselaer County

Signature: _____
Printed Name: _____
Title: _____

SIEMENS: SIEMENS Industry, Inc.

Signature: _____
Printed Name: _____
Title: _____

Signature: _____
Printed Name: _____
Title: _____

PRO FORMA DATA

Total Implementation Cost:	(\$17,997,458)	Other Costs(Construction Interest):	(\$779,969)	Cumulative Savings:	\$41,719,578
Capital Contribution	\$6,500,000	Other Credits (Rebates/Incentives):	\$0	Net Present Value:	\$24,939,314
Interest Rate (5):	4.25%	Net Financed Investment:	(\$12,277,427)		
Financial Term in Years:	20	Construction Period Escrow Interest:	\$34,495		
		Service Inflation Rate:	5.5%		
Guarantee Period(yrs):	20	Energy Inflation Rate:	5%		
Annual Payment:	(\$912,313)	Operational Savings Inflation Rate:	5%		

20 -Year Cash Flow Model

10 Year Cash Flow Model														
Energy Costs		Assets								Liabilities			Net Annual Benefit	Cumulative Cash Flow
Yr	Base Year Energy Costs	Energy Savings	Associated Savings	Avoided Life Cycle / Capital Savings	Extended Fleet Life Expectancy (Salt Removal)	Fleet and Operational Equipment Savings	Carryover Net Annual Benefits	Escrow Interest, Potential Rebates & Incentives (11)	Total Assets	Payment (2)	On-Going Services (3,4)	Total Liabilities		
0	Construction						\$1,251,291	\$0	\$1,251,291			\$0	\$1,251,291	\$1,251,291
1	\$50,118	\$7,123	\$4,500	\$899,873	\$573,750	\$238,029	\$808,613	\$34,495	\$2,566,383	(\$912,313)	(\$24,323)	(\$936,635)	\$1,629,748	\$2,881,039
2	\$52,623	\$7,479	\$4,725	\$899,873	\$602,438	\$249,930	\$162,317	\$0	\$1,926,762	(\$912,313)	(\$25,660)	(\$937,973)	\$988,789	\$3,869,828
3	\$55,255	\$7,853	\$4,961	\$899,873	\$632,559	\$262,427	\$196,904	\$0	\$2,004,578	(\$912,313)	(\$27,072)	(\$939,384)	\$1,065,193	\$4,935,022
4	\$58,017	\$8,246	\$5,209	\$899,873	\$664,187	\$275,548	\$360,690	\$0	\$2,213,754	(\$912,313)	(\$28,561)	(\$940,873)	\$1,272,881	\$6,207,902
5	\$60,918	\$8,658	\$5,470	\$899,873	\$697,397	\$289,326	\$406,459	\$0	\$2,307,182	(\$912,313)	(\$30,131)	(\$942,444)	\$1,364,738	\$7,572,640
6	\$63,964	\$9,091	\$5,743	\$899,873	\$732,267	\$303,792	\$453,275	\$0	\$2,404,041	(\$912,313)	(\$31,789)	(\$944,101)	\$1,459,940	\$9,032,580
7	\$67,162	\$9,546	\$6,030	\$899,873	\$768,880	\$318,982	\$501,167	\$0	\$2,504,478	(\$912,313)	(\$33,537)	(\$945,850)	\$1,558,628	\$10,591,208
8	\$70,520	\$10,023	\$6,332	\$899,873	\$807,324	\$334,931	\$550,160	\$0	\$2,608,642	(\$912,313)	(\$35,382)	(\$947,694)	\$1,660,948	\$12,252,156
9	\$74,046	\$10,524	\$6,649	\$899,873	\$847,690	\$351,677	\$600,282	\$0	\$2,716,695	(\$912,313)	(\$37,328)	(\$949,640)	\$1,767,055	\$14,019,211
10	\$77,749	\$11,050	\$6,981	\$899,873	\$890,075	\$369,261	\$651,562	\$0	\$2,828,802	(\$912,313)	(\$39,381)	(\$951,693)	\$1,877,108	\$15,896,319
11	\$81,636	\$11,603	\$7,330	\$899,873	\$934,578	\$387,724	\$704,028	\$0	\$2,945,136	(\$912,313)	(\$41,547)	(\$953,859)	\$1,991,277	\$17,887,596
12	\$85,718	\$12,183	\$7,697	\$899,873	\$981,307	\$407,110	\$757,711	\$0	\$3,065,881	(\$912,313)	(\$43,832)	(\$956,144)	\$2,109,737	\$19,997,333
13	\$90,004	\$12,792	\$8,081	\$899,873	\$1,030,373	\$427,466	\$812,642	\$0	\$3,191,227	(\$912,313)	(\$46,242)	(\$958,555)	\$2,232,672	\$22,230,005
14	\$94,504	\$13,432	\$8,485	\$899,873	\$1,081,891	\$448,839	\$868,853	\$0	\$3,321,373	(\$912,313)	(\$48,786)	(\$961,098)	\$2,360,275	\$24,590,280
15	\$99,229	\$14,103	\$8,910	\$899,873	\$1,135,986	\$471,281	\$926,375	\$0	\$3,456,528	(\$912,313)	(\$51,469)	(\$963,782)	\$2,492,747	\$27,083,027
16	\$104,191	\$14,808	\$9,355	\$899,873	\$1,192,785	\$494,845	\$985,244	\$0	\$3,596,911	(\$912,313)	(\$54,300)	(\$966,612)	\$2,630,299	\$29,713,325
17	\$109,400	\$15,549	\$9,823	\$899,873	\$1,252,424	\$519,587	\$1,045,493	\$0	\$3,742,750	(\$912,313)	(\$57,286)	(\$969,599)	\$2,773,151	\$32,486,476
18	\$114,870	\$16,326	\$10,314	\$899,873	\$1,315,046	\$545,567	\$1,107,159	\$0	\$3,894,284	(\$912,313)	(\$60,437)	(\$972,750)	\$2,921,535	\$35,408,011
19	\$120,614	\$17,143	\$10,830	\$899,873	\$1,380,798	\$572,845	\$1,170,277	\$0	\$4,051,765	(\$912,313)	(\$63,761)	(\$976,074)	\$3,075,692	\$38,483,703
20	\$126,645	\$18,000	\$11,371	\$899,873	\$1,449,838	\$601,487	\$1,234,886	\$0	\$4,215,455	(\$912,313)	(\$67,268)	(\$979,581)	\$3,235,875	\$41,719,578
Total		\$235,533	\$148,797	\$17,997,458	\$18,971,591	\$7,870,656	\$15,555,391	\$34,495	\$60,813,921	(\$18,246,254)	(\$848,089)	(\$19,094,343)	\$41,719,578	\$41,719,578

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. Interest Rate Subject to Change.
6. Simple Payback=(Total Project Cost - Incentives) / (First Year Energy Savings plus Associated Savings plus First Year On-Going services).

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. Total incentives applied over years 1, 2.



July 29, 2026

Carl J Kempf
County Attorney
99 Troy Road
East Greenbush, NY 12061
CKempf@renscony.gov

Re: **SIEMENS PUBLIC, INC. TAX EXEMPT LEASE FINANCING**

Dear Mr. Kempf:

Siemens Public, Inc. ("Lessor") is pleased to provide this lease proposal to County of Rensselaer, New York (the "Lessee") for your review and consideration. Please note that this proposal is being issued by Siemens Financial Services, Inc. ("Agent") on behalf of the Lessor. Upon your approval, this proposal shall constitute Lessee's application to Lessor. This proposal is subject to, among other things, Lessee being qualified to issue tax exempt obligations under the Internal Revenue Code, as well as certain additional conditions set forth hereinafter.

Lessor:	SIEMENS PUBLIC, INC. , its affiliates, assigns or nominees. Note that all resolutions approving this financing should name Siemens Public, Inc., its affiliates, assigns or nominees as the "Lessor".
Lessee:	<u>County of Rensselaer, New York</u>
Equipment Description:	Efficiency measures to be installed by Siemens Industry, Inc. at the Lessee's Department of Public Works Main Garage.
Total Equipment Cost:	It is anticipated that the Total Equipment Cost will not exceed \$11,497,458
Reimbursement:	If Lessee intends to be reimbursed for any advances it has made against the Total Equipment Cost, Lessee must provide Lessor with proof of payment acceptable to Lessor, and such reimbursement must be in accordance with all laws and regulations, including without limitation Treasury Regulation Section 1.150.2.
Escrow Fund Option:	At Lessee's request, Lessor will deposit the principal sum into an Escrow Fund on behalf of the Lessee. The Escrow Fund shall be established with an escrow agent mutually acceptable to Lessor and Lessee and shall be used to acquire the Equipment.
Vendor/Supplier:	Siemens Industry, Inc. Building Technologies Division
Equipment Location:	Facilities owned and operated by Lessee

Lease Commencement Date:	As to each item of Equipment, the date specified in the applicable Lease as the Lease Commencement Date, but in no event later than August 31, 2026 .
Maximum Lease Term:	<u>Two Hundred Fifty-Two (252)</u> months. The Maximum Lease Term for each item of Equipment will commence on and as of the Lease Commencement Date.
Lease Rate:	5.05%
Lease Payments:	Commencing twelve months after funding, Lessee will be required to make semi-annual lease payments as shown in the attached sample schedule (assuming the maximum Total Equipment Cost set forth above and assuming the Lease Rate is not adjusted as set forth below).
Reference Rate:	Yield of the <u>10</u> Year Swap Rate
Base Rate Determination Date:	July 28, 2026
Reference Rate Source:	Any nationally recognized source of financial data that may be selected by Lessor in its reasonable discretion for purposes of establishing the Reference Rate.
Adjustments to Lease Rate & Lease Payments:	The Lease Rate and Lease Payments proposed herein are based upon the Base Rate, which is the Reference Rate as reported in the Reference Rate Source for the Base Rate Determination Date. The rate that will actually be used in establishing the Lease Rate and Lease Payments will be increased by one (1) basis point for each one (1) basis point increase in the Reference Rate, as determined by Lessor and as reported in the Reference Rate Source for the date that is two (2) business days prior to the Lease Commencement Date (or if no Reference Rate has been published in the Reference Rate Source for the date that is two (2) business days prior to the Lease Commencement Date, then the immediately preceding date for which a Reference Rate has been reported).
Prepayment:	No prepayment is permitted during the first two years, thereafter, the purchase option price will be at 102% of the unpaid principal. Prepayment will only be allowed in full and on a payment due date.
Type of Lease:	This will be a non-cancellable (except as specifically provided with respect to non-appropriation) net lease transaction, whereby all fees and costs for documentation, insurance, maintenance, filing, registration, searches and taxes, relating to the purchase, lease, ownership, possession and use of the Equipment and to the transaction, including without limitation, issuance costs and all items of a similar nature, will be for Lessee's account.
Tax Treatment:	The interest portion of the Lease Payments must be excludable from the gross income of the Lessor for state and federal income tax purposes.

Non-Appropriation:	The Lease is subject to termination by the Lessee in the event funds for payment of the Lease are not appropriated for a given fiscal year.
Insurance:	Lessee must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to Lessor. Lessor must be listed on the policies as loss payee and additional insured, as applicable, and a certificate of insurance is to be provided to the Lessor.
Transaction Costs:	All transaction costs (including but not limited to legal fees, costs and expenses, and escrow agent fees, if applicable) shall be for the account of Lessee.
Deinstallation Costs:	In the event Lessee returns the Equipment as permitted in or required by the Lease, Lessee shall be responsible for all return costs, including deinstallation, packing and shipping costs.
Statement of Intent:	It is the intent of Lessor and Lessee that for federal, state and local income tax purposes, the transaction contemplated hereby will be a conditional sale or financing arrangement consisting of a loan from the Lessor directly to the Lessee, and the Lessee acquiring and being deemed the owner of the Equipment. For income tax purposes, the parties shall take no action or file any return or other document inconsistent with such intentions unless otherwise required by U.S. federal, state or local tax law or directed by the Internal Revenue Service or similar state authority.
Title:	Unless prohibited by law, title to the Equipment will transfer to Lessee upon acceptance of the Equipment, subject to divestment for default or non-appropriation of funds by Lessee.
Grant of Security Interest:	Unless prohibited by law, Lessor shall be granted a first priority security interest in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, then existing or thereafter acquired, and all proceeds thereof (including insurance proceeds). In addition, a Fixture filing will be required.
Legal Opinion:	An opinion of Lessee's legal counsel, reasonably acceptable to Lessor, as to, among other things, the legality, enforceability, authority, title and execution of the Lease will be required.
Opinion of Special Tax Counsel:	An opinion of Lessee's special tax counsel, reasonably acceptable to Lessor, as to the tax treatment of the interest portion of the Lease Payments, will be required.

Documentation:	All lease and related documentation will be provided by Lessor and must be satisfactory to all parties concerned. The following standard documentation, among others, will be required for this transaction: 1. Master Lease Purchase Agreement 2. Leasing Schedule(s), Rider(s) and Addenda, as applicable 3. Escrow Agreement 4. Amortization Schedule 5. Essential Use/Source of Funds Letter 6. Opinion(s) of Counsel as noted above 7. Resolutions 8. Officer's Certificate 8. 8038-G (GC) 9. Insurance Coverage Requirements form Lessor may, at its discretion, order UCC, judgment, tax and similar searches against Lessee. Additional documentation and/or information may be required based upon the results of those searches.
Proposal Acceptance/Expiration:	This proposal shall expire on August 15, <u>2026</u>, unless prior to that date Lessee acknowledges its approval of this lease proposal by signing and returning a copy of this to Lessor.
Miscellaneous:	Lessee will be responsible for obtaining all necessary approvals for this transaction.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal does not represent an offer or commitment by Lessor to enter into a lease transaction or to purchase the Equipment described in this proposal and does not create any obligation for Lessor. A commitment to enter into the transaction described herein may only be extended by Lessor after this transaction has been approved by all necessary credit and other authorities and a "written commitment letter" has been issued. Closing of this proposed transaction will be subject to, among other things, there having occurred no material adverse change in the Lessee's financial condition or business operations or in the economic and/or regulatory conditions existing prior to the closing and, subject further, to the execution by Lessee and Lessor, and delivery to Lessor, of all documents required by Lessor, all in form and substance acceptable to Lessor. This proposal may be withdrawn or modified by Lessor at any time prior to a definitive written commitment letter to enter into a lease transaction with Lessee being issued by Lessor and accepted by Lessee. Lessor shall have the sole right to assign this proposal, any commitment letter or any lease between Lessee and Lessor. All rates stated herein are based upon current money cost, tax rates and tax law assumptions. Should any changes occur, the rates will be adjusted accordingly.

Please feel free to contact us if you have any questions or would like to discuss this proposal in greater detail. Upon Lessor's receipt of a properly countersigned copy of this proposal letter the approval process shall promptly begin so that Lessor may be in a position to finalize this transaction with Lessee. Thank you for allowing us the opportunity to present this proposal.

Sincerely,

Siemens Financial Services, Inc., as agent for Siemens Public, Inc.

By: Kim Ward
Name: Kevin Wood
Title: Vice President

By: [Signature]
Name: Michael Kunst
Title: Attended Sister

PROPOSAL ACCEPTED:

We hereby approve the leasing proposal as presented in the above letter. In reviewing this application, Lessor and its Agent are hereby authorized to obtain and utilize such credit information as may be deemed necessary and desirable by Lessor for the analysis and the processing of this proposed transaction. In addition, Lessee hereby authorizes Lessor to file, both before and/or after the Lease is executed by Lessee, any Uniform Commercial Code financing statements (including any amendments thereto) or similar filings with such authorities as Lessor may require.

Lessee acknowledges and agrees that (i) the proposed transaction described in this proposal letter is an arm's length business transaction between Lessee, Lessor and Lessor's Agent, (ii) neither Lessor nor its Agent is an advisor to, or fiduciary of, Lessee with respect to the transaction contemplated hereby or the discussions, undertakings, and procedures leading thereto, (iii) neither Lessor nor its Agent is a registered municipal advisor, and (iv) Lessee has consulted, and will continue to consult, its own legal, financial, and other advisors to the extent the Lessee has deemed, or in the future deem it, appropriate.

LESSEE: _____

By: _____

Name: _____

Title: _____

Date: _____

Loan Amortization

Date	Funding	Payment	Interest @ 5.0500	Principal	Balance
Aug-21-26	11,497,458.00				11,497,458.00
Feb-21-27		0.00	290,310.81	-290,310.81	11,787,768.81
Aug-21-27		0.00	297,641.16	-297,641.16	12,085,409.98
Feb-21-28		483,466.38	305,156.60	178,309.78	11,907,100.20
Aug-21-28		483,466.38	300,654.28	182,812.10	11,724,288.10
Feb-21-29		483,466.38	296,038.27	187,428.11	11,536,859.99
Aug-21-29		483,466.38	291,305.71	192,160.67	11,344,699.33
Feb-21-30		483,466.38	286,453.66	197,012.72	11,147,686.60
Aug-21-30		483,466.38	281,479.09	201,987.29	10,945,699.31
Feb-21-31		483,466.38	276,378.91	207,087.47	10,738,611.84
Aug-21-31		483,466.38	271,149.95	212,316.43	10,526,295.40
Feb-21-32		483,466.38	265,788.96	217,677.42	10,308,617.98
Aug-21-32		483,466.38	260,292.60	223,173.78	10,085,444.21
Feb-21-33		483,466.38	254,657.47	228,808.91	9,856,635.29
Aug-21-33		483,466.38	248,880.04	234,586.34	9,622,048.95
Feb-21-34		483,466.38	242,956.74	240,509.64	9,381,539.31
Aug-21-34		483,466.38	236,883.87	246,582.51	9,134,956.79
Feb-21-35		483,466.38	230,657.66	252,808.72	8,882,148.07
Aug-21-35		483,466.38	224,274.24	259,192.14	8,622,955.93
Feb-21-36		483,466.38	217,729.64	265,736.74	8,357,219.19
Aug-21-36		483,466.38	211,019.78	272,446.60	8,084,772.59
Feb-21-37		483,466.38	204,140.51	279,325.87	7,805,446.72
Aug-21-37		483,466.38	197,087.53	286,378.85	7,519,067.87
Feb-21-38		483,466.38	189,856.46	293,609.92	7,225,457.95
Aug-21-38		483,466.38	182,442.81	301,023.57	6,924,434.38
Feb-21-39		483,466.38	174,841.97	308,624.41	6,615,809.97
Aug-21-39		483,466.38	167,049.20	316,417.18	6,299,392.79
Feb-21-40		483,466.38	159,059.67	324,406.71	5,974,986.08
Aug-21-40		483,466.38	150,868.40	332,597.98	5,642,388.10
Feb-21-41		483,466.38	142,470.30	340,996.08	5,301,392.02
Aug-21-41		483,466.38	133,860.15	349,606.23	4,951,785.78
Feb-21-42		483,466.38	125,032.59	358,433.79	4,593,351.99
Aug-21-42		483,466.38	115,982.14	367,484.24	4,225,867.75
Feb-21-43		483,466.38	106,703.16	376,763.22	3,849,104.53
Aug-21-43		483,466.38	97,189.89	386,276.49	3,462,828.04
Feb-21-44		483,466.38	87,436.41	396,029.97	3,066,798.07
Aug-21-44		483,466.38	77,436.65	406,029.73	2,660,768.34
Feb-21-45		483,466.38	67,184.40	416,281.98	2,244,486.36
Aug-21-45		483,466.38	56,673.28	426,793.10	1,817,693.26
Feb-21-46		483,466.38	45,896.75	437,569.63	1,380,123.63
Aug-21-46		483,466.38	34,848.12	448,618.26	931,505.37
Feb-21-47		483,466.38	23,520.51	459,945.87	471,559.50
Aug-21-47		483,466.38	11,906.88	471,559.50	0.00
	11,497,458.00	19,338,655.23	7,841,197.23	11,497,458.00	

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Herrington, Bayly, Sabo

Sent To: Contracts & Agreements

Committee

Date September 8, 2026

Resolution No. G/12

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 Main Highway Garage, 124 Bloomingrove Drive, Troy, New York, including installation of a new HVAC, Plumbing, Fire Alarm Systems and Septic and Well Pump, upgrades to lighting, concrete and masonry, structural improvements, gutter installation, electrical upgrades, roofing repair and interior upgrades including, flooring, windows and window treatments, doors and frames, drywall, ceiling, tile and painting work, along with exterior upgrades including a new wash bay, security access (ccv) and earthwork (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:

September 8, 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) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date September 8, 2026

Resolution No. G/13

RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - PUBLIC DEFENDER, CONFLICT DEFENDER AND PUBLIC ADMINISTRATOR

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

WHEREAS, Resolution G/24/24 authorized the acceptance of a grant award from New York State Office of Indigent Legal Services (Counsel at First Appearance - Distribution #4 - Contract Number CAFA438) in the total amount of \$638,529.33 for the period from January 1, 2023 through December 31, 2025; and

WHEREAS, Resolution G/158/26 authorized the extension of this grant to December 31, 2026; and

WHEREAS, There are unexpended monies for the Office of the Public Defender, the Office of the Conflict Defender, and the Office of the Public Administrator; and

WHEREAS, The following lists the amount of funds remaining in each of the original accounts, which need to be budgeted within 2026; and

WHEREAS, All purchases, made under this grant, will be done under the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; 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 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2026 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1175.30250 CFA.D4Y4.30250 Indigent Legal Services	\$ 57,478.00	\$ 212,843.00	\$270,321.00

2026 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC DEFENDER			
A.1170.01007 CFA.D4Y4.PD 01007			
Assistant Public Defender	\$ 167.00	\$ 21,840.00	\$ 22,007.00
A.1170.01007 CFA.D4Y4.PD 01007			
Stipends	\$ 2,861.00	\$ 76,700.00	\$ 79,561.00
A.1170.02100 CFA.D4Y4.PD 02100			
Furniture	\$ 1,472.00	\$ 750.00	\$ 2,222.00
A.1170.02400 CFA.D4Y4.PD 02400			
Other Equipment	\$ 78.00	\$ 500.00	\$ 578.00
A.1170.04900 CFA.D4Y4.PD 04900			
Professional Services	\$ 14,096.00	\$ 20,000.00	\$ 34,096.00
A.1170.04902 CFA.D4Y4.PD 04902			
Expert Testimony	\$ 10,675.00	\$ 8,000.00	\$ 18,675.00
A.1170.08003 CFA.D4Y4.PD 08003			
Social Security	\$ 174.00	\$ 7,538.00	\$ 7,712.00
CONFLICT DEFENDER			
A.1174.01007 CFA.D4Y4.CD 01007			
Assistant Conflict Defender	\$ 0.00	\$ 21,840.00	\$ 21,840.00
A.1174.01007 CFA.D4Y4.CD 01007			
Stipends	\$ 5,105.00	\$ 38,500.00	\$ 43,605.00
A.1174.02100 CFA.D4Y4.CD 02100			
Furniture	\$ 1,633.00	\$ 1,000.00	\$ 2,633.00
A.1174.02400 CFA.D4Y4.CD 02400			
Other Equipment	\$ 0.00	\$ 500.00	\$ 500.00
A.1174.04900 CFA.D4Y4.CD 04900			
Professional Services	\$ 5,028.00	\$ 3,750.00	\$ 8,778.00
A.1174.04902 CFA.D4Y4.CD 04902			
Expert Testimony	\$ 500.00	\$ 1,250.00	\$ 1,750.00
A.1174.08003 CFA.D4Y4.CD 08003			
Social Security	\$ 4,500.00	\$ 4,616.00	\$ 9,116.00
A.1174.08008 CFA.D4Y4.CD 08008			
Employee Benefits	\$ 4,689.00	\$ 2,809.00	\$ 7,498.00
PUBLIC ADMINISTRATOR			
A.1175.04010 CFA.D4Y4.PA 04010			
Travel	\$ 500.00	\$ 250.00	\$ 750.00
A.1175.04900 CFA.D4Y4.PA 04900			
Professional Services	\$ 1,400.00	\$ 700.00	\$ 2,100.00
A.1175.04902 CFA.D4Y4.PA 04902			
Expert Testimony	\$ 600.00	\$ 300.00	\$ 900.00

2026 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC ADMINISTRATOR			
A.1175.04907 CFA.D4Y4.PA 04907			
Special Counsel	\$ 4,000.00	\$ 2,000.00	\$ 6,000.00
TOTAL:	\$ 57,478.00	\$ 212,843.00	\$270,321.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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 Budgets - Public Defender, Conflict Defender and Public Administrator

Requested by: Public Defender, Conflict Defender and Public Administrator

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 212,843.00 current year
_____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Funding is from the New York State Office of Indigent Legal 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 \$ 212,843.00 and length of time state funding is available through December 31, 2026. 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 \$ 0.00 and ongoing \$ _____
 - 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.): Funding is through December 31, 2026
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This is a request to amend the FY2026 budget to increase the 2026 Rensselaer County Adopted Budget by \$212,843.00, as contained in the original awarded contract, so the funds can be expended in 2026.

Department Head

John Turi, Sandra McCarthy and Joel Abelow

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date April 14, 2026

Resolution No. G/158/26

**RESOLUTION AUTHORIZING EXTENSION OF A GRANT AWARD FROM THE NEW YORK STATE
OFFICE OF INDIGENT LEGAL SERVICES AND AMENDING THE 2025 AND 2026
RENSSELAER COUNTY ADOPTED BUDGETS - PUBLIC DEFENDER, CONFLICT DEFENDER
AND PUBLIC ADMINISTRATOR**

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

WHEREAS, Resolution G/24/24 authorized the acceptance of a grant award from the New York State Office of Indigent Legal Services (Counsel at First Appearance - Distribution #4 - Contract Number CAFA438) in the amount of \$638,529.33 for the period of January 1, 2023 through December 31, 2025; and

WHEREAS, The New York State Office of Indigent Legal Services has authorized a twelve (12) month extension to December 31, 2026 for the Counsel at First Appearance - Distribution #4 contract; and

WHEREAS, All purchases, made under this grant, will be done under the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; 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 extension, 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 2025 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2025 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1175.30250 CFA.D4Y3.30250 Indigent Legal Services	\$243,597.00	\$(57,478.00)	\$186,119.00

2025 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC DEFENDER			
A.1170.01007 CFA.D4Y3.PD 01007			
Assistant Public Defender	\$ 21,924.00	\$ (167.00)	\$ 21,757.00
A.1170.01007 CFA.D4Y3.PD 01007			
Stipends	\$ 79,093.00	\$ 2,139.00	\$ 81,232.00
A.1170.02100 CFA.D4Y3.PD 02100			
Furniture	\$ 1,472.00	\$ (1,472.00)	\$ 0.00
A.1170.02400 CFA.D4Y3.PD 02400			
Other Equipment	\$ 500.00	\$ (78.00)	\$ 422.00
A.1170.04900 CFA.D4Y3.PD 04900			
Professional Services	\$ 25,983.00	\$ (14,096.00)	\$ 11,887.00
A.1170.04902 CFA.D4Y3.PD 04902			
Expert Testimony	\$ 16,000.00	\$ (16,000.00)	\$ 0.00
A.1170.08003 CFA.D4Y3.PD 08003			
Social Security	\$ 7,727.00	\$ 151.00	\$ 7,878.00
CONFLICT DEFENDER			
A.1174.01007 CFA.D4Y3.CD 01007			
Assistant Conflict Defender	\$ 21,924.00	\$ (167.00)	\$ 21,757.00
A.1174.01007 CFA.D4Y3.CD 01007			
Stipends	\$ 40,986.00	\$ (5,105.00)	\$ 35,881.00
A.1174.02100 CFA.D4Y3.CD 02100			
Furniture	\$ 2,000.00	\$ (1,633.00)	\$ 367.00
A.1174.02400 CFA.D4Y3.CD 02400			
Other Equipment	\$ 1,000.00	\$ (1,000.00)	\$ 0.00
A.1174.04900 CFA.D4Y3.CD 04900			
Professional Services	\$ 5,558.00	\$ (5,028.00)	\$ 530.00
A.1174.04902 CFA.D4Y3.CD 04902			
Expert Testimony	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1174.08003 CFA.D4Y3.CD 08003			
Social Security	\$ 4,812.00	\$ (404.00)	\$ 4,408.00
A.1174.08008 CFA.D4Y3.CD 08008			
Employee Benefits	\$ 5,618.00	\$ (5,618.00)	\$ 0.00
PUBLIC ADMINISTRATOR			
A.1175.04010 CFA.D4Y3.PA 04010			
Travel	\$ 500.00	\$ (500.00)	\$ 0.00
A.1175.04900 CFA.D4Y3.PA 04900			
Professional Services	\$ 1,400.00	\$ (1,400.00)	\$ 0.00
A.1175.04902 CFA.D4Y3.PA 04902			
Expert Testimony	\$ 600.00	\$ (600.00)	\$ 0.00

2025 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC ADMINISTRATOR			
A.1175.04907 CFA.D4Y3.PA 04907			
Special Counsel	\$ 4,000.00	\$ (4,000.00)	\$ 0.00
TOTAL 2025 GENERAL FUND APPROPRIATIONS:		\$ (57,478.00)	

; 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>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1175.30250 CFA.D4Y4.30250			
Indigent Legal Services	\$212,843.00	\$ 57,478.00	\$270,321.00

2026 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC DEFENDER			
A.1170.01007 CFA.D4Y4.PD 01007			
Assistant Public Defender	\$ 21,840.00	\$ 167.00	\$ 22,007.00
A.1170.01007 CFA.D4Y4.PD 01007			
Stipends-CFA Stipends	\$ 76,700.00	\$ 2,861.00	\$ 79,561.00
A.1170.02100 CFA.D4Y4.PD 02100			
Furniture	\$ 750.00	\$ 1,472.00	\$ 2,222.00
A.1170.02400 CFA.D4Y4.PD 02400			
Other Equipment	\$ 500.00	\$ 78.00	\$ 578.00
A.1170.04900 CFA.D4Y4.PD 04900			
Professional Services	\$ 20,000.00	\$ 14,096.00	\$ 34,096.00
A.1170.04902 CFA.D4Y4.PD 04902			
Expert Testimony	\$ 8,000.00	\$ 10,675.00	\$ 18,675.00
A.1170.08003 CFA.D4Y4.PD 08003			
Social Security	\$ 7,538.00	\$ 174.00	\$ 7,712.00
CONFLICT DEFENDER			
A.1174.01007 CFA.D4Y4.CD 01007			
Assistant Conflict Defender	\$ 21,840.00	\$ 0.00	\$ 21,840.00

2026 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
CONFLICT DEFENDER			
A.1174.01007 CFA.D4Y4.CD 01007			
Stipends-CFA Stipends	\$ 38,500.00	\$ 5,105.00	\$ 43,605.00
A.1174.02100 CFA.D4Y4.CD 02100			
Furniture	\$ 1,000.00	\$ 1,633.00	\$ 2,633.00
A.1174.02400 CFA.D4Y4.CD 02400			
Other Equipment	\$ 500.00	\$ 0.00	\$ 500.00
A.1174.04900 CFA.D4Y4.CD 04900			
Professional Services	\$ 3,750.00	\$ 5,028.00	\$ 8,778.00
A.1174.04902 CFA.D4Y4.CD 04902			
Expert Testimony	\$ 1,250.00	\$ 500.00	\$ 1,750.00
A.1174.08003 CFA.D4Y4.CD 08003			
Social Security	\$ 4,616.00	\$ 4,500.00	\$ 9,116.00
A.1174.08008 CFA.D4Y4.CD 08008			
Employee Benefits	\$ 2,809.00	\$ 4,689.00	\$ 7,498.00
PUBLIC ADMINISTRATOR			
A.1175.04010 CFA.D4Y4.PA 04010			
Travel	\$ 250.00	\$ 500.00	\$ 750.00
A.1175.04900 CFA.D4Y4.PA 04900			
Professional Services	\$ 700.00	\$ 1,400.00	\$ 2,100.00
A.1175.04902 CFA.D4Y4.PA 04902			
Expert Testimony	\$ 300.00	\$ 600.00	\$ 900.00
A.1175.04907 CFA.D4Y4.PA 04907			
Special Counsel	\$ 2,000.00	\$ 4,000.00	\$ 6,000.00
TOTAL 2026 GENERAL FUND APPROPRIATIONS:		\$ 57,478.00	

Resolution **ADOPTED** by the following vote:

Ayes: 17

Nays: 0

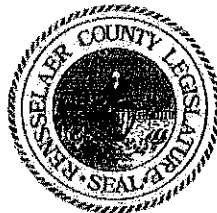
Abstain: 0

April 14, 2026

Clerk of the Legislature

Sent to County Executive 4/15/26Received from County Executive 4/16/26

Clerk of the Legislature



Executive Action

Approved ☒Date 4/16/26Disapproved ☐

Veto Message Attached and Returned to Clerk

County Executive



**RENSSELAER COUNTY
PUBLIC DEFENDER'S OFFICE**

Steven F. McLaughlin
County Executive

John C. Turi
Public Defender

To: Nicholas Blais, Director of Budget, Bureau of Budget and
Office of the Rensselaer County Attorney

CC: John C. Turi, Public Defender

From: Jennifer Colvin
Grants Data Manager, Public Defender's Office

Date: August 3, 2026

Re: Explanation for the September 8, 2026 Resolution to Amend the Fiscal Year 2026
Rensselaer County Adopted Budgets for Counsel at First Appearance - Distribution #4 –
Contract Number CAFA438
Project Code CFA.D4Y4

Towards the end of my (Jennifer Colvin) training with Stacey Farrar last year, on June 24, 2025, we briefly covered Appendix A training. On July 31, 2025 I emailed Nick Blais the Fiscal Year 2026 Appendix A's for Distribution #14 and (HH) Hurrell-Harring Statewide Expansion-Dist. #2 grant's, however, Stacey and I overlooked working on and submitting the Fiscal Year 2026 Appendix A for Counsel at First Appearance-Dist. #4 grant budget for \$212,843.00 to be applied to Project Code CFA.D4Y4. This grant term end date is December 31, 2026 and will not be extended into 2027. Currently Project Code CFA.D4Y4 total budget amount for Year-to-Date and Life-to-Date for Fiscal Year 2026 summaries (per New World - Financial Management / Inquiries / Project Accounting / Projects path) shows a budget of \$57,478.00 which is derived from Resolution No. G/158/26 on April 14, 2026. Therefore, the Public Defender's Office is submitting this Resolution for the September 8th Legislative Meeting to apply \$212,843.00 for the current Fiscal Year 2026 Budget on Project Code CFA.D4Y4. The following pages are the original contact for the Fourth Counsel at First Appearance grant for additional reference.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 1350200 CONTRACT NUMBER: CAFA438 CONTRACT TYPE: ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Rensselaer, County of	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Fourth Counsel at First Appearance
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002434 Federal Tax ID Number: 14-6002569 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: Office of the Rensselaer County Attorney Rensselaer County Court House 80 Second Street Troy, NY 12180 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address Rensselaer County Bureau of Finance Ned Pattison County Government Center 1600 Seventh Avenue Troy, NY 12180 CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 380100000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: CAFA438

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: January 1, 2023 To: December 31, 2025 CURRENT CONTRACT PERIOD: AMENDED TERM: From: _____ To: _____ AMENDED PERIOD: From: _____ To: _____	CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i> CURRENT: \$638,529.33 AMENDED: FUNDING SOURCE(S): ☒ State ☐ Federal ☐ Other																														
FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT: (Out years represent projected funding amounts)																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">#</th> <th style="width: 25%;">CURRENT PERIOD</th> <th style="width: 25%;">CURRENT AMOUNT</th> <th style="width: 25%;">AMENDED PERIOD</th> <th style="width: 20%;">AMENDED AMOUNT</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>		#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT	1					2					3					4					5				
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ATTACHMENTS PART OF THIS AGREEMENT: ☒ Attachment A: ☒ A-1 Program-Specific Terms and Conditions ☐ A-2 Federally Funded Grants and Requirement 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 Schedule ☐ Other: _____																															

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Rensselaer County

By: *Steven F. McLaughlin*

Steven F. McLaughlin

Printed Name

Title: County Executive

Date: 2/27/24

STATE AGENCY:

NYS Office of Indigent Legal Services

By: *Patricia J. Warth*

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

Date: 3/14/2024

MICHELLE T. BURTON
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN RENSSELAER COUNTY
REGISTRATION NO. 01BU6224014
MY COMMISSION EXPIRES JUNE 17, 2026

STATE OF NEW YORK

County of Rensselaer

On the 27 day of February, 2024, before me personally appeared Steven F. McLaughlin, to me known, who being by me duly sworn, did depose and say that he/~~she~~ resides at Rensselaer County, that he/~~she~~ is the County Executive of the County of Rensselaer, 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 Master Contract.

(Notary) *Michelle T. Burton*

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Printed Name

Title: _____

Date: _____

APPROVED

DEPT. OF AUDIT & CONTROL

Mar 20 2024

Chris Richards

FOR THE STATE COMPTROLLER

Contract Number: CAFA438
Page 1 of 1
Master Contract for Grants, Signature Page

MAR 06 2024

RECEIVED

Approved by the
Rensselaer County Bureau of Budget
Nicholas J. Blais
Nicholas J. Blais
Director of Budget

APPROVED AS TO FORM

SK
Carl J. Kempf III
Rensselaer County Attorney
Date 3/14/24

Attahi, Wahidullah (ILS)

From: Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>
Sent: Monday, March 18, 2024 9:21 AM
To: Attahi, Wahidullah (ILS); Contract Approval
Cc: ogs.sm.APOGrantsUnit; Courcelle, Matthew (OGS)
Subject: Approved - RE: ILS - CAFA438 - Rensselaer County

You don't often get email from benjamin.maggi@ag.ny.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.

Approved as to Form: 3/18/2024 by Benjamin Maggi
Received: 3/15/2024

OAG: CAS please file and enter. "G" Amount: 638,529.33

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Benjamin L. Maggi
Section Chief
Contract Approval Section
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.

From: Attahi, Wahidullah (ILS) <Wahidullah.Attahi@ils.ny.gov>
Sent: Friday, March 15, 2024 11:12 AM
To: Contract Approval <contractapproval@ag.ny.gov>
Cc: ogs.sm.APOGrantsUnit <APOGrantsUnit@ogs.ny.gov>; Courcelle, Matthew (OGS) <Matthew.Courcelle@ogs.ny.gov>
Subject: ILS - CAFA438 - Rensselaer County

[EXTERNAL]

Dear Sir or Madam:

Enclosed for review is a proposed grant contract between Rensselaer County and the NYS Office of Indigent Legal Services for the purpose of "Fourth Counsel at First Appearance." Please see the attached Procurement Record Approval letter from OSC.

It would be appreciated if you could affix your approval stamp and email that approval back to me or Ms. Colvin at Jennifer.Colvin@ils.ny.gov. We will then use that approval to upload into EDSS for OSC's approval.

If you have any questions concerning the Agreement, please feel free to contact me.

Sincerely,



Wahidullah Attahi

Contract Manager

New York State Office of Indigent Legal Services

80 South Swan Street, A.E. Smith Building 11th Floor

Suite 1147, Albany, NY 12210 | www.ils.ny.gov

Office: (518) 486-6447 | Wahidullah.Attahi@ils.ny.gov

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**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) 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 establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects 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 the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment 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 portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master 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 Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master 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 Master 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.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master 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 Master Contract shall attempt in good faith to reform the Master 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.

I. Interpretation: The headings in the Master 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 to be gender neutral. The Master 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.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents 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 Master 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 Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. 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 Master 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 any of 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 any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master 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.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. 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.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) 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-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master 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 Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master 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 Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that 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 not-for-profit 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.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master 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 not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master 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 Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master 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 Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master 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 entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master 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 Master 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: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

Where the Master 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 Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

D. 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 a formal written notice outlining the particulars 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 Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, 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. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master 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.
6. Timeliness of advance payments or other claims for reimbursement, 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.
7. 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 Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

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), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. 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. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein 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.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either 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.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ 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 use a written directive for fifth quarter financing. 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.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master 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.
5. The State shall not be liable for payments on the Master 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.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency 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.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master 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.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master 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 Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), 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 Attachment C (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.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), 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.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) 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).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR 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 Master 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 Master Contract and/or any subcontract entered into under the Master 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 Master 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 Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master 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 Master 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 Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master 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, prior to executing a subcontract, 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. If requested by the State, 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 Schedule) and Section III. 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 Master Contract for any activity other than those provided for under the Master 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 Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is 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.

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.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) 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.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master 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.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) 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 applicable, as specified in the Master 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.
 - g) 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 Master 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 Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - 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 Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 - 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 - 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 Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master 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 Master 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.

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. 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.

b) 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.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. 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. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior 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 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 Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; 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 Master Contract (but are not deliverable under the Master 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 IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), 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. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

- 1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master 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.

M. 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.

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:

- 1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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 Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor 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. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 the Master Contract.

6. 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 Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. 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.

O. 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 Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ 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.

Q. 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 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

⁹ Not applicable to not-for-profit entities.

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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

FOURTH COUNSEL AT FIRST APPEARANCE

I. Notices

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

Notification to ILS:

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

Notification to County:

Carl J. Kempf, III
Rensselaer County Attorney
Ned Pattison County Government Center
1600 Seventh Avenue
Troy, NY 12180
(518) 265-7268
ckempf@rensco.com

II. Supplanting Funds

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

ATTACHMENT B-1

Office of Indigent Legal Services
FOURTH COUNSEL AT FIRST APPEARANCE
January 1, 2023- December 31, 2025

COUNTY OF RENSSELAER

Total Contract Amount: \$638,529.33

Budget Expenditure Item	Year 1 1/1/23 - 12/31/23	Year 2 1/1/24 - 12/31/24	Year 3 1/1/25 - 12/31/25
OFFICE OF THE PUBLIC DEFENDER			
PERSONNEL:			
(PT) Assistant Public Defender (15 hrs./wk.) - Salary	\$21,840.00	\$21,840.00	\$21,840.00
(PT) Assistant Public Defender (15 hrs./wk.) - Fringe	\$1,670.78	\$1,670.78	\$1,670.78
PD "On-Call" Program - Stipends	\$76,700.00	\$76,700.00	\$76,700.00
PD "On-Call" Program - Fringe	\$5,867.55	\$5,867.55	\$5,867.55
Subtotal Personnel	\$106,078.33	\$106,078.33	\$106,078.33
Contracted/Consultant:			
Specialized Services	\$28,000.00	\$28,000.00	\$28,000.00
Subtotal Contracted/Consultant	\$28,000.00	\$28,000.00	\$28,000.00
OTPS:			
Office Supplies, Equipment, and Furniture	\$750.00	\$750.00	\$750.00
CMS / Software / Data Storage	\$500.00	\$500.00	\$500.00
Subtotal OTPS	\$1,250.00	\$1,250.00	\$1,250.00
PUBLIC DEFENDER TOTAL	\$135,328.33	\$135,328.33	\$135,328.33
CONFLICT DEFENDER'S OFFICE			
PERSONNEL:			
(PT) Assistant Conflict Defender (15 hrs./wk.) - Salary	\$21,840.00	\$21,840.00	\$21,840.00
(PT) Assistant Conflict Defender (15 hrs./wk.) - Fringe	\$4,479.53	\$4,479.53	\$4,479.53
CD "On-Call" Program - Stipends	\$38,500.00	\$38,500.00	\$38,500.00
CD "On-Call" Program - Fringe	\$2,945.25	\$2,945.25	\$2,945.25
Subtotal Personnel	\$67,764.78	\$67,764.78	\$67,764.78
Contracted/Consultant:			
Specialized Services	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal Contracted/Consultant	\$5,000.00	\$5,000.00	\$5,000.00

Budget Expenditure Item	Year 1 1/1/23 - 12/31/23	Year 2 1/1/24 - 12/31/24	Year 3 1/1/25 - 12/31/25
CONFLICT DEFENDER'S OFFICE			
OTPS:			
Office Supplies, Equipment, and Furniture	\$1,000.00	\$1,000.00	\$1,000.00
CMS / Software / Data Storage	\$500.00	\$500.00	\$500.00
Subtotal OTPS	\$1,500.00	\$1,500.00	\$1,500.00
CONFLICT DEFENDER TOTAL	\$74,264.78	\$74,264.78	\$74,264.78
COUNTY ATTORNEY/ASSIGNED COUNSEL PLAN			
Contracted/Consultant:			
Attorneys for First Appearances/Arraignments	\$2,000.00	\$2,000.00	\$2,000.00
Specialized Services	\$1,000.00	\$1,000.00	\$1,000.00
Subtotal Contracted/Consultant	\$3,000.00	\$3,000.00	\$3,000.00
OTPS:			
Travel / Mileage	\$250.00	\$250.00	\$250.00
Subtotal OTPS	\$250.00	\$250.00	\$250.00
COUNTY ATTORNEY/ASSIGNED COUNSEL PLAN TOTAL	\$3,250.00	\$3,250.00	\$3,250.00
Totals for Public Defender, Conflict Defender, and Assigned Counsel Plan	\$212,843.11	\$212,843.11	\$212,843.11
THREE-YEAR TOTAL	\$638,529.33		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

FOURTH COUNSEL AT FIRST APPEARANCE

JANUARY 1, 2023 – DECEMBER 31, 2025

COUNTY OF RENSSELAER

Goal: To make demonstrable and measurable improvements in the delivery of indigent defense services to eligible persons at a defendant's first appearance before a judge.

Office of the Public Defender

Task #1

Provide funding for a part-time Assistant Attorney position, paid at a rate of \$28/hour, to appear in Troy City Court every Wednesday morning and cover all Troy and Rensselaer City Court weekday and late-night arraignments (after 11:00 p.m.) that take place when court is not in regular session. This attorney also covers all weekday late night and weekend late night arraignments (11:00 p.m. – to 8:30 a.m.) in the project courts and, when necessary, meets with clients held in the county jail or any other detention location.

Performance Measure:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- Office of the Public Defender, Rensselaer County

Task #2

Provide funding for Public Defender Staff Attorney stipends to continue a rotating "On-Call" Attorney position. The "On-Call" Attorneys will be paid \$32.50/hour to be available Monday through Friday from 5:00 p.m. to 11:00 p.m. and on Saturday and Sunday from 8:30 a.m. to 11:00 p.m. for first appearances in the pilot project courts during the "On-Call" rotation. Funding also includes a "chief attorney" to be paid at a rate of \$65/hour to not only perform (3) weeks of the "On-Call" rotation, but also supervise staff attorneys; manage all aspects of the

Public Defender's portion of the grant; and provide back-up to the daytime arraignment attorney on weekdays

Performance Measure:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- Office of the Public Defender, Rensselaer County

Task #3

Provide funding for specialized and evaluative services in criminal matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to \$800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to \$3,000 per case including associated travel and mileage expenses; at the standard IRS mileage rates. Funds may also be used for transcription services of up to \$5.25 per page. The Public Defender's Office may approve a higher rate when necessary to ensure access to qualified services.

Performance Measure:

- Number of cases in which specialized services were utilized
- Impact on outcome of cases in which specialized services were utilized

Program Location:

- Office of the Public Defender, Rensselaer County

Task #4

Provide funding to support expenses including office furniture, office supplies, postage, computers, tablets, smartphones (cell phones) and any associated data plans; desk phones and associated landline charges; copies, printers, and any associated service agreements, CMS, technology, and software expenses.

Performance Measures:

- Better utilization of new technologies and existing resources to more efficiently manage increasing caseload

- Improved efficiency and quality of legal research

Program Location:

- Office of the Public Defender, Rensselaer County

Office of the Conflict Defender

Task #5

Provide continued funding for a part-time Assistant Attorney position, paid at a rate of \$28/hour, to be available for arraignments in Troy City Court (Monday through Friday), travel to Rensselaer City Court for daytime arraignments in addition to attending all weekday daytime arraignments in the project courts and such other arraignments as directed by the Chief Conflict Defender. This position will also meet with clients held in the county jail or other detention locations and manage the Counsel at First Appearance schedule and phones system, collect Counsel at First Appearance data sheets, and participate in two (2) weeks of the weeknight and weekend “on-call” rotation.

Performance Measure:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #6

Provide funding for Conflict Defender Staff Attorney stipends to fund four rotating “On-Call” Attorney positions. Each of the four “On-Call” Attorneys will be paid \$35/hour to be available weeknights and weekends for first appearances in the pilot project courts during the “On-Call” rotation for ten weeks every year. Funding also includes a “chief attorney” to be paid at a rate of \$40/hour to not only perform (3) weeks of the “On-Call” rotation, but also supervise staff attorneys; manage all aspects of the Public Defender’s portion of the grant; and provide back-up to the daytime arraignment attorney on weekdays

Performance Measures:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #7

Provide funding for specialized and evaluative services in criminal matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to \$800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to \$3,000 per case including associated travel and mileage expenses; at the standard IRS mileage rates. Funds may also be used for transcription services of up to \$5.25 per page. The Conflict Defender's Office may approve a higher rate when necessary to ensure access to qualified services.

Performance Measure:

- Number of cases in which specialized services were utilized
- Impact on outcome of cases in which specialized services were utilized

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #8

Provide funding to support expenses including office furniture, office supplies, postage, computers, tablets, smartphones (cell phones) and any associated data plans; desk phones and associated landline charges; copies, printers, and any associated service agreements, CMS, technology, and software expenses.

Performance Measures:

- Better utilization of new technologies and existing resources to more efficiently manage increasing caseload
- Improved efficiency and quality of legal research

Program Location:

- Office of the Conflict Defender, Rensselaer County

County Attorney / Assigned Counsel Plan

Task #9

Provide funding for Assigned Counsel Plan panel attorneys to provide representation at first appearances/arraignments when the Public Defender and Conflict Defender are conflicted out of a case. Panel attorneys will be paid the statutory rate, which is currently \$158/hour.

Performance Measures:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- County Attorney/Assigned Counsel Plan, Rensselaer County

Task #10

Provide funding for specialized and evaluative services in criminal matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to \$800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to \$3,000 per case including associated travel and mileage expenses; at the standard IRS mileage rates. Funds may also be used for transcription services of up to \$5.25 per page. The Assigned Counsel Plan may approve a higher rate when necessary to ensure access to qualified services.

Performance Measure:

- Number of cases in which specialized services were utilized
- Impact on outcome of cases in which specialized services were utilized

Program Location:

- County Attorney/Assigned Counsel Plan, Rensselaer County

Task #11

Provide funding for panel attorney travel to and from court appearances, to be reimbursed at the standard IRS mileage rates.

Performance Measures:

- Impact of case outcomes as a result of travel

Program Location:

- County Attorney/Assigned Counsel Plan, Rensselaer County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

FOURTH COUNSEL AT FIRST APPEARANCE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st
2nd Quarter: April 1st – June 30th
3rd Quarter: July 1st – September 30th
4th Quarter: October 1st – December 31st

- ☐ **Monthly Reimbursement**
Due Date: _____
- ☐ **Biannual Reimbursement**
Due Date: _____
- ☐ **Fee for Service Reimbursement**
Due Date: _____
- ☐ **Rate Based Reimbursement**
Due Date: _____
- ☐ **Fifth Quarter Reimbursement**
Due Date: _____
- ☐ **Milestone/Performance Reimbursement**
Due Date: _____
- ☐ **Scheduled Reimbursement**
Due Date: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

- ☐ **Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- ☐ **Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- ☒ **Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- ☒ **Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

☐ **Consolidated Fiscal Report (CFR)¹**

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. 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. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, 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.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
#1 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	First year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of first year
#2 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Second year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of second year
#3 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Third year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of third year

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety Committee Date September 8, 2026

Resolution No. G/14

**RESOLUTION 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, Resolution G/458/25 authorized a one-year extension of the 2022-2025 grant award in the amount of \$330,818.82, from the New York State Office of Victim Services for the period of October 1, 2025 through September 30, 2026; and

WHEREAS, Resolution G/101/26 amended the 2025 and 2026 Rensselaer County Adopted Budgets rolling the remaining funds from 2025 into 2026; and

WHEREAS, During the fiscal year 2026, the Office of the District Attorney did not expend all the funds received; and

WHEREAS, The New York State Office of Victim Services has approved the available funds to be reallocated; 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 2026 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2026 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
<u>ION</u>				
DISTRICT				
ATTORNEY				
Personnel				
Services				
Victim Assistant				
Program Director				
A.1168.01007	OVS.D3Y4.01007	\$72,733.00	\$(1,453.00)	\$71,280.00

Victim Liaison II					
A.1168.01007	OVS.D3Y4.01007	\$45,687.00	\$ (184.00)	\$45,503.00	
Victim Liaison					
A.1168.01007	OVS.D3Y4.01007	\$39,421.00	\$ (163.00)	\$39,258.00	
Victim Liaison					
A.1168.01007	OVS.D3Y4.01007	\$39,421.00	\$ (31,421.00)	\$ 8,000.00	
OVS Stipend	OVS.D3Y4.01007	\$ 0.00	\$ 18,626.00	\$18,626.00	
Travel					
A.1168.04010	OVS.D3Y4.04010	\$ 5,000.00	\$ (4,900.00)	\$ 100.00	
Telephone					
A.1168.04300	OVS.D3Y4.04300	\$ 1,604.00	\$ (343.00)	\$ 1,261.00	
Equipment					
A.1168.02400	OVS.D3Y4.02400	\$10,000.00	\$ (1,565.00)	\$ 8,435.00	
Office Supplies					
A.1168.04550	OVS.D3Y4.04550	\$ 1,500.00	\$ (1,109.00)	\$ 391.00	
Program					
Expenditures					
A.1168.04700	OVS.D3Y4.04700	\$13,850.00	\$ (6,514.00)	\$ 7,336.00	
Employee Benefits					
A.1168.08008	OVS.D3Y4.08008	<u>\$31,582.00</u>	<u>\$ 29,026.00</u>	<u>\$60,608.00</u>	
TOTAL:		\$260,798.00	\$ 0.00	\$260,798.00	

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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 _____ District Attorney _____

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$260,798.00 current year
\$ 0.00 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): New York State Office of Victim Services
 - a) For federal funding: amount of \$ 0 and length of time federal funding is available October 1, 2025 – September 30, 2026. Is it available for ongoing expenses? Yes _____ or No x
 - 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 \$0.00 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.): Office of Victim Services funded through September 30, 2026.
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Department Head

Mary Pat Donnelly

RENSSELAER COUNTY LEGISLATURE

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

S To: Contracts & Agreements

Committee

Date December 9, 2025

Resolution No. G/458/25

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY

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

WHEREAS, Resolution G/348/25 authorized the acceptance of a grant award from the New York State Office of Victim Services ("NYS OVS") for the period October 1, 2025 through September 30, 2028; and

WHEREAS, The award has been rescinded and NYS OVS has granted a one-year extension to the previous 3-year grant; and

WHEREAS, The extension award amount allocated for October 1, 2025 through September 30, 2026 is \$330,818.82 (approximately 25% of the grant monies to be placed in the 2025 budget and the remainder to be placed in the 2026 budget); 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; 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 2025 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2025 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.D4Y1.30311	\$85,287.00	(\$85,287.00)	\$0.00

2025 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.D4Y1.01007	\$250.00	(\$250.00)	\$0.00
Victim Liaison II				
A.1168.01007	OVS.D4Y1.01007	\$14,957.00	(\$14,957.00)	\$0.00
Victim Assistant				
Program Director				
A.1168.01007	OVS.D4Y1.01007	\$23,422.00	(\$23,422.00)	\$0.00
Victim Liaison				
A.1168.01007	OVS.D4Y1.01007	\$12,904.00	12,904.00 (\$14,957.00)	\$0.00
Victim Liaison				
A.1168.01007	OVS.D4Y1.01007	\$12,904.00	(\$12,904.00)	\$0.00
Telephone				
A.1168.04300	OVS.D4Y1.04300	\$488.00	(\$488.00)	\$0.00
Program				
Expenditures				
A.1168.04700	OVS.D4Y1.04700	\$2,500.00	(\$2,500.00)	\$0.00
Employee Benefits				
A.1168.08008	OVS.D4Y1.08008	\$17,862.00	(\$17,862.00)	\$0.00
TOTAL APPROPRIATIONS:		\$85,287.00	(\$85,287.00)	\$0.00

2025 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.D3Y4.30311	\$0.00	\$85,287.00	\$85,287.00

2025 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.D3Y4.01007	\$0.00	\$ 250.00	\$ 250.00
Victim Liaison II A.1168.01007	OVS.D3Y4.01007	\$0.00	\$14,957.00	\$14,957.00
Victim Assistant Program Director A.1168.01007	OVS.D3Y4.01007	\$0.00	\$23,422.00	\$23,422.00
Victim Liaison A.1168.01007	OVS.D3Y4.01007	\$0.00	\$12,904.00	\$12,904.00
Victim Liaison A.1168.01007	OVS.D3Y4.01007	\$0.00	\$12,904.00	\$12,904.00
Telephone A.1168.04300	OVS.D3Y4.04300	\$0.00	\$ 488.00 ✓	\$ 488.00
Program Expenditures A.1168.04700	OVS.D3Y4.04700	\$0.00	\$ 2,500.00 ✓	\$ 2,500.00
Employee Benefits A.1168.08008	OVS.D3Y4.08008	\$0.00	\$17,862.00	\$17,862.00
TOTAL APPROPRIATIONS:			\$85,287.00	\$85,287.00

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

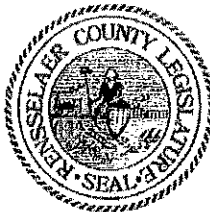
Abstain: 0

December 9, 2025

Clerk of the Legislature

Sent to County Executive 12/10/25Received from County Executive 12/10/25

Clerk of the Legislature



Executive Action

Approved ☒Date 12/10/25Disapproved ☐

Veto Message Attached and Returned to Clerk

 A handwritten signature, likely of the County Executive, is written over the text.

County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date March 10, 2026

Resolution No. G/101/26

RESOLUTION AMENDING THE 2025 AND 2026 RENSSELAER COUNTY ADOPTED BUDGETS - DISTRICT ATTORNEY

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

WHEREAS, Resolution G/458/25 authorized a one-year contract extension from the NYS Office of Victim Services for the period October 1, 2025 through September 30, 2026; and

WHEREAS, Resolution G/458/25 allocated \$85,287.00 to be placed in the 2025 budget and the remainder was to be placed in the 2026 budget; and

WHEREAS, The Rensselaer County District Attorney's Office did not expend all of the funds placed in the 2025 budget; and

WHEREAS, The following lists the amount of funds remaining in each of the original accounts which need to be rolled over into the 2026 adopted 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 2025 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2025 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.D3Y4.30311	\$85,287.00	(\$16,016.00)	\$69,271.00

2025 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
Personnel Services				
Victim Assistant Program Director				
A.1168.01007	OVS.D3Y4.01007	\$23,422.00	\$ 4.00	\$23,426.00
Victim Liaison				
A.1168.01007	OVS.D3Y4.01007	\$12,904.00	(\$12,904.00)	\$ 0.00
Telephone				
A.1168.04300	OVS.D3Y4.04300	\$488.00	(\$ 92.00)	\$ 396.00
Program Expenditures				
A.1168.04700	OVS.D3Y4.04700	\$2,500.00	(\$2,426.00)	\$ 74.00
Employee Benefits				
A.1168.08008	OVS.D4Y1.08008	\$17,862.00	(\$ 598.00)	\$17,264.00
TOTAL APPROPRIATIONS:		\$57,176.00	(\$16,016.00)	\$41,160.00

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.D3Y4.30311	\$0.00	\$261,548.00	\$261,548.00

2026 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPTIN</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.D3Y4.01007	\$ 0.00	\$ 750.00	\$ 750.00
Victim Liaison II				
A.1168.01007	OVS.D3Y4.01007	\$ 0.00	\$45,687.00	\$ 45,687.00
Victim Assistant Program Director				
A.1168.01007	OVS.D3Y4.01007	\$ 0.00	\$72,733.00	\$ 72,733.00

2026 GENERAL FUND APPROPRIATIONS (Con't)

Victim Liaison				
A.1168.01007	OVS.D3Y4.01007	\$ 0.00	\$39,421.00	\$ 39,421.00
Victim Liaison				
A.1168.01007	OVS.D3Y4.01007	\$0.00	\$39,421.00	\$ 39,421.00
Travel				
A.1168.04010	OVS.D3Y4.04010	\$0.00	\$ 5,000.00	\$ 5,000.00
Equipment				
A.1168.02400	OVS.D3Y4.02400	\$0.00	\$10,000.00	\$ 10,000.00
Telephone				
A.1168.04300	OVS.D3Y4.04300	\$0.00	\$ 1,604.00	\$ 1,604.00
Office Supplies				
A.1168.04550	OVS.D3Y4.04550	\$0.00	\$ 1,500.00	\$ 1,500.00
Program Expenditures				
A.1168.04700	OVS.D3Y4.04700	\$0.00	\$13,850.00	\$ 13,850.00
Employee Benefits				
A.1168.08008	OVS.D3Y4.08008	\$0.00	\$31,582.00	\$ 31,582.00
TOTAL APPROPRIATIONS:			\$261,548.00	\$261,548.00

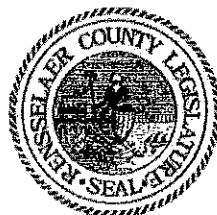
Resolution ADOPTED by the following vote:**Ayes: 19****Nays: 0****Abstain: 0****March 10, 2026**

Please note that this resolution was not received back from the County Executive, therefore pursuant to Section 3.06 (C) of the Rensselaer County Charter, if the County Executive fails to act upon a resolution within the ten day period set forth in Section 3.06(B) of the Rensselaer County Charter, such resolution shall be deemed approved.

Clerk of the Legislature

Sent to County Executive 3/11/26

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

Clerk's Certification (G)

I, **Jessica L. Charette**, Clerk of the Rensselaer County Legislature, do hereby **CERTIFY** that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 10th day of March 2026 and that the same is a true and complete copy thereof. The original resolution(s) were sent to the County Executive on 11th day of March 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 23rd day of March, 2026.

Seal


Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date September 8, 2026

Resolution No. G/15

RESOLUTION AUTHORIZING PAYMENT TO RESOLVE PENDING LITIGATION - COUNTY ATTORNEY

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

WHEREAS, The County is a defendant in the matter of Brenda Williams v. County of Rensselaer et al. (Supreme Court of the State of New York, County of Rensselaer Case No. EF2023-275248); and

WHEREAS, The insurer for the County has reached a settlement with the plaintiff to fully resolve the matter; and

WHEREAS, As part of the settlement, the County is responsible to pay the insurance policy retention amount toward settlement; now, therefore, be it

RESOLVED, That the Rensselaer County Bureau of Finance is authorized to pay \$10,000.00 in furtherance of the settlement; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign all documents and papers in connection with the settlement and payment by the Rensselaer County Bureau of Finance of the forgoing, subject to the approval of the Rensselaer County Attorney as to form.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 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) Sabo, Fleming, Nichols, Ashley, Galuski, Rutecki, Weaver, Zalewski

Sent To: Local Government

Committee

Date September 8, 2026

Resolution No. G/16

RESOLUTION AUTHORIZING AN AGREEMENT WITH TOWN HALL STREAMS FOR LIVE STREAMING SERVICES OF PUBLIC FORUMS AND MEETINGS OF THE LEGISLATURE – LEGISLATURE

WHEREAS, The Rensselaer County Legislature is committed to the highest standards of transparency, accountability, and open government; and

WHEREAS, The residents of Rensselaer County have the right to be informed of the conduct of public business and to attend meetings where such business is discussed; and

WHEREAS, Numerous County residents have expressed a desire to participate virtually in county legislative meetings and public forums due to accessibility and transportation issues related to in person attendance; and

WHEREAS, There is no means for residents to attend and participate in Rensselaer County legislative meetings and public forums virtually; and

WHEREAS, Town Hall Streams is a company that has developed a video broadcast solution for municipalities to stream meetings live via the internet; and

WHEREAS, Many towns in Rensselaer County have entered into agreements with Town Hall Streams to livestream committee meetings and public forums, including the towns of North Greenbush, East Greenbush and Sand Lake and;

WHEREAS, Town Hall Streams has agreed to provide the Rensselaer County Legislature with unlimited streaming services; and

WHEREAS, The total amount of funding for the term of the agreement shall not exceed \$ 300.00 per month and has been budgeted via the Department's appropriation code H.1106 – the Legislative Chamber Fund, which allocates funds for repair and improvements of the Legislative Chambers; and

WHEREAS, The Rensselaer County Legislature would like to retain the services of Town Hall Streams to provide streaming services for county legislative meetings and public forums; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature does hereby agree to enter into an agreement with Town Hall Streams to provide streaming services for legislative meetings and public forums.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION AUTHORIZING AN AGREEMENT WITH TOWN HALL
STREAMS FOR LIVE STREAMING SERVICES OF PUBLIC FORUM MEETINGS OF THE
LEGISLATURE – LEGISLATURE

Requested by: Legislature – Minority Office

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 300.00/per month _____
\$ 3,600.00 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 \$ Y and ongoing \$ _____
 - e) Other (please explain) \$ _____ H.1106 Chamber Fund Savings _____
- 3) Is this expense or program mandated? Yes _____ No xx
- 4) Length of expense or project (one time only, ongoing, etc.): ongoing

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

Department Head:

Mark Fleming



Rensselaer County, NY Town Hall Meetings Live and On Demand Streaming Proposal

Scope:

Town Hall Streams will provide the town of Rensselaer County, NY a system that will provide real time and on demand playback of any meetings that are broadcast on the local cable channel. All equipment will be supplied and maintained by Town Hall Streams. The equipment comes with full warranty for as long as the town continues the service with Town Hall Streams.

Meetings will be streamed live and available for On Demand playback via www.townhallstreams.com, links may be posted from the town website. On Demand playback is available for a period of 5 Years. We will allow for authorized persons to download one digital copy for any use. Town Hall Streams will use the current internet connection at the location. Wide angle camera and ceiling mic system supplied.

Cost:

Monthly: \$300.00 Unlimited live streaming

Monthly Optional: \$50.00 Second live streaming PIP
\$30.00 Zoom PIP
\$ 5/Hr (Voice to Text) Meeting Minute Transcript + Ai Meeting Minutes
\$25.00 Social Media Plugin

Installation: TBD

Term: Monthly **Warranty:** Lifetime or length of contract

Payment:

By Check

Company:

Town Hall Streams – 8 Osprey Lane, York Maine 03909

Name: _____

Signed: _____

Date: _____