

**RENSSELAER COUNTY LEGISLATURE
REGULAR MEETING**

Tuesday, September 8, 2026

Legislature called to order by Chairwoman Hoffman at:

Roll Call: Present:

Absent:

Invocation: Mr. Grant

Pledge of Allegiance to the Flag: Mr. Fleming

On motion of Mr. Herrington, duly seconded, the reading of the minutes of the Regular Meeting of August 11, 2026 was dispensed with and approved as printed.

MEETING AGENDA

PRESENTATION OF PETITIONS: (on file in Clerk's Office)

PRESENTATION OF COMMUNICATIONS: (on file in Clerk's Office)

REPORTS OF COMMISSIONS: (on file in Clerk's Office)

DEPARTMENTAL REPORTS: (on file in Clerk's Office)

REPORTS OF STANDING COMMITTEES: (on file in Clerk's Office)

LOCAL LAWS: 1 Attached

INDEX OF RESOLUTIONS: Attached

LEGISLATOR'S PRIVILEGE:

ADJOURNMENT:

"Say NO to Drugs"

RENSSELAER COUNTY LEGISLATURE
REGULAR MEETING

TUESDAY, SEPTEMBER 8, 2026

LOCAL LAWS		
LG/R	T-4	A LOCAL LAW OF THE COUNTY OF RENSSELAER PROHIBITING THE SALE OR DISTRIBUTION OF KRATOM IN RENSSELAER COUNTY
INDEX OF RESOLUTIONS		
COMMITTEE	RESOLUTION	TITLE
SS/B/R	G/1	RESOLUTION AUTHORIZING A PURCHASE OF CAR SIMULATOR - VAN RENSSELAER MANOR
J/B/R	G/2	RESOLUTION AUTHORIZING THE PURCHASE OF NETWORKING EQUIPMENT, SOFTWARE SUBSCRIPTIONS, AND PROFESSIONAL SERVICES - BUREAU OF PUBLIC SAFETY
C/PW/B/R	G/3	RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH COLLIERS ENGINEERING AND DESIGN FOR CONSTRUCTION INSPECTION SERVICES - HIGHWAY DEPARTMENT
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
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
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
C/B/R	G/7	RESOLUTION AUTHORIZING THE CHIEF FISCAL OFFICER TO ISSUE IN REM TAX FORECLOSURE SURPLUS FUNDS TO PRIOR OWNER - COUNTY ATTORNEY

PW/B/R	G/8	RESOLUTION AUTHORIZING THE APPROPRIATION OF HIGHWAY MACHINERY FUND BALANCE AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - HIGHWAY DEPARTMENT
PW/B/R	G/9	RESOLUTION AUTHORIZING THE REPAIR OF A TRACTOR - HIGHWAY DEPARTMENT
PW/B/R	G/10	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - AUTOMOTIVE MAINTENANCE
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
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
J/B/R	G/13	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - PUBLIC DEFENDER, CONFLICT DEFENDER AND PUBLIC ADMINISTRATOR
J/B/R	G/14	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY
J/B/R	G/15	RESOLUTION AUTHORIZING PAYMENT TO RESOLVE PENDING LITIGATION - COUNTY ATTORNEY
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
R	P/17	RESOLUTION ESTABLISHING TIME AND PLACE FOR A PUBLIC HEARING ON A SCHEDULE OF SEWER RENTS OR OF ANY SCHEDULE OF AMENDED SEWER RENTS- RENSSELAER COUNTY SEWER DISTRICT #1
R	P/18	RESOLUTION RECOGNIZING OCTOBER 6, 2026 AS COACHES DAY IN RENSSELAER COUNTY
R	P/19	RESOLUTION RECOGNIZING SEPTEMBER 27, 2026 AS NATIONAL GOLD STAR MOTHER'S AND FAMILIES DAY
R	P/20	RESOLUTION RECOGNIZING NATIONAL POW/MIA

		DAY, SEPTEMBER 19, 2025
R	P/21	RESOLUTION RECOGNIZING OCTOBER AS NATIONAL RETT SYNDROME AWARENESS MONTH IN RENSSELAER COUNTY
R	P/22	RESOLUTION RECOGNIZING OCTOBER AS NATIONAL BREAST CANCER AWARENESS MONTH IN RENSSELAER COUNTY
R	P/23	RESOLUTION RECOGNIZING SEPTEMBER 2026 AS SUICIDE PREVENTION AND AWARENESS MONTH IN RENSSELAER COUNTY AND SEPTEMBER 10, 2026 AS NATIONAL SUICIDE AWARENESS DAY
R	P/24	RESOLUTION RECOGNIZING THE MONTH OF OCTOBER 2026 AS DOMESTIC VIOLENCE AWARENESS MONTH
R	P/25	RESOLUTION RECOGNIZING OCTOBER 2026 AS NATIONAL BULLYING PREVENTION MONTH
R	P/26	RESOLUTION RECOGNIZING OCTOBER 23 - 31, 2026 AS NATIONAL RED RIBBON WEEK IN RENSSELAER COUNTY
R	P/27	RESOLUTION RECOGNIZING OCTOBER 2026 AS SUBSTANCE USE PREVENTION MONTH IN RENSSELAER COUNTY
R	P/28	RESOLUTION COMMEMORATING MAJOR LEAGUE BASEBALL PIONEER EDWARD "EDDIE" JAYKILL PHELPS
R	P/29	RESOLUTION URGING GOVERNOR KATHY HOCHUL AND THE STATE OF NEW YORK TO RESTORE FULL FUNDING FOR DOMESTIC VIOLENCE, RAPE CRISIS, CHILD ADVOCACY AND OTHER VICTIM SERVICES

Local Law Filing

New York State Department of State
Division of Corporations, State Records and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, New York 12231-0001
www.dos.state.ny.us/corps

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County of Rensselaer

Local Law No. T-4 of the year 2026

A local law of the County of Rensselaer Prohibiting the Sale or Distribution of Kratom in Rensselaer County

By: Patire, Hoffman, Loveridge, Film, Choquette, Bayly, Grant, Casale, Herrington, Maloney and Wysocki

Be it enacted by the County Legislature of the
(Name of Legislative Body)

County of Rensselaer as follows:

SECTION 1. AUTHORITY

The County Legislature adopts this Local Law pursuant to the New York State Constitution Article IX.

SECTION 2. LEGISLATIVE PURPOSE AND INTENT

The opioid-like plant *Mitragyna speciosa*, and parts thereof, are commonly known as “Kratom.” Kratom can be consumed in several forms, including as a tea, powder, or pill. The Federal Drug Administration (FDA) has warned of Kratom use due to risks of serious adverse effects and has issued an alert on consuming dietary supplements and ingredients that contain Kratom. The FDA has found that Kratom has a high potential for abuse, and poses an imminent hazard to public health, safety, and welfare.

This Local Law prohibits the sale of Kratom in Rensselaer County and authorizes Rensselaer County Health Department officials and law enforcement agencies to conduct regulatory inspections of entities suspected of Kratom sale, and to pursue enforcement remedies against such entities as is necessary to protect the public health, safety, and welfare, and to promote the public good.

SECTION 3. DEFINITIONS

For the purposes of this Local Law, the following terms shall mean:

“Kratom” shall mean the plant *Mitragyna speciosa*, and parts thereof, as well as products containing mytragynine, and the products derived from *Mitragyna speciosa* leaves, and any synthetic derivations thereof.

“Person” shall mean any individual, company, partnership, corporation, limited partnership, joint venture or other legal entity.

“Product derived from *Mitragyna speciosa* leaves” shall mean any substance created directly from Kratom, or its naturally occurring alkaloids, through extraction, isolation, concentration, chemical conversion, synthesis, or modification, and any synthetic derivations thereof.

“Retailer” shall mean any Person that sells, offers for sale, or maintains Kratom products.

SECTION 4. SALE PROHIBITED

It is prohibited to distribute or sell Kratom in Rensselaer County. This prohibition does not apply to the sale or distribution of FDA-approved Kratom and/or Kratom dispensed by a licensed pharmacist consistent with a prescription from a licensed physician.

SECTION 5. INSPECTION AND ENFORCEMENT

The Rensselaer County Public Health Department and all law enforcement agencies having jurisdiction in Rensselaer County are hereby authorized to enforce the provisions of this Local Law, including the ability to conduct regulatory inspections and compliance checks of any suspected Retailer within the County of Rensselaer and any vehicle used by such Retailer. Such compliance checks and regulatory inspections may occur during routine facility checks, pursuant to a complaint, or as part of a criminal investigation.

If Kratom is found during a compliance check, inspection, or criminal investigation, it shall be immediately confiscated. One year after a finding of a violation of this Local Law, such confiscated Kratom shall be destroyed.

SECTION 6. PENALTIES

Any Person that violates the terms of this Local Law shall receive a notice of violation from the Rensselaer County Health Department setting forth the charge(s), the total amount of Kratom confiscated, maximum civil penalty, related surcharges and hearing date.

Any Person that engages in the unlawful distribution or sale of Kratom shall be subject to a civil penalty of not more than five hundred dollars (\$500.00) per item confiscated.

Each subsequent violation of this Local Law shall be subject to a civil penalty of not more than one thousand dollars (\$1,000.00) per item confiscated.

Willful violation of this Local Law may result in criminal prosecution under New York State Public Health Law §12-b.

SECTION 7. VALIDITY AND SEVERABILITY

Should any word, section, clause, paragraph, sentence, part, or provision of this Local Law be declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any other part hereof.

SECTION 8. EFFECTIVE DATE

This Local Law shall take effect upon its filing with the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Local Law ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

Approved by the County Executive:

Dated: _____, 2026

Steven F. McLaughlin
County Executive

GOVERNMENT SERVICES

RESOLUTION NO. 2026136

RE: LOCAL LAW No. ____ of 2026 PROHIBITING THE SALE AND
DISTRIBUTION OF CONCENTRATED AND SYNTHETIC 7-
HYDROXYMITRAGYNINE (7-OH) KRATOM PRODUCTS IN
DUTCHESS COUNTY

Legislators VALDÉS SMITH, ATKINS, MUNN, and KAUL offer the following and move
its adoption:

RESOLVED, that the Legislature of the County of Dutchess adopt Local Law No. ____ of
2026 which has been submitted this day for consideration by said Legislature.

LOCAL LAW NO. ____ of 2026

RE: A LOCAL LAW PROHIBITING THE SALE AND DISTRIBUTION OF
CONCENTRATED AND SYNTHETIC 7-HYDROXYMITRAGYNINE (7-OH)
KRATOM PRODUCTS IN DUTCHESS COUNTY

BE IT ENACTED by the County Legislature of the County of Dutchess, State of New York, as follows:

SECTION 1. LEGISLATIVE INTENT.

Kratom, a tropical tree (*Mitragyna speciosa*) native to Southeast Asia, contains multiple compounds (including mitragynine and 7-hydroxymitragynine) that act upon the same receptors in the brain as opioid drugs. These compounds produce similar effects as opioids, such as sedation, nausea, vomiting, constipation, physical dependence and withdrawal, and respiratory depression that may lead to death. There are no drugs approved by the U.S. Food and Drug Administration (“FDA”) that contain kratom, and the FDA warns that kratom is not safe for use as a dietary supplement, citing the risk of serious adverse events such as liver toxicity, seizures, and substance use disorder. While 7-hydroxymitragynine occurs only in trace amounts in the natural kratom leaf, concentrated and synthetic 7-hydroxymitragynine (“7-OH”) products now sold in retail stores contain this compound at levels far exceeding those found in the plant, producing potent opioid-like effects and a heightened risk of dependence, overdose, and death.

The Legislature finds that, to protect the health and safety of its residents, products containing dangerously elevated concentrations of 7-hydroxymitragynine should not be sold or distributed in Dutchess County.

SECTION 2. AUTHORITY.

This Local Law is enacted pursuant to New York Municipal Home Rule Law § 10(1)(ii)(a)(12), as it relates to the protection, order, conduct, safety, health, and well-being of Dutchess County residents, and pursuant to Dutchess County Charter § 2.031, as the health and safety of Dutchess County residents is a subject of County concern.

SECTION 3. DEFINITIONS.

(a) “Kratom” means any part of the plant *Mitragyna speciosa*, whether growing or not; any compound, manufacture, salt, derivative, mixture, or preparation of such plant; all chemical compounds and alkaloids derived from such plant, including but not limited to mitragynine and 7-hydroxymitragynine; and all synthetic and semi-synthetic derivatives of such plant, including but not limited to MGM-15, MGM-16, and mitragynine pseudoindoxyl, or any structural analogue of any such compound, derivative, mixture or alkaloid.

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(b) “Kratom Product” means any product, good, article, or item containing, blended with, and/or derived from Kratom, including but not limited to extracts, tinctures, beverages, powders, capsules, tablets, foods, gummies, vapes, and prepackaged retail items.

(c) “Person” means any individual, business, company, firm, partnership, limited partnership, limited liability partnership, joint venture, corporation, not-for-profit corporation, limited liability company, estate, trust, or any other legal entity.

(d) “Prescription” means an official New York State prescription, an electronic prescription, an oral prescription, or an out-of-state prescription as those terms are used in Article 33 of the New York Public Health Law and Article 137 of the New York Education Law.

(e) “Prohibited 7-OH Product” means any Kratom or Kratom Product that contains 7-hydroxymitragynine at a level that exceeds two percent (2%) of the total alkaloids or one milligram (1 mg) per serving.

SECTION 4. SALE OR DISTRIBUTION PROHIBITED.

No Person may sell, offer for sale, or otherwise distribute a Prohibited 7-OH Product in the County of Dutchess to any other Person. This prohibition applies to any Person, including any online platform, wherever located, and a sale, offer for sale, or distribution shall be deemed to occur in the County of Dutchess whenever a Prohibited 7-OH Product is delivered or shipped to an address within the County. This prohibition does not apply to the sale or distribution of a Prohibited 7-OH Product pursuant to a Prescription issued by a Person licensed, authorized, or otherwise permitted in New York State to issue a Prescription. This prohibition will not apply to the sale or distribution of a Prohibited 7-OH Product if that product is approved by the FDA. Liability under this section is strict; it shall not be a defense to a violation that the Person did not know, or had no reason to know, that a product constituted a Prohibited 7-OH Product.

SECTION 5. ENFORCEMENT AND PENALTIES.

This Local Law shall be enforced by the Dutchess County Department of Health. The Commissioner is authorized to promulgate rules and regulations and to take any and all other actions reasonable and necessary to enforce this law in accordance with the authority enumerated in the Dutchess County Sanitary Code including, but not limited to, conducting inspections; investigating all claims and violations; issuing all notices and orders; conducting hearings; and any other processes that may be necessary in the enforcement of this law.

Any Person that sells, offers for sale, or distributes a Prohibited 7-OH Product to another Person shall be subject to a civil penalty of not more than one thousand five hundred dollars (\$1,500) for a first violation, and not more than three thousand dollars (\$3,000) for each subsequent violation. For purposes of this section, a violation shall be considered a subsequent violation if it occurs within thirty-six (36) months of a prior violation by the same Person. Where any such sale, offer for sale, or distribution is made to a person under twenty-one (21) years of age, the maximum civil

GOVERNMENT SERVICES

penalty for that violation shall be increased by five hundred dollars (\$500). Each sale, offer for sale, or distribution of a Prohibited 7-OH Product shall constitute a separate violation. These penalties do not apply in those circumstances in which the sale or distribution of a Prohibited 7-OH Product is not prohibited by this Local Law.

SECTION 6. SEVERABILITY.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgement shall be rendered.

SECTION 7. REVERSE PREEMPTION

This article shall be null and void on the day that statewide legislation goes into effect incorporating either the same or substantially similar provisions as are contained in this local law or in the event that a pertinent New York State or United States of America administrative agency issues and promulgates regulations preempting such action by the County of Dutchess.

SECTION 8. SEQRA DETERMINATION.

It is hereby determined, pursuant to the provisions of the New York State Environmental Quality Review Act, ECL § 8-0101, et seq., and its implementing regulations, 6 NYCRR Part 617, that the adoption of this Local Law is a "Type II" Action within the meaning of 6 NYCRR §§ 617.5(c)(26) and (33), and, accordingly, is of a class of actions which do not have a significant impact on the environment and no further review is required.

SECTION 9. EFFECTIVE DATE.

This local law shall take effect immediately upon filing in the Office of the Secretary of State.

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by the requesting department)

Total Current Year Cost \$ _15,000_____

Total Current Year Revenue \$ _0_____
and Source

Source of County Funds (check one):

- | | | |
|---|--|--------------------------------------|
| ☒ Existing Appropriations | ☐ Contingency | ☐ Transfer of |
| ☐ Additional Appropriations | ☐ Other (explain) | Existing |
| | | Appropriations |

Identify Line Item(s):

Related Expenses: Amount \$ _15,000__

Nature/Reason:

Anticipated Savings to County:	Net County Cost (this year): __\$15,000__
_____0_____	Over Five Years: __\$225,000__

Are there any costs associated with this resolution that impact any municipality within Dutchess County? _NO_ (If YES, provide detail here or separately)

Additional Comments / Explanation:

Health Department staff will need to perform outreach and education as well as surveillance to implement the proposed Local Law. The annual cost is projected at \$45,000 with a prorated amount of \$15,000 for this year.

Prepared by: _Anthony Ruggiero / Kristofer Munn_ Prepared On: _7/29/2026_

Charette, Jessica

From: Kelli McCann <kellianne.mccann@gmail.com>
Sent: Tuesday, August 11, 2026 4:09 PM
To: Charette, Jessica
Subject: In support of banning kratom in Rensselaer County

Warning: Unusual sender <kellianne.mccann@gmail.com>

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

Dear Members of the Rensselaer County Legislature,

My name is Kelli McCann. I am writing in support of banning kratom in its entirety in Rensselaer County. My oldest child and only son, Benjamin, died from acute mitragynine intoxication on 09/12/2024. Benjamin used kratom to manage pain from psoriatic arthritis, believing it was a safe, natural alternative to prescription medications — as harmless as coffee. This misconception cost him his life and has left our family with indescribable heartbreak.

Although I reside in Montana, my advocacy for banning kratom extends nationally because this is not just a state issue; it is a matter of humanity. Kratom is sold and shipped across the United States, and my son received his supply from an out-of-state vendor.

Benjamin and I discussed kratom once. He described it in a way that made me think it was like green tea; kratom is often referred to as "tea." I had no concerns. I was shocked to learn the truth about kratom when I began researching it after Benjamin's death. It was upsetting to discover that many states did not act when the DEA attempted to classify kratom as a controlled substance in 2016. Since then, the situation has escalated, with more dangerous derivatives, rising deaths, addiction, and adverse health effects. I have connected with many families who have suffered the same devastation of losing a loved one to kratom.

Regulation alone will not protect the public and may even foster a false sense of safety and the misconception that kratom-related issues have been resolved. Kratom includes mitragynine, 7-hydroxymitragynine and 40+ additional alkaloids. If it is not banned its entirety, access to all the alkaloids remains as well as the ability to continue creating more dangerous derivatives.

I am including links with further information regarding kratom and its industry. The first one includes a letter signed by eleven state senators to the Commissioner of the Food and Drugs encouraging consideration for kratom to be banned in its entirety. The second one is from a site created by a pharmacist who advocates for kratom to be banned. The fourth and fifth links include statements regarding kratom from Dr. Christopher McCurdy – a researcher in Florida. He is believed to be aligned with the kratom industry but his comments in the following links support that there is much not known about kratom. The seventh link is a brief podcast by Jermaine Galloway (Tall Cop Says Stop) that puts the kratom issue into perspective so well. The last one is an article I interviewed for to bring awareness in my own state.

- [Ricketts' Letter Calls on FDA to Address Kratom Scheduling Loophole - Senator Pete Ricketts](#)
- [Kratom Briefing for Lawmakers | Mothers Against Herbal Abuse](#)
- [The law and the profits: Inside kratom's political underbelly | Courthouse News Service](#)
- [Examining kratom's growing controversy, use in U.S.](#)
- nccih.nih.gov/training/videolectures/22/3

- Deadly Dose - A Tampa Bay Times investigation into the kratom industry
- The Tides Are Shifting on Krat... - Tall Cop Says Stop™ - Boots On The Ground - Apple Podcasts
- Parent warns of the dangers of kratom after son's death

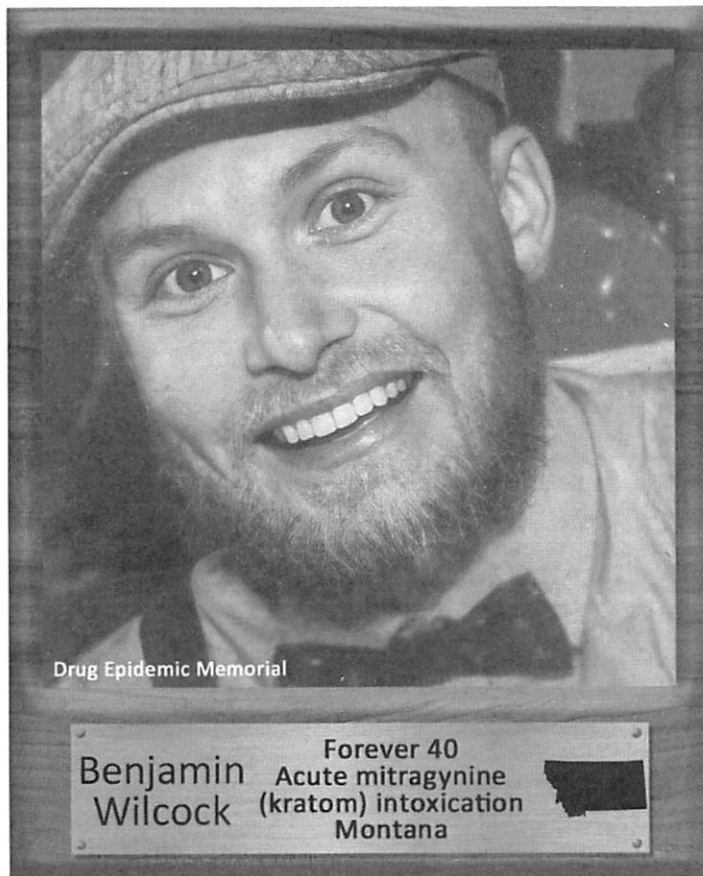
The American Kratom Association is defending and protecting the kratom industry without regard for those who have died because of this substance. One of their lobbyists often discredits coroners and medical examiners, claiming our loved ones did not die from kratom. The Association played a significant role in stopping the 2016 DEAs ban effort. This decision cost many families, including mine, beyond measure. The DEA continues to list kratom as a "drug of concern".

Please support scheduling/banning kratom in its entirety and protect Rensselaer County citizens from the devastation kratom has caused many individuals and families.

Thank you for your time and consideration.

Respectfully,

Kelli McCann (Benjamin's mom)





Charette, Jessica

From: Wendy Chamberlain <wchamberlain12@icloud.com>
Sent: Tuesday, August 11, 2026 3:48 PM
To: Charette, Jessica
Subject: T-4 (Intro) of 2026 — Please Protect Rensselaer County From All Kratom Products

Warning: Unusual sender <wchamberlain12@icloud.com>

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

Dear Members of the Rensselaer County Legislature,

My name is Wendy Chamberlain, and I am the founder and president of Kratom Danger Awareness, Inc., a national nonprofit dedicated to educating families, communities, and policymakers about the risks associated with kratom.

I am writing regarding T-4 (Intro) of 2026, the proposed local law prohibiting the sale and distribution of kratom in Rensselaer County.

I strongly support Rensselaer County taking a comprehensive approach that addresses the kratom plant itself, *Mitragyna speciosa* and mitragynine, along with 7-hydroxymitragynine (7-OH), extracts, concentrates, synthetic and semi-synthetic products, and emerging kratom derivatives.

My reason for becoming involved in this issue is deeply personal.

I lost my only son, Joseph, on August 30, 2020. He was just 38 years old, a father of three and a business owner.

Joseph was not using today's concentrated 7-OH tablets, shots, or newly synthesized kratom derivatives. He was using whole-leaf kratom powder, which he used for energy and focus.

One evening, Joseph sat down in his recliner to watch television. He never woke up.

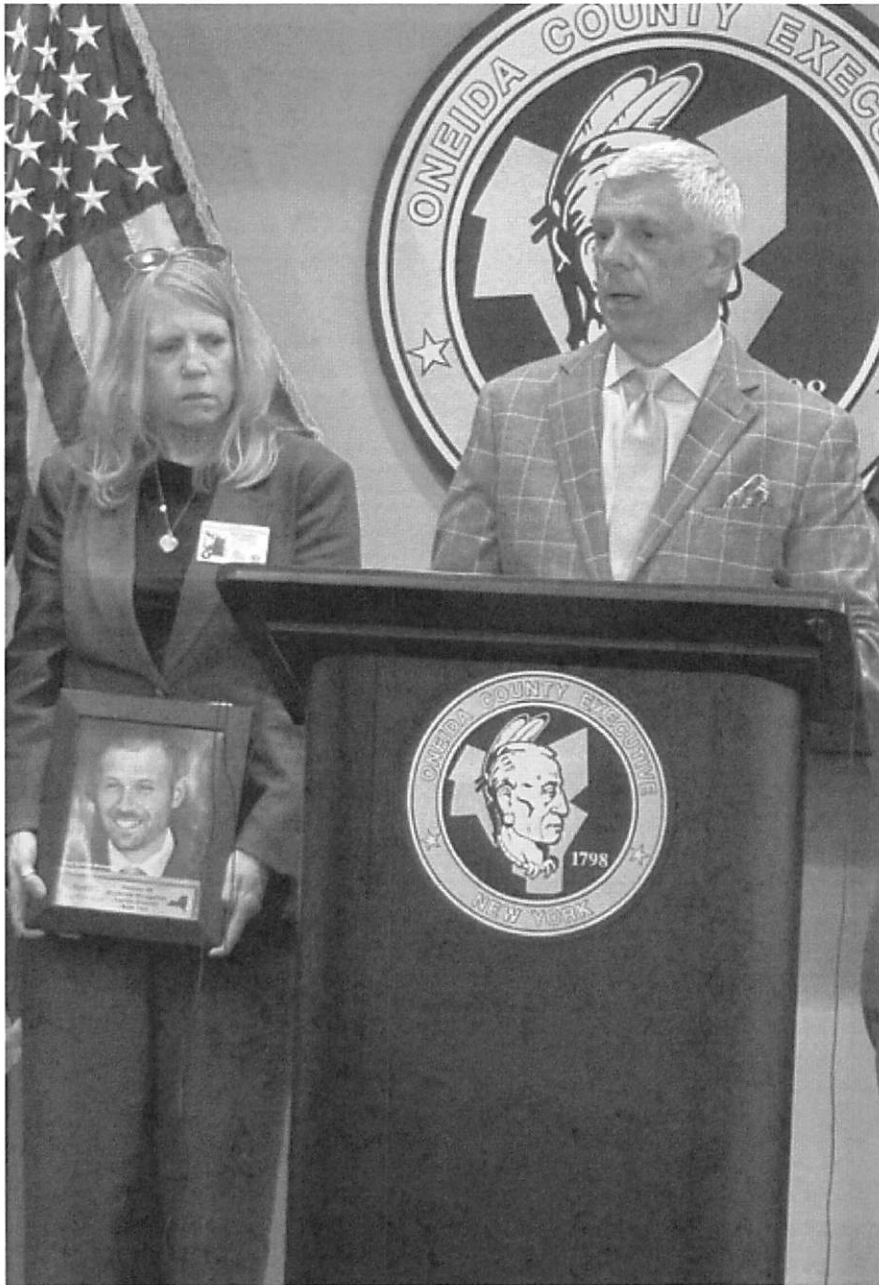
His death certificate and autopsy attributed his death to accidental mitragynine toxicity. Mitragynine was the substance identified in his toxicology.

Joseph died years before the current wave of highly concentrated 7-OH products became the focus of national attention.

This is why I believe it is so important that local governments not address 7-OH while overlooking the underlying kratom plant and mitragynine.

Rensselaer County would not be standing alone in taking comprehensive action.

Oneida County has already implemented a public health order prohibiting the sale of kratom and kratom-derived products and has introduced local legislation intended to make those protections permanent.



Nassau County has also enacted legislation prohibiting the sale and distribution of kratom and products containing kratom.

Oswego County is also actively examining the kratom issue, with further local consideration underway.

These actions demonstrate that communities across New York are increasingly asking whether addressing only the newest concentrated derivatives goes far enough.

I fully support removing concentrated 7-OH, mitragynine pseudoindoxyl and other emerging derivatives from the marketplace. But those products are not where this problem began.

Families were losing loved ones before today's 7-OH marketplace existed.

Please do not create a distinction that unintentionally tells consumers that because something is called "natural kratom," it has therefore been established as safe.

I respectfully ask you to carefully consider my son's case and the experiences of other families as you consider T-4. I would be grateful for the opportunity to provide supporting documentation, including information relating to Joseph's death, as well as additional information collected through Kratom Danger Awareness.

Thank you for taking this issue seriously and for considering comprehensive action to protect Rensselaer County residents.

Please distribute this correspondence to every member of the Rensselaer County Legislature and include it in the legislative record relating to T-4 (Intro) of 2026.

I can send my sons toxicology upon request and a copy of Oneida County's Ordinance

Sincerely,

Wendy Chamberlain
(315)886-2965
Founder & President
Kratom Danger Awareness, Inc.

<https://www.kratomdangerawareness.org/>

Charette, Jessica

From: Susan Eppard <switchinz@yahoo.com>
Sent: Tuesday, August 11, 2026 3:46 PM
To: RenscoLeg
Subject: my son died from kratom leaf powder
Attachments: Matthews-autopsy.pdf; Michigan Matthew Eller 22 Susan Eppard.JPG

Warning: Unusual sender <switchinz@yahoo.com>

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

Please distribute my email to all Rensselaer County legislatures.

I support banning all forms of kratom.

My name is Susan Eppard. I am the mother of Matthew Eller, who died at just 22 years old from the toxic effects of whole-leaf kratom. Matthew was a healthy young man with no underlying medical conditions. His autopsy and toxicology reports were entirely clear of prescription medications, illegal substances, or alcohol. His cause of death was explicitly ruled as the toxic effects of mitragynine, the primary alkaloid found naturally in the kratom leaf. He did not ingest 7-OH or semi-synthetic derivatives; he was killed by the least potent, natural form of this plant available on the U.S. market.

I am sharing my son's story because his preventable death represents a systemic public health failure. Kratom remains a dangerous, highly addictive drug sold nationwide with almost no government oversight. Because testing is expensive, the industry is left to police itself, resulting in a marketplace with no dosing standards, no purity requirements, and deeply deceptive labeling. While reputable retailers and major payment processors refuse to touch these products, opportunistic vendors exploit loopholes and mislabel packages to sell them openly at local gas stations, smoke shops, and online platforms with virtually no age verification.

For vital information on the truth about kratom please visit: [Antikratom.org](https://antikratom.org)

A growing number of states—including Louisiana, Connecticut, Kansas, Tennessee, Alabama, Arkansas, Indiana, Wisconsin, and Vermont—have already banned kratom including North Dakota via Executive Order, and Kentucky ban goes into effect in July of 2027. Others are actively pursuing total bans. Industry advocates frequently argue that restrictions will push users to harder substances, but this speculative, fear-based claim should not dictate policy. Effective public health measures must address documented, real-world harms. The data is clear: kratom causes severe dependency, emergency room visits, and tragic fatalities. Matthew's autopsy is undeniable proof of that reality. I urge you to take immediate action to ban this lethal drug and prevent other families from burying their children.

Tens of thousands of US kratom vendors heavily fund advocacy groups like the American Kratom Association and the Global Kratom Coalition. Utilizing a network of aggressive lawyers and lobbyists, these organizations fiercely oppose all product bans and strict regulations. To maintain market legality, they launch massive email campaigns targeting local municipalities, regardless of whether they have a local connection to the community.

There's another urgent reason to act beyond the harms caused by leaf kratom itself. Kratom is the necessary ingredient to produce far more potent, semi-synthetic compounds such as 7-hydroxymitragynine and mitragynine pseudoindoxyl. Those substances require kratom to be made.

If kratom remains readily available to anyone with internet access, we will not only continue to see deaths from whole-leaf products, we will fuel the creation of even more dangerous drugs.

Compare how we handle other precursor or risky substances. Sudafed is not addictive and is far less harmful than kratom, yet it is kept behind pharmacy counters, sold in limited amounts, requires ID, and is logged for law enforcement inspection because it is used to make methamphetamine. If we can control access to legal, low-risk precursors used to make dangerous drugs, we can and should control access to kratom, which has already been linked directly to deaths.

Age restrictions are not sufficient. Most Kratom documented deaths were of people over 21. Limits on youth access will not address the larger problem of adults buying unregulated, mislabeled, and increasingly potent kratom products online. Nor will voluntary industry standards solve it when documents and payment processors already indicate retailers are circumventing safeguards.

Kratom is being deceptively added to seltzers, gummies, honey stix and candies. Vendors give initial doses away for free to hook consumers.

I personally ordered Kratom through a link on the American Kratom Association's website and was sent free product to Florida, a state with age restrictions, no credit card required, no proof of age beyond clicking a button. I gave Senator Morris of Louisiana this information, they sent him free kratom, he mentioned it in a hearing, and Mac Haddow of the AKA's response was, "we don't control the marketing practices". They have 40 plus Kratom dealers listed on their website, and at least 6 of these are in Kratom wrongful death lawsuits, yet the AKA is unable or unwilling to monitor them. View The AKA's own Mac Haddow confessed they don't even monitor their own kratom dealers: Louisiana kratom ban hearing with Haddow's confession: <https://www.youtube.com/watch?v=aT4fuOEwng8> minute mark 4.50

The American Kratom Associations leading lobbyist Mac Haddow falsely claimed in a meeting in Wisconsin that the Kratom ban in Vermont was repealed in an attempt to dupe lawmakers remove the Wisconsin Kratom Ban. <https://youtu.be/s3uNAUieHh0?si=oILbhdWFSBcv1ezb> minute mark 15:57

Every death like Matthew's is preventable. Banning kratom will not erase the pain that my family carries, but it can prevent future families from suffering the same devastating loss. Please support a ban on all forms of kratom and measures to enforce it. Protect our communities. Protect our children and our young adults. Remember my Son Matthew, when you consider what action to take because he should have lived.

Please contact me if you have any questions or concerns.

Thank you.

Toxicology/autopsy results and Matthew's photo are attached.

Sincerely,

Susan Eppard (Matthew's Mom)
231-286-4498
switchinz@yahoo.com

Charette, Jessica

From: Susan Cave <williamscottcave@outlook.com>
Sent: Sunday, August 16, 2026 8:19 PM
To: Charette, Jessica; khoffman@renscom; RenscoLeg
Subject: Support for kratom ban in New York

Warning: Unusual sender <williamscottcave@outlook.com>

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

Please distribute this email to all Rensselaer County legislatures. Thank you

Thank you for addressing the very real danger of raw leaf kratom in Rensselaer County New York,

Please don't be fooled by the testimonies you will hear from the pro-kratom community and all of the AKA, GKC, HART lobbyist who actually write the laws that govern its own 2 billion dollar kratom industry.

Regulating this industry will not stop deaths. The entire leaf needs to be banned because this is the source and only source for dangerous semi synthetic derivates like 7-OH, Mitragynine pseudoindoxyl, MGM 15 and MGM 16. Please don't be confused when people try to convince you that raw kratom is harmless and completely different from substances like 7-OH, pseudoindoxly, MGM15 and 16.

People are not only dying from dangerous semisynthetic derivatives made from raw kratom leaf but people are dying from raw leaf kratom alone. Most deaths involve other drugs whether legal/prescribed or illegal.. This should not deflect from the fact that people are becoming addicted and dying from this substance.

The pro kratom community likes to spin the truth and blame the "other substance/s" or call the victim irresponsible, defying the knowledge and expertise of medical examiners and trained medical professionals. Please push this bill through. Please make it happen.

My 32 yo son, William Cave, died while wade fishing at St Marks light house in Wakulla County FLORIDA on 20th April 2024. Witnesses who were fishing in a small boat close to shore saw Will fall face forward and not get up,,there was no struggle or attempt to get up. By the time they got to him and pulled him to shore, he was gone. William was wearing a go-pro camera which recorded his death. When Williams' toxicology and medical examiner report came back, it showed Will had accidentally drowned and the only contributing cause was mitragynine (Kratom) toxicity. My son did not use illicit drugs or drink alcohol...or anything like that. He took kratom to supplement his prescribed antidepressant meds in hopes of feeling better. He thought it was safe because it is marketed as safe.

Since his death, I have been on a mission to advocate for change by educating lawmakers at the state and local levels of government, by providing support for other families who have lost a loved one from kratom and by reaching the public through news/ social media outlets. I am supported in my advocacy work by kratom Danger Awareness, a non-profit dedicated to protecting communities and spreading awareness.

Thank You, Susan Cave, Mother of William

Thank You,
Susan Cave, mother of William S. Cave...forever 32
williamscottcave@outlook.com

WHY REGULATING KRATOM WONT WORK and WHY JUST REMOVING DANGEROUS DERIVATIVES MADE FROM KRATOM WONT WORK

- 1 Kratom does not have a safety profile or standardized dosing.
- 2 Labels and age restrictions do not change Kratom's pharmacology.
- 3 States that have passed regulation laws continue to see kratom-involved deaths.
- 4 Raw kratom alone causes deaths as proven by toxicology reports and medical examiner reports!
- 5 There are over 40 alkaloids in raw kratom and still not a complete understanding of the two main ones—mitragynine and 7-hydroxymitragynine (7-OH).
- 6 The kratom plant and products made from kratom are extremely variable in their make-up. Every leaf is different depending where it is grown overseas, the environmental growing conditions, how it is harvested, how long it is cured, how long it is allowed to ferment and the manufacturer's processing technique.
- 7 Mitragynine found in the kratom leaf is metabolized naturally inside the body into 7-hydroxymitragynine (7-OH). Because of this fact, you cannot say 7-hydroxymitragynine is a completely different substance than raw ground-up kratom: they are one and the same.
8. It is a known fact that kratom manufacturers, retailers, users and advocates say kratom is a do-it-yourself remedy for everything from pain, cough and depression to diarrhea, and addictions. Kratom is marketed as a drug and bought as a drug even though the FDA states "Therefore, kratom is not lawfully marketed in the U.S. as a drug product, a dietary supplement, or a food additive in conventional food."
9. There are Online forums, right now, full of stories of people who became addicted to something they thought was going to help them. There are websites like "**Grow Kratom**" that actually warns customers, "to NOT use their products if you're subject to any form of drug testing."
The Single Ascending Dose (SAD) clinical study, often cited by industry advocates, was an early-phase pharmacology experiment, not a safety study. The study was not intended to determine long-term safety or evaluate real-world use patterns.
- 10 Regulations cannot keep pace with the 1.5 billion \$ kratom industry.

11. Bad actors will always look to enter a market, find a product they can exploit, re-create it and synthesize it to become a product more addictive and deadly than ever before. Right now, on social media you can easily find links and websites with people giving step-by-step instructions on how to make 7-OH from raw kratom. Any Regulation, no matter how strongly written, cannot stop the industry's manipulation of alkaloids, cannot stop overdoses, and cannot prevent more families from suffering the loss mine has endured

12. Testimonies from kratom advocates and consumers tell how thanks to kratom, they are now able to be productive members of society, or they are no longer dependent on street or prescription drugs, or how they can function well enough to enjoy their grandchildren and just life in general. My son, William, was never a non-functioning, non-productive member of society. My son, William, will never get to see his 11 yr old dtr grow up,, much less get to one day enjoy his grandchildren.

13 The public has no idea what they are really ingesting. In reality, Kratom is a drug and a very deadly one at that. It is an addictive opioid-like drug and many thousands of families have experienced tremendous loss and heartbreak because of it. It is truly tragic to know something so readily available can create so much misery and heartbreak.

14. Any Kratom Consumer Protection Act (KCPA) is a laughable solution and gives a false sense of security to the consumer. Allowing the availability of kratom keeps the market-place door open for consumers to purchase future & novel synthetic derivatives. A ban is the only effective way to prevent these products from reaching the public.

Charette, Jessica

From: MacGillfrey, Cheyenne
Sent: Wednesday, August 19, 2026 3:43 PM
To: Bott, Virginia; Charette, Jessica; Tutunjian, Harry; billfilm1@gmail.com; Bob Loveridge (rclrrlove52@gmail.com); 'bruce.patire@yahoo.com'; burdenlakecc@yahoo.com; 'danfcasale@gmail.com'; 'jeffwy26@aol.com'; 'kellyh518@aol.com'; 'khherrington@aol.com'; maloney.w35@gmail.com; 'rbayly6@gmail.com'; 'Tom Grant'
Subject: FW: Please Reject the Proposed T-4 Kratom Ban and Follow the Science

From: Tracey Hudson <traceyhfrey@gmail.com>
Sent: Wednesday, August 19, 2026 3:42 PM
To: Tracey Hudson <traceyhfrey@gmail.com>
Subject: Please Reject the Proposed T-4 Kratom Ban and Follow the Science

Warning: Unusual sender <traceyhfrey@gmail.com>

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

Dear Members of the Rensselaer County Legislature,

I am writing regarding the proposed **Local Law T-4 of 2026**, which would prohibit kratom sales in Rensselaer County. I am asking you, as respectfully and sincerely as I can, to **reject this blanket ban and take the time to understand what natural kratom actually is—and how fundamentally different it is from concentrated and synthetic 7-hydroxymitragynine (7-OH) products.**

My name is **Tracey Hudson**. I live in neighboring Fulton County, and I have been a natural leaf kratom consumer for nearly a decade. I am also a mother, a Little League softball coach, a PTO volunteer, a New York small business owner, and the owner of **The Kratom Shop in Schenectady**, where we sell independently lab-tested natural leaf kratom.

This isn't just a policy issue for me. It's personal.

Nearly ten years ago, after the birth of my daughter, I developed severe postpartum anxiety. I developed irrational fears of falling asleep, driving my car, and eventually even leaving my home. I was trapped inside my own life of anxiety.

I did what I was supposed to do. I went to my doctor. I was prescribed medication after medication, different dosages and combinations, including highly addictive Xanax. They didn't give me my life back. In some cases, the side effects made things even worse.

I eventually reached a point where I felt I had nothing left to lose.

Then I found **natural leaf kratom**.

It changed my life.

It gave me my independence back. It allowed me to drive again, leave my house, and be present for my daughter. Today, I'm coaching Little League, volunteering at her school, running a business, and living a life I genuinely wasn't sure I would ever get back.

I am asking you to please understand the difference between what changed my life and the products that are now creating legitimate public health concerns.

Natural leaf kratom and synthetic 7-OH are not the same thing.

Natural kratom is a botanical from Southeast Asia that has been used traditionally for centuries. Its primary alkaloid is mitragynine, along with dozens of other naturally occurring alkaloids. During natural processing, only trace amounts of 7-OH occur in the leaf.

Concentrated and synthetic 7-OH products are something very different. They are manufactured to contain extremely high concentrations of 7-hydroxymitragynine and have a much more potent opioid-like pharmacological profile.

And this isn't simply my opinion.

The federal government understands the distinction.

The DEA has announced that 7-OH products meeting its criteria will be placed into **Schedule I**, while explicitly distinguishing those products from natural botanical kratom.

New York State has also recognized the distinction. Legislation banning concentrated/synthetic 7-OH while allowing traditional natural leaf kratom to remain available has passed both houses of the Legislature and is awaiting the Governor's signature. The 7-OH threshold was specifically structured so that naturally occurring trace amounts in traditional kratom would not eliminate natural leaf products from the market.

The **FDA, DEA, HHS, and New York State** are not treating natural botanical kratom and synthetic 7-OH as interchangeable products. There is a reason for that.

I am asking Rensselaer County to follow that science and follow the direction of the state and federal government rather than moving in the opposite direction.

There is another issue I hope you will consider.

Some legislators are concerned about accessibility to kids and as a mother, that's my utmost concern because kratom is an adult product. Natural kratom products are already restricted to consumers **21 and older under New York law**. If minors are obtaining these products, that is an enforcement problem—not evidence that every adult should lose access.

A blanket prohibition would punish the responsible adults who are already complying with the law while doing nothing to address the illicit sale of products to minors.

Approximately **24 million Americans** consume kratom for a wide variety of reasons. Some use it as a botanical wellness product. Others use it for energy and focus, chronic pain, or—most importantly—as a harm-reduction tool to move away from more dangerous substances.

For someone using natural kratom to stay away from opioids, removing access isn't necessarily a neutral decision. It will have consequences.

I am begging you to **slow down and get this right**.

Please don't make public health policy based on headlines, anecdotes, or products that are being mislabeled as "kratom" when they are actually concentrated or synthetic 7-OH.

Look at the science. Look at the pharmacology. Look at what New York State and the federal agencies are actually doing.

If the concern is synthetic 7-OH, regulate and prohibit synthetic 7-OH.

If the concern is protecting children, enforce the existing 21+ law.

If the concern is product safety, require laboratory testing with the burden to fall on the retailer. Accurate labeling and warning statements are required by NYS beginning in November 2026.

But please don't eliminate access to traditional natural leaf kratom for millions of responsible adults because of a completely different category of products.

I respectfully ask the Legislature to reject **Local Law T-4 of 2026** as written and instead consider a targeted, science-based regulatory framework that protects consumers while preserving access to natural leaf kratom.

I would also welcome the opportunity to speak at the **September 2 Public Forum** and provide additional information or connect the Legislature with qualified experts who can explain the science behind the distinction between natural kratom and 7-OH.

Thank you for taking the time to hear my story and, more importantly, for taking the time to understand the people who will be affected by this decision.

Respectfully,

Tracey Hudson
Fulton County, NY
Owner, The Kratom Shop
Natural Kratom Consumer for Nearly 10 Years

Charette, Jessica

From: MacGilfrey, Cheyenne
Sent: Wednesday, August 19, 2026 4:33 PM
To: Bott, Virginia; Charette, Jessica; Tutunjian, Harry; billfilm1@gmail.com; Bob Loveridge (rclrrlove52@gmail.com); 'bruce.patire@yahoo.com'; burdenlakecc@yahoo.com; 'danfcasale@gmail.com'; 'jeffwy26@aol.com'; 'kellyh518@aol.com'; 'khherrington@aol.com'; maloney.w35@gmail.com; 'rbayly6@gmail.com'; 'Tom Grant'
Subject: FW: Please Support Safe Access to Natural Kratom - NO BAN!

From: Jeremy DeLuca <flexdeluca@gmail.com>
Sent: Wednesday, August 19, 2026 4:31 PM
Subject: Please Support Safe Access to Natural Kratom - NO BAN!

Warning: Unusual sender <flexdeluca@gmail.com>

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

Dear Member,

I wanted to respectfully reach out regarding conversations or proposed actions surrounding kratom in your area.

For many responsible adults, natural kratom leaf is an important part of their daily lives. Thousands of consumers rely on it as part of their personal wellness routines, and continued legal access matters deeply to the people and families in your community. Removing access to natural kratom could negatively impact many individuals who depend on it and may push consumers toward unsafe or unregulated alternatives.

We also want to make it clear that there is a major difference between natural kratom leaf and newer synthetic or chemically altered compounds, including products commonly referred to as "7-OH." We strongly support regulations that target synthetic products, require age restrictions, proper labeling, product testing, and consumer safety standards.

Our position is simple:

- Keep natural kratom legal for responsible adults (kratom powder, capsules, extracts)
- Support sensible regulations and consumer protections
- Crack down on dangerous synthetic or misleading products
- Protect local businesses and consumers in your community

There are many responsible businesses operating in your area that provide jobs, generate tax revenue, and serve adult consumers who value having access to safe, tested products. A complete ban on natural kratom would hurt local businesses and the people who rely on these products responsibly every day.

We believe thoughtful regulation is a far better approach than prohibition. Many states across the country have already implemented consumer protection frameworks that help ensure safety while preserving legal access for adults.

Thank you for your time and consideration. I appreciate your willingness to listen to consumers, local businesses, and community members as these discussions continue.

Sincerely,

Jeremy DeLuca
CEO and Founder of Parform
Co-Founder of [Bodybuilding.com](https://www.bodybuilding.com)



HUDSON VALLEY BOTANICALS

Poughkeepsie, New York | Established 2017

scott@hudsonvalleybotanicals.com | www.hudsonvalleybotanicals.com

RENSSELAER COUNTY KRATOM BACKGROUNDER | AUGUST 2026

THE DISTINCTION EVERY THRESHOLD IS BUILT ON

Kratom leaf contains 7-hydroxymitragynine (7-OH) naturally, at or below roughly two percent of total alkaloid content. The products driving the regulatory response are concentrated and semi-synthetic 7-OH goods sold at concentrations the plant does not produce. Federal and state law have both drawn the line at that concentration, not at the plant.

FEDERAL

- July 2026: the DEA moved to temporarily place concentrated 7-OH and related compounds, including mitragynine pseudoindoxyl, MGM-15 and MGM-16, into Schedule I. The threshold in that action is set so that natural leaf falls outside it.
- Kratom leaf itself is not federally scheduled, is not FDA approved for any use, and is not an approved dietary ingredient. Nothing here is a health or therapeutic claim.

NEW YORK STATE

- **December 22, 2025.** The Governor signed two laws now in effect: sales to anyone under 21 are prohibited with civil penalties, and every product must carry a warning label and full ingredient disclosure. Marketing kratom as “all natural” is prohibited.
- **June 2026.** S8925-A prohibits the sale, offer for sale, delivery, or distribution of any product containing 7-OH above two percent of total alkaloids or one milligram per serving. It passed the Senate 61 to 0 and the Assembly in June, awaits the Governor, and takes effect 90 days after signing.
- **Local relevance.** The bill's co-sponsors include Senator Jake Ashby, whose 43rd District covers all of Rensselaer County. He voted for it.

WHERE NEW YORK COUNTIES STAND ON KRATOM, AS OF AUGUST 21, 2026

COUNTY	ACTION TAKEN	DATE
ADOPTED OR ORDERED		
Nassau	Prohibited all kratom sales	March 2026
Suffolk	Regulatory framework; tested leaf permitted	Signed July 30, 2026
Dutchess	7-OH threshold prohibition; leaf permitted	Adopted August 10, 2026
Oneida	Prohibited all kratom sales	Adopted August 12, 2026
Albany	All-kratom ban by executive health order, not a local law	Effective August 31, 2026
STILL IN PROGRESS		
Warren	Declined a local ban; sought a letter backing the state Synthetic Kratom Kills Act	Committee, July 21, 2026
Oswego	Youth-access law redirected toward a full ban; public hearing pending	Hearing September 10, 2026
Rensselaer	T-4: all-kratom prohibition; 11 of 19 members sponsoring	Hearing and vote Sept. 8, 2026

Warren chose a letter of support for the state Synthetic Kratom Kills Act (S10514 / A10969), which prohibits synthesized and adulterated kratom while requiring testing and labeling for natural products. Oswego's counsel, asked to draft an outright ban, raised state preemption, home-rule limits, and Oswego's non-charter status; T-4 raises the same questions.

SCALE, AND WHAT A COUNTY LINE CAN AND CANNOT REACH

Rensselaer County has roughly 160,500 residents. T-4's own enforcement section reaches retailers within the county and any vehicle they use. Nothing in the draft reaches an out-of-county seller shipping in, a provision the Dutchess text expressly includes. As written, the law closes the local shops that can already be inspected and leaves the mail untouched, while a threshold law reaches the same shops and the shipped products both.

WHAT COMPLIANCE ALREADY LOOKS LIKE WITHOUT A MANDATE

Leaf only, no 7-OH and no concentrated extracts. Age verification wherever the law requires it, New York included. Third-party lab testing with published certificates. State-compliant labeling. Shipments blocked into every prohibiting jurisdiction. A local law can require all five of every seller.

THE ASK

Amend T-4 on the floor September 8 to prohibit concentrated and synthetic 7-OH at the S8925-A thresholds, keep every enforcement tool already drafted, the confiscation, the per-item penalties, and the criminal referral, aimed at those products, and add the online-seller provision the draft lacks. Dutchess County Resolution 2026136 is a working New York model: filed by legislators after their Executive proposed a full ban, and adopted unanimously.

Disclosure. Prepared by Scott Urbin, owner of Hudson Valley Botanicals LLC of Poughkeepsie, New York. I sell kratom leaf into Rensselaer County and have a commercial interest in this outcome. Every factual item above comes from a government document; the underlying texts are available on request.



HUDSON VALLEY BOTANICALS

Poughkeepsie, New York | Established 2017
scott@hudsonvalleybotanicals.com | www.hudsonvalleybotanicals.com

August 21, 2026

Hon. Mark J. Fleming, Minority Leader

Hon. Nina M. Nichols, Deputy Minority Leader

Legislators Ashley, Galuski, Rutecki, Sabo, Weaver and Zalewski

Rensselaer County Legislature, 99 Troy Road, East Greenbush, New York 12061

Re: Local Law T-4 (Intro) of 2026. A floor amendment worth offering on September 8.

Dear Legislators,

My name is Scott Urbin. I own Hudson Valley Botanicals, a kratom company based in Poughkeepsie that has operated since 2017 and sells to customers and retailers across New York, including in Rensselaer County. I do not live in your county, and I have a commercial interest in this law. I want that on the table before you read another line.

T-4 was introduced on August 11 with eleven sponsors, and its printed adoption block already carries September 8, the same night as the public hearing. I am writing to the eight of you because you did not sponsor it, which makes you the only members who can put an alternative before the body.

The ask. Offer a floor amendment that replaces the all-kratom prohibition with the thresholds in state bill S8925-A: no product containing 7-hydroxymitragynine above two percent of total alkaloids or one milligram per serving. Keep the draft's penalties and enforcement aimed at those products, and add the provision it lacks and the Dutchess text includes, reaching online sellers who ship into the county from outside it.

You would not be inventing this. Three weeks ago the Dutchess County Legislature received a County Executive's proposal to ban all kratom. Rather than pass it as written, four legislators filed a narrower version aimed at the concentrates, and on August 10 it was adopted unanimously. The adopted text is enclosed, and it is no soft option: strict liability, \$1,500 for a first violation, \$3,000 for repeats within thirty-six months, an additional \$500 where the sale is to anyone under 21, and every sale a separate violation.

It is also where every level of government above the county drew the line this year:

1. In July, the DEA moved concentrated 7-OH products and three related synthetic compounds into Schedule I, with a threshold set so that natural leaf falls outside the order.
2. New York's under-21 sales prohibition and mandatory warning label requirements have been in effect since December 2025, and I comply with both.
3. S8925-A passed the Senate 61 to 0 on June 2, passed the Assembly on June 5, and awaits the Governor. Senator Ashby, whose district covers all of Rensselaer County, is a co-sponsor and voted for it.

Three comparisons with the enclosed Dutchess text are worth knowing before the hearing. Dutchess grounds its law in Municipal Home Rule Law §10(1)(ii)(a)(12) and its county charter; T-4's authority section cites only Article IX. Dutchess retires itself the day corresponding state law takes effect; T-4 has no such clause, with S8925-A on the Governor's desk. And Dutchess reaches any online platform shipping into the county; T-4's enforcement reaches retailers within the county and their vehicles. The enclosed note expands on each for the County Attorney.

An amendment may not carry on the count. It is still worth offering, because it places the State's own thresholds in the record and gives every member the choice of a version aimed at the products the DEA and the State Legislature have actually named.

My own practices are itemized in the enclosed background: leaf only, no 7-OH or concentrated extracts, age verification where required, published lab results, and no shipping into any prohibiting jurisdiction.

I would welcome the chance to speak at the September 8 hearing, and I am happy to answer questions from any member in writing beforehand.

Respectfully,

Scott Urbin | Owner, Hudson Valley Botanicals LLC | Poughkeepsie, NY

Every factual statement in the attached letter is drawn from a government document or an official legislative record. Each one is listed below with a direct link, so that counsel and staff can verify it at the source rather than take my word for it. In the electronic copy the entries are clickable; the full address is printed beneath each one for anyone working from paper.

1. **Federal scheduling action.** U.S. Drug Enforcement Administration, “DEA to Temporarily Schedule 7-OH and Related Substances to Protect Public Safety,” news release, July 1, 2026. Two Notices of Intent: one covering 7-OH above a specified threshold, one covering mitragynine pseudoindoxyl, MGM-15 and MGM-16. [dea.gov](https://www.dea.gov/press-releases/2026/07/01/dea-temporarily-schedule-7-oh-and-related-substances-protect-public)
<https://www.dea.gov/press-releases/2026/07/01/dea-temporarily-schedule-7-oh-and-related-substances-protect-public>
2. **Federal Register notice.** Document 2026-13580, “Schedules of Controlled Substances: Temporary Placement of 7-Hydroxymitragynine Above a Specified Threshold in Schedule I,” published July 6, 2026. [federalregister.gov](https://www.federalregister.gov/documents/2026/07/06/2026-13580/schedules-of-controlled-substance-temporary-placement-of-7-hydroxymitragynine-above-a-specified)
<https://www.federalregister.gov/documents/2026/07/06/2026-13580/schedules-of-controlled-substance-temporary-placement-of-7-hydroxymitragynine-above-a-specified>
3. **New York State law now in effect.** Office of the Governor, December 22, 2025. S4552-A / A2340-A prohibits sales to anyone under 21. S8285 / A5852-A requires a warning label and full ingredient disclosure. [governor.ny.gov](https://www.governor.ny.gov/news/governor-hochul-signs-two-pieces-landmark-legislation-protect-new-yorkers-against-harmful)
<https://www.governor.ny.gov/news/governor-hochul-signs-two-pieces-landmark-legislation-protect-new-yorkers-against-harmful>
4. **S8925-A, thresholds and vote record.** New York State Senate, Bill S8925-A. Senate floor vote June 2, 2026: 61 aye, 0 nay. Substituted for A9156-B and passed the Assembly June 5, 2026. Prohibits sale, offer for sale, delivery or distribution of any product containing 7-OH above two percent of total alkaloids or one milligram per serving; effective the ninetieth day after becoming law. [nysenate.gov](https://www.nysenate.gov/legislation/bills/2025/S8925/amendment/A)
<https://www.nysenate.gov/legislation/bills/2025/S8925/amendment/A>
5. **Senator Ashby.** Co-sponsors of S8925-A include Senator Jacob Ashby of the 43rd Senate District, which covers all of Rensselaer County; recorded aye on the June 2 floor vote. [nysenate.gov](https://www.nysenate.gov/legislation/bills/2025/S8925/amendment/A)
<https://www.nysenate.gov/legislation/bills/2025/S8925/amendment/A>
6. **Dutchess County.** Resolution 2026136, filed by Legislators Valdés Smith, Atkins, Munn and Kaul after the County Executive proposed a full ban; adopted unanimously August 10, 2026. County news release and filed text; see the enclosed reference sheet. [dutchessny.gov](https://www.dutchessny.gov/Dutchess-Legislature-Moves-to-Ban-Dangerous-Gas-Station-Kratom-Concentrates-While-Protecting-Adults-Access-to-Natural-Leaf.htm)
<https://www.dutchessny.gov/Dutchess-Legislature-Moves-to-Ban-Dangerous-Gas-Station-Kratom-Concentrates-While-Protecting-Adults-Access-to-Natural-Leaf.htm>
7. **Suffolk County.** Introductory Resolution No. 1279-2026 as amended, a regulatory framework rather than a prohibition, signed by the County Executive July 30, 2026. [scnylegislature.us](https://www.scnylegislature.us)
<https://www.scnylegislature.us/DocumentCenter/View/128016/Introductory-Resolution-1279-26-PDF>
8. **The text under consideration.** Rensselaer County Legislature, Local Law T-4 (Intro) of 2026, introduced August 11, 2026, and the August 11, 2026 meeting packet. Sponsors: Patire, Hoffman, Loveridge, Film, Choquette, Bayly, Grant, Casale, Herrington, Maloney and Wysocki. Sections cited above: 4 (exemption), 5 (inspection and enforcement), 6 (penalties), 8 (effective date).

A note on what is not cited here. I have made no claim in the letter or the enclosures about what kratom does to the body, what it is useful for, or how it compares to anything else. Kratom is not approved by the FDA for any use and is not an approved dietary ingredient. My argument rests only on where federal and state law have drawn the line and on what a county prohibition can and cannot reach.



HUDSON VALLEY BOTANICALS

Poughkeepsie, New York | Established 2017
scott@hudsonvalleybotanicals.com | www.hudsonvalleybotanicals.com

REFERENCE SHEET | DUTCHESS COUNTY RESOLUTION 2026136

WHAT IT IS

A local law adopted unanimously by the Dutchess County Legislature on August 10, 2026, and awaiting the County Executive's signature as of August 21. She has said publicly that she will continue to press for a full ban. It prohibits the sale and distribution of concentrated and synthetic 7-hydroxymitragynine (7-OH) products countywide. It is not a kratom prohibition. Plain leaf is left available to adults, subject to the New York State age and labeling requirements that already apply.

WHAT THE MEASURE DOES

- Prohibits any product containing 7-OH above two percent of total alkaloids or above one milligram per serving, matching the thresholds in state bill S8925-A.
- Reaches named lab-made analogs, including MGM-15, MGM-16 and mitragynine pseudoindoxyl, along with chemically similar compounds developed later.
- Extends to online retailers shipping prohibited products to an address in the county, so the prohibition is not limited to storefronts inside the county line.
- Retains the civil penalty and enforcement structure of the County Executive's July 30 proposal, including a higher penalty tier for sales to anyone under 21. Confirm the exact amounts against the adopted text.
- Places enforcement with the county Department of Health.
- Includes a provision addressing what happens to the local law if and when the corresponding state law takes effect.

HOW IT CAME ABOUT

County Executive Sue Serino announced a full countywide prohibition on the sale and distribution of all kratom on July 30, 2026. The Legislature instead filed and moved a narrower measure aimed at concentrates and lab-made analogs. It cleared committee on August 6 and was adopted at the full Legislature meeting on August 10 by voice vote, with no recorded opposition. The Legislature's own announcement described the measure as targeting dangerous concentrates while preserving adult access to natural leaf.

WHERE TO GET THE OFFICIAL TEXT

Request the adopted text of Resolution 2026136 (2026 session) from the Clerk of the Dutchess County Legislature. The Legislature's news release on the measure is posted at dutchessny.gov under County Legislature news releases for 2026, and adopted resolutions are searchable through the county's public access viewer at apps.dutchessny.gov. Named sponsors of the measure were Legislators Valdés Smith, Atkins, Munn and Kaul.

A copy of the filed text is enclosed with this packet. It is provided for convenience only. For any provision your counsel intends to rely on or adapt, obtain the certified copy from the Dutchess County Clerk of the Legislature.

WHY IT IS OFFERED HERE

Rensselaer County is weighing a local law on the same subject. Resolution 2026136 is a working New York county model on the narrower approach: it has been drafted by a county attorney, reviewed in committee, adopted by a county legislature, and it is aligned with the thresholds the State Legislature passed in June and the line the DEA drew in July. Whatever Rensselaer decides, having an adopted New York text in front of counsel should shorten the drafting work.

Disclosure. Prepared by Scott Urbin, owner of Hudson Valley Botanicals LLC of Poughkeepsie, New York. I sell kratom leaf products in New York and I have a commercial interest in how this is resolved. This sheet is a summary written by an interested party and is not legal advice or an official document of Dutchess County.

Charette, Jessica

From: Burton, Michelle
Sent: Monday, August 24, 2026 12:09 PM
To: Charette, Jessica
Subject: FW: Online Form Submittal: Rensselaer County Executive Contact Form

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, August 24, 2026 12:07 PM
To: Burton, Michelle <MBurton@renscony.gov>; Crist, Rich <RCrist@renscony.gov>
Subject: Online Form Submittal: Rensselaer County Executive Contact Form

External sender <noreply@civicplus.com>
Make sure you trust this sender before taking any actions.

Rensselaer County Executive Contact Form

First Name	Hunter
Last Name	Petro
Address	Field not completed.
City	Field not completed.
State	NY
Zip Code	Field not completed.
Phone Number	8456084383
Email Address	hunter@carlucciconsulting.com
Comment/Question	County Executive, On behalf of the American Kratom Association (AKA), which represents over 20 million natural kratom users nationwide, we write regarding the proposed local law under consideration in Rensselaer County to prohibit the sale and distribution of kratom products. We recognize that this proposal has been under discussion in the County for several years and reflects real harms that residents of the Capital Region have experienced, and we do not question the seriousness of what has been lost. Our request is narrower in asking that the Legislature consider scoping the law to the products actually

driving those harms.

Millions of Americans, including many New Yorkers, use properly manufactured natural kratom products responsibly, reporting its use as a harm-reduction tool or as a safer alternative to more dangerous substances. The genuine public safety issue involves laboratory-concentrated or semi-synthetic 7-hydroxymitragynine (7-OH) products, which are manufactured and marketed separately from traditional kratom. While natural kratom leaf contains only trace, naturally occurring amounts of 7-OH, artificially concentrated or synthesized versions exhibit significantly greater opioid-like potency and abuse potential. Nearly all of the public discussion of this proposal has centered on synthetic product, its potency relative to morphine, and its sale in gas stations and corner stores, which is precisely the distinction we would ask the Legislature to write into the law. The draft already recognizes that not all kratom products are alike by exempting FDA-approved products and kratom dispensed through a pharmacy. Extending that same logic to natural kratom leaf while banning concentrated and synthetic 7-OH would target the products at issue without criminalizing responsible adult use.

We would respectfully draw attention to Suffolk County, which recently contemplated a similar countywide prohibition. After public hearings and review of the science, Suffolk lawmakers redrafted their legislation to target dangerous synthetic 7-OH products sold in gas stations and smoke shops while preserving access to natural kratom leaf. We believe that approach reflects the right policy distinction and offers a useful model for Rensselaer County.

This distinction is now reflected at both the state and federal levels. Last month, the New York State Legislature unanimously passed A.9156-B/S.8925, which prohibits the sale of isolated, concentrated, or synthetic 7-OH products statewide without banning natural kratom leaf. That bill is awaiting the Governor's signature. Then on July 1, the U.S. Drug Enforcement Administration announced its intent to temporarily place 7-OH above specified thresholds, along with three related synthetic substances, into Schedule I of the Controlled Substances Act. The DEA was explicit that this action targets concentrated and synthetic products and does not apply to botanical kratom containing naturally occurring trace levels of 7-OH.

In July 2025, the U.S. Food and Drug Administration formally recommended scheduling 7-OH, not kratom. As Commissioner

Makary noted, "7-OH is found only in trace amounts in kratom leaf, our primary concern is the concentrated form of 7-OH. These concentrated 7-OH opioid products are far more dangerous than traditional kratom leaf products."

Taken together, these materials help illustrate why regulatory attention may be more appropriately focused on concentrated 7-OH products rather than natural kratom leaf. For your reference, I've included:

The Rockefeller Institute of Government analysis, On Kratom, or the Fractured Regulation of Unscheduled Drugs.

Johns Hopkins - The rise of novel, semi-synthetic 7-hydroxymitragnine products

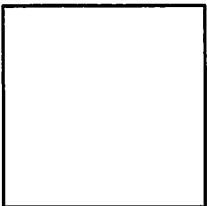
Hopkins Medicine - Emerging Use of Kratom in US: Kratom Use Disorder Experts Propose Decision-Making Algorithm for Clinicians

We would encourage the County to review these developments closely and to consider redrafting the proposed legislation to align with this emerging state and federal framework. The problem is these new synthetic 7-OH products, not natural kratom, and a blanket ban would not address the issue at hand while criminalizing responsible adult use, a conclusion Suffolk County reached after careful study.

The American Kratom Association stands ready to provide additional data, scientific expertise, or regulatory guidance as you evaluate this matter. Thank you for your time and thoughtful consideration.

Best,
Hunter Petro
Chief of Staff | Carlucci Consulting

Email not displaying correctly? [View it in your browser.](#)



Charette, Jessica

From: Di Lucas <dilucas2001@yahoo.com>
Sent: Monday, August 24, 2026 6:21 PM
To: Hoffman, Kelly; Loveridge, Robert; Bayly, Rob; Herrington, Kenneth; Fleming, Mark; RenscoLeg
Subject: Testimony in Support of Kratom Ban from Angel Mom in Arizona

- Good morning,

Thank you for giving me this chance to let you know what Kratom and 7-OH have done to completely change my life. This story is probably a bit different than some of the other ones you will hear, but I feel it is important to let you know the dangers of Kratom and 7-OH.

My daughter Tana Ray Lam (Lucas) was the apple of my eye, not to say that she was perfect. She had had trouble in her youth and as a young adult with substances, she had worked hard to overcome that part of her life, was happily married to a wonderful man and looking forward to all the wonderful things this life holds. Until she was introduced to Kratom by a co-worker who told her it was a natural substitute for energy drinks and would be better for her, she bought Kratom at her local gas station. That is where everything turned bad, she started doing Kratom 9 years ago, then she heard that Kratom could have lead or other heavy metals and that the "concentrates" were clean and safe. She switched to the "cleaner concentrates" not knowing that the 7-OH in the concentrates were 5 to 50 times more potent than the Kratom powder she had been using. She was able to purchase the 7-OH at her local gas station, smoke shop or online because it is legal and unregulated.

In January 2026 Tana and her husband decided to have a baby so she decided to quit Kratom and 7-OH. She did not know that she should have never tried to go cold turkey but wean off or go through a medical detox. The withdrawals from 7-OH are worse than withdrawals from Morphine, Heroin or Alcohol.

She suffered with the agony and torturous withdrawals of this evil, insidious drug until she could no longer take it. On January 21, 2026, my funny, strong, amazing Tana took her own life to escape the pain of the withdrawals that came from her doing 7-OH. One of the last things she said to her husband was "when I get through this, I will become an advocate to inform people of the dangers of Kratom and 7-OH". She will not see that wish come to realization on this side, so I have picked up where she left off to let people know the snares of Kratom and 7-OH. This easy to get, legal, unregulated danger should be taken off the market ASAP before it costs us more lives.

Thank you again for giving me this chance to tell Tana's story,

Di Lucas

Kingman AZ

1 attachmentDownload



MacGilfrey, Cheyenne

From: Allison Smith <asmith@globalkratomcoalition.org>
Sent: Tuesday, August 25, 2026 12:00 PM
To: Allison Smith
Subject: Request to Meet Regarding Proposed Kratom Legislation
Attachments: 08_25_26 - Letter to Rensselaer County, NY (2).pdf

Warning: Unusual sender <asmith@globalkratomcoalition.org>

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

Dear Members of the Rensselaer County Legislature:

I'm reaching out regarding the proposed Rensselaer County legislation addressing kratom. I've attached a letter from the Global Kratom Coalition outlining our concerns with a blanket prohibition and the importance of distinguishing traditional natural kratom leaf from concentrated synthetic derivatives such as 7-OH.

More importantly, we would greatly appreciate the opportunity to meet with you before the proposal advances. We share the County's concerns about dangerous concentrated and synthetic products and would welcome the chance to discuss the science, the recent federal and New York State actions, and potential amendments that would address those products without eliminating access to natural kratom leaf.

We are happy to work around your schedule and can make ourselves available at your convenience.

Thank you for your time and consideration. I hope we can connect soon.

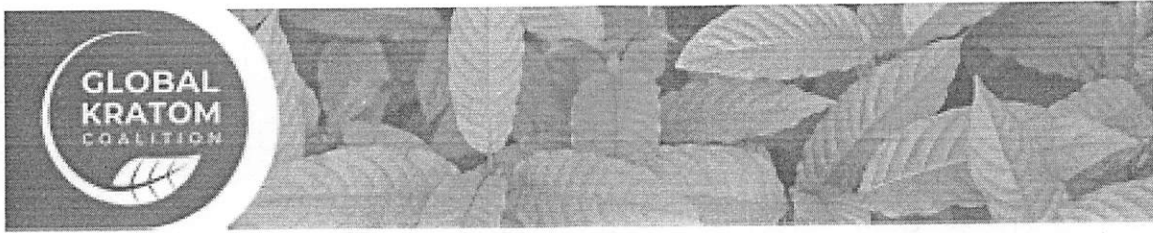
Best,

Allison Smith
Director of Government Affairs
Global Kratom Coalition



Alli Smith
Government Affairs Director | Global Kratom Coalition

C: 405-808-3701
E: ASmith@GlobalKratomCoalition.org
W: www.globalkratomcoalition.org



August 25, 2026

The Honorable Kenneth H. Herrington, Majority Leader
The Honorable Robert W. Bayly
The Honorable Thomas Grant
The Honorable Dan Casale
The Honorable William Maloney
The Honorable Thomas Choquette
The Honorable William "Bill" Film
The Honorable Robert R. Loveridge
The Honorable Jeffrey Wysocki
Rensselaer County Legislature
99 Troy Road
East Greenbush, New York 12061

Dear Majority Leader Herrington and Members of the Republican Majority:

My name is Allison Smith and I'm the Director of Government Affairs for the Global Kratom Coalition (GKC), an alliance of consumers, scientific experts, and industry leaders seeking to enact responsible regulations that ensure consumers have access to safe and regulated natural leaf kratom products.

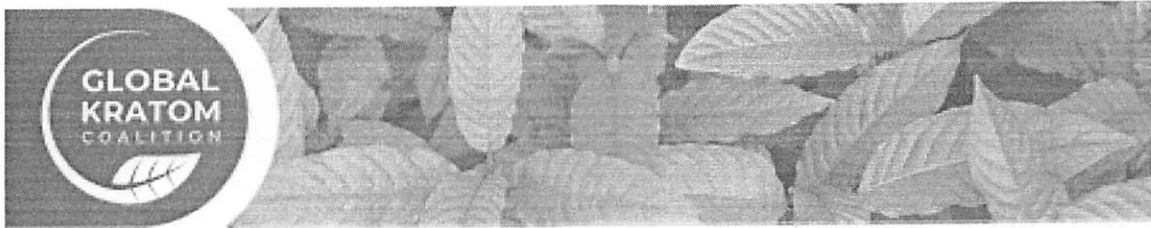
I write to you today regarding the proposed Rensselaer County legislation that would prohibit the sale and distribution of all kratom products throughout the county. We, the GKC, share your concern about concentrated synthetic kratom derivatives, and support decisive action against these products. However, we respectfully urge the County not to impose a blanket ban that treats natural kratom leaf and dangerous concentrated synthetic products as if they are the same.

They are not.

For the majority of kratom's history in the United States, natural leaf kratom was the only form available to consumers. In recent years, however, an entirely different category of products has emerged: highly concentrated or synthetically manufactured derivatives, including concentrated 7-hydroxymitragynine (7-OH), that are marketed alongside, and masquerade as, traditional kratom products.

This distinction is not merely semantic. Federal regulators have now explicitly recognized it.

On July 6, 2026, the Drug Enforcement Administration published two Notices of Intent to temporarily schedule concentrated synthetic kratom derivatives. The first would schedule concentrated 7-OH above a 0.050% threshold, while the second would schedule mitragynine pseudoindoxyl, MGM-15, and MGM-16. Importantly, federal officials made clear that these actions are not intended to capture or prohibit natural



kratom leaf. The DEA's decision to distinguish natural botanical kratom from concentrated synthetic derivatives was deliberate and reflects the substantial differences between these products.

This decision by the federal government was aided by the growing body of evidence that supports natural kratom and its safety. To date, there have been 18 clinical trials conducted on kratom, including one from the FDA, in addition to this, there are hundreds of non-clinical studies.

New York State has likewise chosen regulation over prohibition.

In December, Governor Kathy Hochul signed legislation prohibiting the sale of kratom to individuals under 21 and requiring kratom products sold in New York to carry ingredient disclosures and consumer warning labels. Additionally, Senate Bill 8925, which would ban the sale of concentrated, synthetic derivatives of kratom, has passed the legislature and awaits signature from the Governor. The State has therefore already established a regulatory framework designed to protect consumers while preserving lawful adult access to natural kratom products.

Rensselaer County should build upon that framework rather than create a conflicting local prohibition.

The term "kratom" is increasingly being applied to fundamentally different products. Treating every product carrying that label as interchangeable risks obscuring the very public health problem regulators are attempting to address.

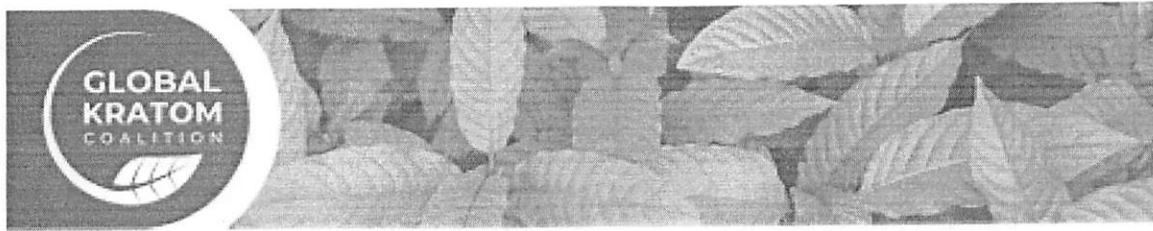
A blanket prohibition would also affect Rensselaer County residents who have responsibly consumed natural kratom products for years. These individuals should not lose access to a lawful botanical product because manufacturers of concentrated synthetic derivatives have exploited the kratom name to market products that bear little resemblance to traditional natural leaf.

There is a better path.

If Rensselaer County believes additional local action is necessary, we respectfully urge the County to follow the distinction already embraced at the federal and state levels: prohibit dangerous concentrated synthetic derivatives while allowing natural kratom leaf products that comply with appropriate age restrictions, labeling requirements, and product standards to remain available to adults.

Other New York counties, including Dutchess and Suffolk Counties, have demonstrated that local governments can address concentrated and synthetic products without imposing a blanket prohibition on natural kratom leaf. A similar approach in Rensselaer County would protect consumers, provide clarity for retailers and law enforcement, and avoid contributing to an unnecessary patchwork of conflicting local kratom laws across New York.

The appropriate entities are already acting. The DEA is moving against concentrated synthetic derivatives. Governor Hochul and the New York Legislature have enacted statewide consumer protections. Rather than creating a separate local prohibition that reaches significantly further than either of those approaches, we



urge Rensselaer County to allow those regulatory systems to work and to focus any additional enforcement on the products presenting the greatest public health concern.

We therefore respectfully urge Rensselaer County not to advance the proposed blanket ban and instead amend the proposal to adopt a targeted approach that distinguishes natural kratom from concentrated synthetic derivatives, such as 7-OH.

We would also welcome the opportunity to meet with members of the Republican Majority before this proposal advances to discuss the scientific evidence surrounding natural kratom leaf, the emergence of concentrated synthetic products, and regulatory models already being implemented elsewhere in New York.

Thank you for your consideration and for your commitment to protecting the health and safety of Rensselaer County residents. We share that goal and hope to work with you toward a solution that protects consumers without unnecessarily eliminating access to natural kratom leaf.

Sincerely,

Allison Smith
Director of Government Affairs
Global Kratom Coalition

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



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

RESOLUTION AUTHORIZING A PURCHASE OF CAR SIMULATOR - VAN RENSSELAER MANOR

SPONSOR(S): _____

1) Projected cost of proposed legislation, if any \$ 17,030.00

2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):

a) For Federal Funding: Amount \$ NA and length of time Federal Funding is available _____.

Is it available for ongoing expenses? YES ☐ NO ☐

b) For State Funding: Amount \$ NA and length of time Federal Funding is available _____.

Is it available for ongoing expenses? YES ☐ NO ☐

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:

Principal: \$ _____ Projected Interest: \$ _____

d) Tax Levy impact for current Year \$ _____ and ongoing \$ _____

e) Other (please explain): Paid for through VRM Patient Revenue Services

3) Is this expense program mandated? YES: ☐ NO: ☒

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

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

Signature (Department Head): 

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.

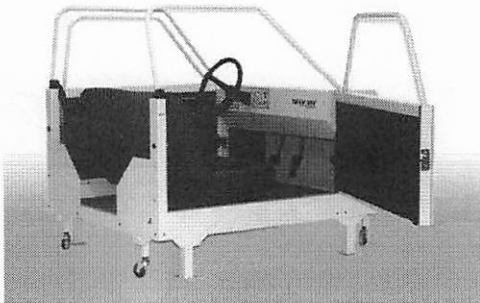
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E26.01



ADVANCED THERAPY PRODUCTS, INC.

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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

Sub Total \$3,262.64

Sales Tax \$0.00

Shipping \$0.00

Total \$3,262.64

Please forward Purchase Order to: POApproved@acturesolutions.com

IMPORTANT

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

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

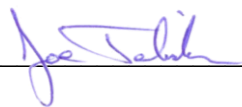
Sponsor(s): _____

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

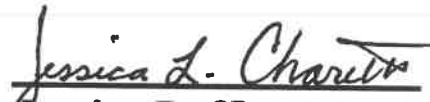
Rensselaer County Legislature

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

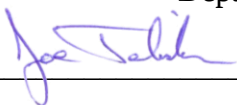
Sponsor(s): _____

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
. .	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>
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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

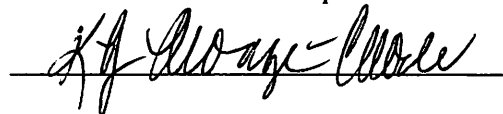
Requested by: Mental Health

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

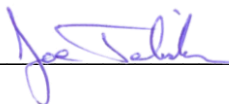
Sponsor(s): _____

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

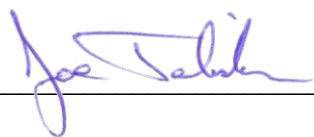
Sponsor(s): _____

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)

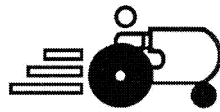
I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 13th day of January, 2026 and that the same is a true and 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
-----	---	-----	-------------	-------	--------

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

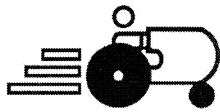
This is an estimate, not the actual invoice.

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.





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SOLD TO

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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		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

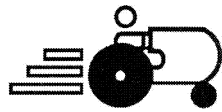
COMPLAINT
LABOR SALES

** TOTAL LABOR SALES 145.00

PARTS SHOP

This is an estimate, not the actual invoice.
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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

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

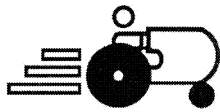
COMPLAINT					
LABOR SALES					
** TOTAL LABOR SALES					580.00
PARTS SHOP					
1	N	1	GAUGE, FUEL Y2	388.65	388.65
1	N	1	TANK	2519.40	2519.40
** TOTAL PARTS SHOP					2908.05
SHOP SUPPLIES					
1	N		TECH NOTE		150.00
REMOVE AND REPLACE FUEL SENDER AND TANK					
SENDER SUBS UP AND WILL NOT WORK IN NEW 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

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.





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Since 1966

SOLD TO

SHIP 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
			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: _____

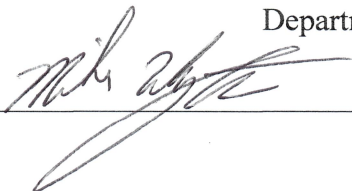
Requested by: Auto Maintenance.

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 – Bloominggrove Drive



Prepared by:

Siemens Industry, Inc.

6 British American Blvd., Suite 104-C

Latham, New York 12110

June 16, 2026

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1. Existing Conditions

Mechanical Systems

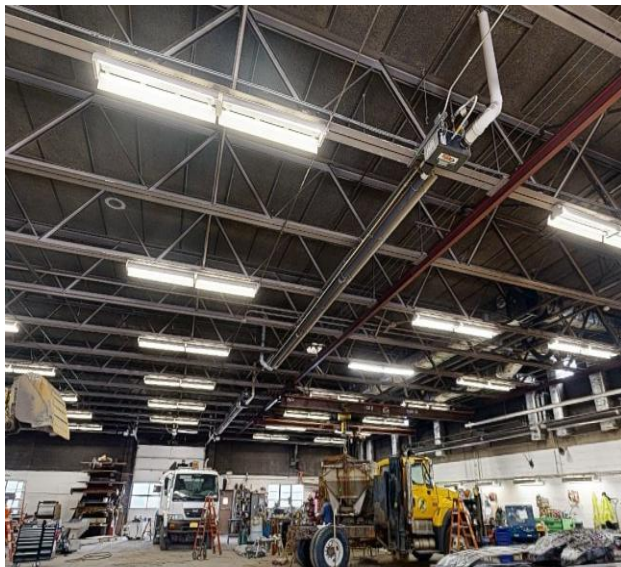
Offices

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



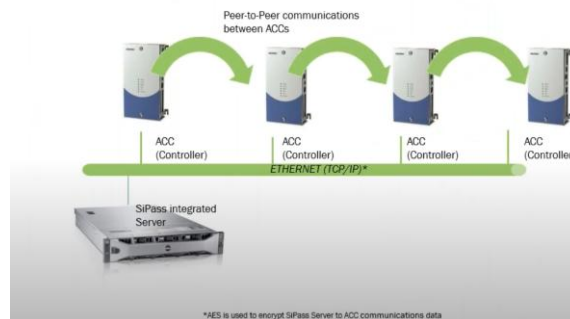
(1) Siemens ACC Card Access Panel Master Controller

- 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.

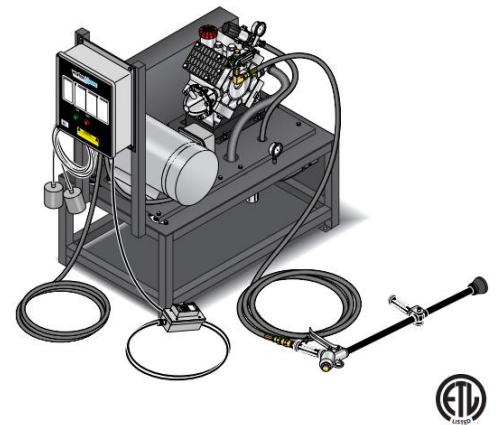
Technical Specifications

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

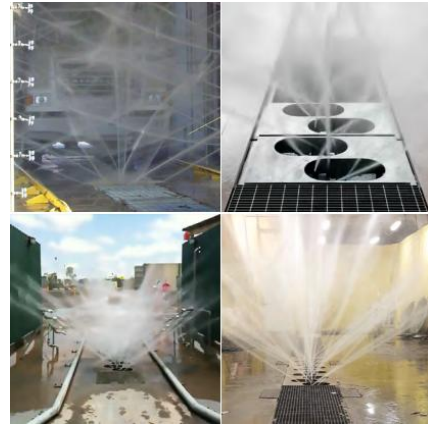
- Manifolds: Heavy-wall stainless steel or epoxy-coated steel
- Nozzles: Hardened stainless steel, high-impact fan or zero-degree options
- Piping: Schedule 40/80 steel or stainless, corrosion-resistant
- Filtration: Inline debris and grit filtration recommended

Controls & Activation Options:

- Photo-eye triggered
- Loop sensor

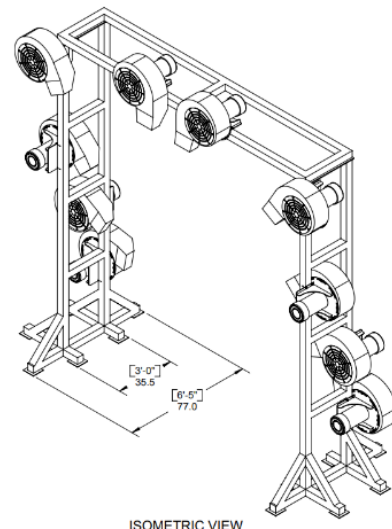
Cycle Time: 30–90 seconds (adjustable)

- 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

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 and Construction

- Pump Type: Hotsy 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

20 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

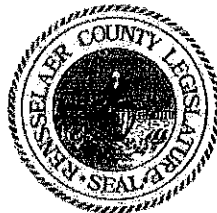
Abstain: 0

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

A handwritten signature of the County Executive, followed by the printed name "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 contract 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)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- ☒ Attachment A:

☒ Attachment B:

☒ Attachment C: Work Plan

☒ Attachment D: Payment and Reporting Schedule

☐ Other:

☒ A-1 Program-Specific Terms and Conditions
☐ A-2 Federally Funded Grants and Requirement Mandated by Federal Laws

☒ 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)

Contract Number: CAFA438

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

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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	\$85,287.00

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

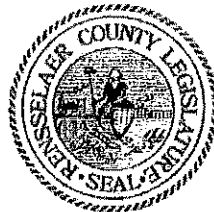
Abstain: 0

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

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

Jessica L. Chavis
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: _____

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Bayly, Sabo

Sent To: Public Works

Committee

Date September 8, 2026

Resolution No. P/17

**RESOLUTION ESTABLISHING TIME AND PLACE FOR A PUBLIC HEARING ON A SCHEDULE
OF SEWER RENTS OR OF ANY SCHEDULE OF AMENDED SEWER RENTS- RENSSELAER
COUNTY SEWER DISTRICT #1**

BE IT RESOLVED, That in accordance with Local Law #6 of 1976 as amended by Local Law # 3 of 1994 of Rensselaer County, a Public Hearing will be held in the Chambers of the Rensselaer County Legislature at the County Office Building, 99 Troy Road, East Greenbush, New York on Tuesday, October 13, 2026, at 5:30 p.m. to review an established schedule of sewer rents or schedule of amended rents submitted to the Rensselaer County Legislature by the Rensselaer County Sewer Board of Commissioners; and, be it further

RESOLVED, That the Clerk of the Legislature shall publish the Public Hearing notice in the official newspapers and post on the Legislative website.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Hoffman, Bayly, Loveridge, Herrington, Casale, Choquette, Film, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/18

RESOLUTION RECOGNIZING OCTOBER 6, 2026 AS COACHES DAY IN RENSSELAER COUNTY

WHEREAS, Coaches serves as vital teachers, counselors, and role models who build character, discipline and teamwork in communities across the nations; and

WHEREAS, Coaching extends beyond athletics to academic competitions - including chess, speech and drama as well as professional, financial and personal development; and

WHEREAS, National Coaches Day is celebrated annually on October 6th, a day established by President Richard Nixon in 1972, to honor the contributions of coaches who "instill attitudes that last a lifetime" and contribute to the moral fiber of their athletes and communities; and

WHEREAS, Coaches instill vital life skills such as teamwork, discipline, perseverance, sportsmanship, and leadership, laying the foundation for personal development beyond athletics; and

WHEREAS, The guidance and encouragement provided by coaches inspire individuals to strive for excellence both on and off the field, promoting a culture of hard work, respect, and accountability; and

WHEREAS, It is fitting and proper to express appreciation for the time, dedication, and impact of coaches by acknowledging their role in shaping lives and building strong communities; now, therefore, be it

RESOLVED, That on this October 6, 2026, we join with individuals, schools, sports teams, and organizations across the nation in celebrating National Coaches Day, honoring those who dedicate themselves to the betterment of others through coaching, and reaffirming our commitment to uplifting and supporting these vital leaders in our communities; and, be it further

RESOLVED, That the Rensselaer County Legislature pause in its deliberations to acknowledge the outstanding efforts and notable contributions of coaches throughout Rensselaer County.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Casale, Hoffman, Loveridge, Bayly, Choquette, Film, Grant, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/19

RESOLUTION RECOGNIZING SEPTEMBER 27, 2026 AS NATIONAL GOLD STAR MOTHER'S AND FAMILIES DAY

WHEREAS, Rensselaer County owes a great debt to the men and women of our loyal Armed Forces who so bravely fight to preserve our American heritage, safety, and livelihood; and

WHEREAS, The men and women of America's Armed Forces selflessly act to protect our Nation. These brave citizens willingly leave the safety and comfort of their homes to defend our nation, it is necessary that we regard them as American Heroes; and

WHEREAS, Since World War I, the United States has recognized and honored the ultimate sacrifices made by military service members and the profound losses suffered by their families; and

WHEREAS, The Service Flag, created during World War I by Army Captain Robert L. Queissner to represent children serving on the front lines with a blue star, became a sacred symbol of grief and honor when a gold star was stitched over the blue star to signify a service member who died in the line of duty; and

WHEREAS, The Gold Star Mothers was founded by Grace Darling Seibold of Washington, D.C. who began volunteering to visit returning servicemen in hospitals after her son George Vaughn Seibold joined the Military during World War I; and

WHEREAS, Upon confirmation of Georges' death on November 4, 1918, Grace devoted her time and effort, to not only working in the hospitals but also, to other mothers whose sons had lost their lives in military service; and

WHEREAS, On June 4, 1928 twenty five mothers met in Washington, D.C. to establish a national organization. The American Gold Star Mothers, Inc. was incorporated in 1929 and obtained a federal charter from the United State Congress; and

WHEREAS, On June 23, 1936, a joint congressional resolution designated the last Sunday in September as Gold Star Mother's Day, a day proclaimed annually by the President of the United States; and

WHEREAS, In 2011, President Barack Obama amended the observance to "Gold Star Mother's and Family's Day," expanding national recognition to include fathers and families of our fallen heroes; and

WHEREAS, Gold Star mothers and families carry the immeasurable cost of defending the ideals of American freedom, bearing their grief with the solemn pride of their loved one's exemplary service; and

WHEREAS, The citizens of our community recognize that our military families never forget their fallen sons and daughters, and that it is the sacred duty of our nation to remember and stand alongside them; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature joins together to honor Gold Star Mothers and Families and sends its deepest gratitude, prayers and best wishes to them; and, be it further

RESOLVED, This Legislative Body hereby recognizes the last Sunday in September as Gold Star Mother's and Family Day.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Herrington, Casale, Hoffman, Bayly, Loveridge, Choquette, Film, Grant, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations Committee Date September 8, 2026

Resolution No. P/20

RESOLUTION RECOGNIZING NATIONAL POW/MIA DAY, SEPTEMBER 19, 2025

WHEREAS, The United States of America has historically called upon the brave men and women of our Armed Forces to protect our nation, defend the principles of liberty, and maintain global peace; and

WHEREAS, Many of these heroic service members have endured the hardships of enemy captivity as Prisoners of War (POW), facing severe trials with unyielding loyalty, courage, and dignity; and

WHEREAS, Thousands of American service members who answered the call of duty remain Missing in Action (MIA), leaving behind families who continue to endure the profound pain of uncertainty and unresolved loss; and

WHEREAS, National POW/MIA Recognition Day is an annual observance in the United States dedicated to honoring and remembering the sacrifices of American service members who were prisoners of war (POWs) and those who are still missing in action (MIA); and

WHEREAS, National POW/MIA Recognition Day was first observed in 1979 following a proclamation by President Carter after families of the more than 2,500 Vietnam War POW/MIAs sought full accountability for their loved ones; and

WHEREAS, Since 1986, the third Friday of September has been established as the nationwide day to pause, reflect, and honor the sacrifices of prisoners of war and missing service members from all generations and conflicts; and

WHEREAS, Our nation owes a permanent debt of gratitude to these service members and a sacred obligation to their families to never cease the effort to secure a full and complete accounting of all missing personnel; and

WHEREAS, The black and white POW/MIA flag—bearing the solemn phrase, "*You Are Not Forgotten*"—stands as a powerful national symbol of our unwavering commitment to remember their sacrifice and bring our missing heroes home; and

WHEREAS, The Defense Department remembers and honors those Americans who were prisoners of war and those who served and never returned home. The Department of Defense's POW/MIA Accounting Agency continues the search for the missing, fulfilling the nation's promise to leave no service member behind; and

WHEREAS, America has been blessed by the brave men and women of our Armed Forces who have answered the call of duty to defend our Country and protect liberty around the world. On National POW/MIA Recognition Day, we honor a special group of patriots: those who have been prisoners of war and those who are still missing in action. We remain forever in their debt, and we renew our commitment to them and to their families never to rest until we have accounted for every missing service member; and

WHEREAS, These individuals, along with their families, are to be honored and respected for their past and continuing sacrifices; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature, does hereby call upon the people of Rensselaer County to join this Legislative Body in honoring and remembering all former American prisoners of war and those missing in action who valiantly served our great Country; and, be it further

RESOLVED, This Legislative Body hereby proclaims the third Friday in September, September 18, 2026, as National POW/MIA Recognition Day in Rensselaer County.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Casale, Hoffman, Loveridge, Bayly, Herrington, Choquette, Film, Grant, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/21

RESOLUTION RECOGNIZING OCTOBER AS NATIONAL RETT SYNDROME AWARENESS MONTH IN RENSSELAER COUNTY

WHEREAS, National Rett Syndrome Awareness Month is observed every October. This month is dedicated to raising awareness about Rett syndrome, a rare genetic neurological disorder that affects girls 1 in 10,000 females and is more rarely seen in males; and

WHEREAS, Infants with Rett syndrome typically develop normally during the first six to 18 months of life before experiencing a period of regression, during which they lose previously acquired skills, including purposeful hand use, speech, and mobility; and

WHEREAS, The clinical features of Rett Syndrome were first described in 1966 by Dr. Andreas Rett and named for him in 1983; and

WHEREAS, This complex disorder leads to lifelong challenges, including seizures, breathing irregularities, scoliosis, digestive issues, and intellectual disabilities, requiring constant, intensive care and support; and

WHEREAS, As the disease progresses, children can also develop unusual hand movements, breathing problems, irritability and even seizures; and

WHEREAS, Despite these profound physical and communication challenges, individuals living with Rett syndrome demonstrate incredible resilience, strength, and a vibrant spirit; and

WHEREAS, Cognitive assessment in children with Rett Syndrome is complicated but we know that they understand far more than they can communicate evidenced by their bright and attentive eyes and their ability to express a wide spectrum of moods and emotions; and

WHEREAS, In nearly all cases, the genetic change that causes Rett syndrome is spontaneous, meaning it happens randomly. Such random mutations are usually not inherited or passed from one generation to the next. However, in a very small percentage of families, Rett mutations are inherited and passed on by female carriers. Among families with a child affected by Rett syndrome the chance of having a second child with the syndrome is very low; and

WHEREAS, Ongoing research offers great hope for therapeutic interventions and an eventual cure, making increased public awareness and funding critical to accelerating medical breakthroughs; and

WHEREAS, October is recognized globally by advocacy organizations, families, and medical professionals as a time to educate the public, support affected families, and promote vital research; and

WHEREAS, Although a cure for Rett Syndrome has not yet been found, scientists have identified the cause as a genetic disorder that comes from mutations of the X Chromosomes. It can be treated with medication while occupational therapy; physiotherapy and hydrotherapy can improve a child's mobility; and

RESOLVED, That this Legislative Body does hereby recognize October 2026 as National Rett Syndrome Awareness Month in Rensselaer County.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman, Loveridge, Bayly, Herrington, Casale, Choquette, Film, Grant, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/22

RESOLUTION RECOGNIZING OCTOBER AS NATIONAL BREAST CANCER AWARENESS MONTH IN RENSSELAER COUNTY

WHEREAS, National Breast Cancer Awareness Month was founded in 1985 in partnership between the American Cancer Society and the pharmaceutical division of Imperial Chemical Industries, a producer of several anti-breast cancer drugs and eventually grew into a month long event; and

WHEREAS, The aim of the NBCAM from the start has been to promote education, foster community support and secure resources to combat this disease; and

WHEREAS, Breast cancer is the one of the most common forms of cancer diagnosed among American women, impacting hundreds of thousands of individuals, families, and communities across the United States each year; and

WHEREAS, According to health statistics, early-stage breast cancer has an encouraging 5-year survival rate of approximately 99 percent, emphasizing that early detection and timely intervention are crucial to saving lives; and

WHEREAS, Routine screening tools, such as screening mammograms, clinical breast exams, and self-awareness, remain the most effective methods for identifying breast cancer at its earliest, most treatable stages; and

WHEREAS, A new American Cancer Society (ACS) report finds that the incidence of breast cancer in women has continued to increase, rising by 1% a year. These cases are largely confined to localized-stage cancers, which have not spread from the breast, and hormone receptor-positive disease (either estrogen positive or progesterone positive), the most common type of breast cancer; and

WHEREAS, In contrast to rising incidence, the death rate for breast cancer among women in the United States has dropped 44% from its peak in 1989. The continuous decline in breast cancer death rates is attributed to advances in treatment and early detection; and

WHEREAS, The chance of developing invasive breast cancer at some time in a woman's life is about 1 in 8 and increases by 24% with age; and

WHEREAS, Certain factors may put you at higher risk for developing breast cancer. These include a woman's age and genetic makeup as well as family history and personal health history such as diet or exercise habits; and

WHEREAS, The historic rise of the pink ribbon as a global symbol for breast cancer awareness began in the fall of 1991 when the Susan G. Komen Foundation handed out ribbons at its New York City race; a movement further elevated in 1992 when *SELF* magazine Editor-in-Chief Alexandra Penney partnered with Estée Lauder Senior Corporate Vice President Evelyn Lauder to distribute pink ribbons at beauty counters worldwide; and cemented in 1993 when Mrs. Lauder founded the Breast Cancer Research Foundation, establishing the ribbon as its formal signature; and

WHEREAS, Breast Cancer Awareness Month is celebrated in October and this year's theme is "Every Story is Unique, Every Journey Matters." This focus highlights that breast cancer impacts every individual and family differently, emphasizing the need for personalized compassion, dignity, and support; and

WHEREAS, Breast Cancer Awareness Month can mean different things to different people. For some, it's a trigger – 31 days in the fall of pink-ribbon reminders of a disease that forever changed them while for others, it's a chance to show their support for the more than 2 million women around the world who are diagnosed with the disease each year; and

WHEREAS, National Breast Cancer Awareness Month remains dedicated to promoting and spreading awareness about the importance of early detection and the key role it plays in the advanced treatment of breast cancer; and

WHEREAS, The American Cancer Society has searched endlessly for a cure through vital research and has the mammoth task of educating our community and all Americans of the risks of breast cancer. Its many volunteers offer support in the form of support groups, accommodations and transportation assistance, medical equipment and more; now, therefore, be it

RESOLVED, That this Legislative Body does hereby recognize October 2025 as National Breast Cancer Awareness Month in Rensselaer County.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Hoffman, Bayly, Herrington, Casale, Choquette, Film, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/23

RESOLUTION RECOGNIZING SEPTEMBER 2026 AS SUICIDE PREVENTION AND AWARENESS MONTH IN RENSSELAER COUNTY AND SEPTEMBER 10, 2026 AS NATIONAL SUICIDE AWARENESS DAY

WHEREAS, September is globally and nationally recognized as National Suicide Prevention and Awareness Month; and

WHEREAS, Suicide Prevention and Awareness Month 2026 honors the memory of lives lost, supports individuals experiencing suicidal ideation, validates families and communities impacted by suicide, and actively works to dismantle the stigma surrounding mental health challenges; and

WHEREAS, September 10th marks World Suicide Prevention Day, established in 2003 by the World Health Organization to unify global preventive actions, challenge public stigma, and reinforce the foundational truth that suicides are preventable; and

WHEREAS, The 2026 international theme, "**Changing the Narrative on Suicide**," concludes its powerful three-year campaign with the critical call to action: "**Start the Conversation**"; and

WHEREAS, This theme urges a societal shift from a culture of silence to one of proactive openness, framing suicidal thoughts not as a matter of judgment, but as a clear indicator of immense distress requiring urgent empathy and care; and

WHEREAS, True prevention requires building compassionate environments where individuals feel secure, validated, and empowered to openly discuss mental health struggles and seek life-saving support; and

WHEREAS, Transforming public awareness into tangible action demands a shared commitment from individuals, community leaders, healthcare organizations, and government entities to cultivate honest dialogue; and

WHEREAS, The Rensselaer County Suicide Prevention Task Force—led by the Commissioner of Mental Health in partnership with the American Foundation for Suicide Prevention (AFSP), the Suicide Prevention Center of New York (SPCNY), veterans, survivors, school districts, local hospitals, and health departments—actively drives this cultural shift through community-wide gatekeeper trainings, lethal means reduction, postvention support, and evidence-based clinical screenings; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature formally commits to and urges all citizens, businesses, and community organizations to foster an inclusive environment that supports open conversations and continuous prevention efforts to achieve zero suicides across Rensselaer County; and, be it further

RESOLVED, That the Rensselaer County Legislature hereby recognizes September 2026 as Suicide Prevention and Awareness Month in Rensselaer County and September 10, 2026 as National Suicide Awareness Day.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman, Loveridge, Bayly, Herrington, Casale, Choquette, Film, Grant, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/24

RESOLUTION RECOGNIZING THE MONTH OF OCTOBER 2026 AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Domestic Violence Awareness Month is an annual campaign observed during the month of October; and

WHEREAS, Domestic Violence Awareness Month (DVAM) is a time to listen, learn, remember, and recommit—offering a vital opportunity to walk alongside survivors, honor those who have been lost, and work toward safety and justice for all; and

WHEREAS, Millions of Americans continue to live in daily, silent fear within their own homes due to intimate partner abuse; and

WHEREAS, Domestic violence remains one of the leading causes of nonfatal injury to women in the United States, where roughly 1 in 3 women have experienced physical violence by an intimate partner in their lifetime, and an estimated 1 in 3 female homicide victims are murdered by a current or former partner; and

WHEREAS, Domestic violence incidents deeply affect every member of a household, inflicting severe, long-lasting negative impacts on children's emotional well-being, social connections, and academic functioning; and

WHEREAS, Families are indispensable to a stable society, serving as the foundational environment to instill responsibility, safety, and values in the next generation; and

WHEREAS, When an individual is abused, the trauma leaves deep, long-term damaging marks that extend far beyond the immediate victim to affect family members, friends, and the community at large; and

WHEREAS, Domestic violence is a pervasive public health crisis present in every community, impacting individuals regardless of age, socio-economic status, sexual orientation, gender identity, race, religion, or nationality; and

WHEREAS, Physical violence is frequently accompanied by emotionally abusive, isolating, and controlling behaviors as part of a larger, systematic pattern of dominance and coercion; and

WHEREAS, The crime of domestic violence systematically violates an individual's privacy, dignity, security, and humanity through the targeted deployment of physical, emotional, sexual, psychological, and economic control; and

WHEREAS, Victims must have immediate, low-barrier access to the compassion, comfort, and healing they need, while perpetrators of domestic abuse must be held accountable to the full extent of the law; and

WHEREAS, Survivors of violence require comprehensive access to medical care, legal aid, mental health counseling, transitional housing, and robust support networks to safely escape the cycle of abuse; and

WHEREAS, It is essential to honor the unwavering compassion and dedication of the advocates, shelter workers, and service providers who support victims and work tirelessly to elevate public understanding of this crisis; and

WHEREAS, Victims and survivors of domestic violence have historically stood at the forefront of grassroots efforts to bring peace, equity, and restorative healing to our homes and communities; and

WHEREAS, Critical multidisciplinary partnerships have been forged among criminal justice agencies, healthcare systems, allied professionals, and victim advocacy groups to better protect survivors and their families; now, therefore, be it

RESOLVED, That this Legislative Body recognizes the month of October 2026 as Domestic Violence Awareness Month and recognizes the importance for battered victim advocates, government officials, corporations, unions, health care providers and faith-based groups to participate in activities and events to raise national consciences about domestic violence.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman, Loveridge, Bayly, Herrington, Casale, Choquette, Film, Grant, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/25

RESOLUTION RECOGNIZING OCTOBER 2026 AS NATIONAL BULLYING PREVENTION MONTH

WHEREAS, October 2026 marks the 20th anniversary of National Bullying Prevention Month, originally established in 2006 to promote kindness, acceptance, and inclusion; and

WHEREAS, Bullying is defined as repeated, intentional cruelty driven by a power imbalance that manifests through verbal, physical, social, or digital means; and

WHEREAS, This pervasive issue remains the most common form of violence affecting millions of American children and adolescents annually, including thousands within New York State; and

WHEREAS, Victims of bullying face severe, long-term consequences including school avoidance, loss of self-esteem, intense anxiety, depression, substance use, and suicidal ideation; and

WHEREAS, Effective prevention requires parents, students, educators, and administrators to actively utilize supportive resources and drive open community dialogue; and

WHEREAS, Communities nationwide unite on Unity Day in October by wearing orange to visibly demonstrate their shared commitment to safety and respect; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature does hereby designate the month of October 2026 as National Bullying Prevention Month in Rensselaer County as a symbol of our commitment to the year-round struggle against bullying.

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Fleming, Nichols, Ashley, Galuski, Rutecki, Sabo, Weaver, Zalewski

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/26

RESOLUTION RECOGNIZING OCTOBER 23 – 31, 2026 AS NATIONAL RED RIBBON WEEK IN RENSSELAER COUNTY

WHEREAS, The Red Ribbon Campaign is the oldest and largest drug prevention program in the nation, reaching millions of young people during their annual Red Ribbon Week from October 23 to October 31 of each year; and

WHEREAS, Since its beginning in 1985, Red Ribbon Week has touched the lives of millions of people around the world. The origin dates back to the tragic murder of Drug Enforcement Agent Enrique “Kiki” Camarena. After his murder, angered parents and youth across the country began wearing red ribbons as a symbol of their commitment to raising awareness of the killing and destruction caused by drugs in America; and

WHEREAS, The National Family Partnership, formerly the National Federation of Parents for Drug Free Youth, was established as a nonprofit, grassroots organization in 1980 by a handful of concerned parents determined that they should play a leadership role in drug prevention by providing awareness, advocacy and resources; and

WHEREAS, The National Family Partnership sponsored the first National Red Ribbon Week Celebration in 1988 with the goal of helping citizens across the country to come together and keep children, families and communities safe, healthy and drug-free, through parent training and networking; and

WHEREAS, Locally Red Ribbon Week is sponsored by the Troy Drug Free Community Coalition (TDFCC), a partnership of concerned community members organized for the purpose of reducing substance abuse; and

WHEREAS, The 2026 Red Ribbon Week theme is “Make A Difference. Be A Hero. Stay Drug Free”. This theme emphasizes that deciding to stay drug free is an act of leadership that can positively influence peers; now, therefore, be it

RESOLVED, That Rensselaer County supports the goals and ideals of Red Ribbon Week during the period of October 23 through 31, 2026, and encourages people to wear and display red ribbons as a symbol and commitment to healthy, drug-free lifestyles.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Fleming, Nichols, Ashley, Galuski, Rutecki, Sabo, Weaver, Zalewski

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/27

RESOLUTION RECOGNIZING OCTOBER 2026 AS SUBSTANCE USE PREVENTION MONTH IN RENSSELAER COUNTY

WHEREAS, The health and well-being of Rensselaer County residents are of utmost importance, and substance use poses a significant public health challenge; and

WHEREAS, National Substance Use Prevention Month is an opportunity to raise awareness about the dangers of substance use, encourage prevention efforts, and support those impacted by substance use disorders; and

WHEREAS, The County of Rensselaer community is dedicated to creating an environment that fosters healthy choices, supports education on substance use prevention, and promotes resources for those in need; and

WHEREAS, Local schools, community organizations, law enforcement, faith-based institutions, healthcare providers, and families play a critical role in substance use prevention and in supporting individuals on their path to recovery; and

WHEREAS, By working together, we can reduce the stigma associated with substance use disorders and create a supportive environment that encourages prevention and recovery; and

WHEREAS, The Troy Drug Free Community Coalition mission is a partnership of concerned community members, organized for the purpose of reducing substance abuse among young people and will be spearheading outreach to Rensselaer County residents on the importance of Substance Use Prevention Month; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature does hereby recognize October 2026 as Substance Use Prevention Month in Rensselaer County and encourage residents to participate in activities and initiatives that promote awareness, prevention, and support for those affected by substance use.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Hoffman, Bayly, Loveridge, Herrington, Casale, Choquette, Film, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/28

RESOLUTION COMMEMORATING MAJOR LEAGUE BASEBALL PIONEER EDWARD "EDDIE" JAYKILL PHELPS

WHEREAS, Rensselaer County takes immense pride in recognizing local citizens who have achieved national prominence and blazed trails in professional sports; and

WHEREAS, Edward "Eddie" Jaykill Phelps (March 3, 1879 - January 31, 1942), affectionately known to baseball history as "Yaller," distinguished himself as one of the very first Capital Region athletes to reach the pinnacle of professional baseball; and

WHEREAS, Edward Phelps launched an outstanding 11-season career in Major League Baseball on September 2, 1902, commanding the demanding position of catcher for iconic franchises including the Pittsburgh Pirates (1902-1904, 1906-1908), Cincinnati Reds (1905-1906), St. Louis Cardinals (1909-1910), and the Brooklyn Dodgers (1912-1913); and

WHEREAS, Eddie also officially played for the Toronto Maple Leafs baseball team during the 1911 Eastern League season, which ran from April to September 1911. He was contractually part of the Toronto organization for a total of ten months; and

WHEREAS, Edward Phelps secured his place in baseball immortality as a member of the powerhouse Pittsburgh Pirates teams that won the 1902 and 1903 National League Pennants, earning the distinct honor of being the first National League catcher to appear in a modern World Series during the inaugural 1903 Fall Classic against Boston; and

WHEREAS, Over the course of 633 Major League games, he demonstrated excellent athletic prowess, compiling 460 hits, 45 doubles, 20 triples, and 205 runs batted in (RBIs), while proving to be an indispensable defensive general behind the home plate during baseball's legendary "Deadball Era"; and

WHEREAS, Following his major league career, he returned to his upstate New York roots to share his immense baseball knowledge as the player-manager for the Albany Senators in 1914 and 1915, continuing to mentor generations of local ballplayers; and

WHEREAS Edward Phelps chose the community of East Greenbush as his home in 1913, spending his final decades as a respected local resident until his passing on January 31, 1942, at the age of 62, where he now rests peacefully in the historic Greenbush Reformed Church Cemetery; now, therefore, be it

RESOLVED, That Rensselaer County officially recognizes and honors Edward "Eddie" Jaykill Phelps for his historic contributions to America's national pastime, his pioneering legacy as a Capital Region sports hero, and his enduring place in the heritage of East Greenbush, New York; and, be it further

RESOLVED, That a copy of this Resolution, suitably engrossed, be transmitted to the East Greenbush Town Historian Bobbie Reno.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Hoffman, Loveridge, Bayly, Herrington, Casale, Choquette, Film, Maloney, Patire, Wysocki

Sent To: Rules & Legislative Operations

Committee

Date September 8, 2026

Resolution No. P/29

RESOLUTION URGING GOVERNOR KATHY HOCHUL AND THE STATE OF NEW YORK TO RESTORE FULL FUNDING FOR DOMESTIC VIOLENCE, RAPE CRISIS, CHILD ADVOCACY AND OTHER VICTIM SERVICES

WHEREAS, The Rensselaer County Legislature recognizes that domestic violence programs, rape crisis centers, child advocacy centers and other victim service organizations provide critical and often lifesaving assistance to children, families and individuals during some of the most difficult and dangerous circumstances of their lives; and

WHEREAS, These organizations provide essential services including emergency shelter, crisis intervention, counseling, advocacy, safety planning, assistance navigating the criminal justice system and connections to other community resources for victims and survivors of domestic violence, sexual assault, child abuse and other crimes; and

WHEREAS, The New York State Office of Victim Services recently completed a competitive procurement process for federal Victims of Crime Act funding in which 316 applicants sought approximately \$626 million over two years, substantially exceeding the funding available, resulting in significant funding reductions or the loss of funding for numerous established domestic violence programs, rape crisis centers, child advocacy centers and other victim service providers throughout New York State; and

WHEREAS, These reductions have raised serious concerns regarding the ability of affected organizations to maintain adequate staffing and continue providing essential services to victims and survivors who rely upon these programs during times of crisis; and

WHEREAS, According to information provided by members of the New York State Senate, 36 of New York's 48 Child Advocacy Centers applied for funding, with six receiving no funding and 21 facing substantial reductions; and

WHEREAS, Of 42 rape crisis centers responding to a survey conducted by the New York State Coalition Against Sexual Assault, 30 reported losing funding and 29 indicated that the reductions would require staffing cuts, demonstrating the significant impact these funding decisions could have on the availability of services throughout New York State; and

WHEREAS, Members of the New York State Senate have raised concerns regarding these reductions and have called upon Governor Kathy Hochul to restore funding for rape crisis centers, domestic violence programs, child advocacy centers and other organizations serving victims of crime; and

WHEREAS, In a letter to Governor Hochul, State Senator Rob Rolison urged the Governor to restore funding for victim service providers, and that effort was joined and supported by several members of the New York State Senate, including Rensselaer County's State Senator Jake Ashby; and

WHEREAS, State lawmakers have also called for New York to establish a more stable and predictable funding stream for victim service organizations so that these essential providers are not subjected to funding uncertainty that can jeopardize staffing and the continuity of critical services; and

WHEREAS, The Rensselaer County Legislature believes that it is counterproductive to strengthen efforts to identify and assist victims at the greatest risk while simultaneously allowing resources to be reduced for the organizations responsible for providing those victims with shelter, counseling, advocacy and other essential assistance; and

WHEREAS, The Rensselaer County Legislature further believes that protecting victims of domestic violence, sexual assault and child abuse must remain a fundamental responsibility and priority of government and that victims seeking safety should never be denied assistance because the resources of the organizations serving them have been diminished; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby expresses its strong support for the efforts of members of the New York State Senate, including Senator Jake Ashby, calling for the restoration of funding for domestic violence programs, rape crisis centers, child advocacy centers and other victim service providers throughout New York State; and, be it further

RESOLVED, That this Legislative Body respectfully urges Governor Kathy Hochul, the New York State Office of Victim Services and appropriate State officials to take immediate action to restore funding to affected victim service organizations and ensure that no victim is denied critical assistance because of reductions in available funding; and, be it further

RESOLVED, That this Legislative Body urges New York State to utilize available State resources, where necessary, to address funding shortfalls affecting established victim service providers and prevent reductions in staffing, programs and services relied upon by victims and survivors; and, be it further

RESOLVED, That this Legislative Body further urges New York State to develop a stable, predictable and sustainable funding mechanism for these organizations so that providers can adequately plan, retain qualified staff and maintain uninterrupted services for victims and survivors; and, be it further

RESOLVED, That the Clerk of the Rensselaer County Legislature is hereby directed to transmit copies of this resolution to Governor Kathy Hochul; Senator Jake Ashby; Assembly members Scott Bendett and John McDonald; the New York State Office of Victim Services; and such other persons as may be deemed appropriate.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026