**RENSSELAER COUNTY LEGISLATURE**
**REGULAR MEETING**

Tuesday, November 10, 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 October 13, 2026 was dispensed with and approved as printed.

**MEETING AGENDA**

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| **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 Live<br>1 Introductory |
| **INDEX OF RESOLUTIONS:** | Attached |

**LEGISLATOR'S PRIVILEGE:**

**ADJOURNMENT:**

**RENSSELAER COUNTY LEGISLATURE**
**REGULAR MEETING**

**TUESDAY, NOVEMBER 10, 2026**

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| **LOCAL LAWS** | | |
| **PW/B/R** | **LL** | **A LOCAL LAW OF THE COUNTY OF RENSSELAER AMENDING SECTION 6 OF LOCAL LAW NO. 3 OF 1994 RELATIVE TO SEWER RENTS PROCEDURES** |
| **(Intro)** | **LL (T-6)** | **A LOCAL LAW AUTHORIZING FULL PROPERTY TAX EXEMPTION FOR CERTAIN 100% PERMANENT AND TOTAL SERVICE-DISABLED VETERANS** |
| **COMMITTEE** | **RESOLUTION** | **TITLE** |
| **J/B/R** | **G/1** | **RESOLUTION AUTHORIZING THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO RELEASE ITS MAINTENANCE JURISDICTION OVER A CERTAIN PARCEL OF PROPERTY IN THE TOWN OF HOOSICK – COUNTY ATTORNEY** |
| **B/R** | **G/2** | **RESOLUTION AUTHORIZING AND DIRECTING THE COUNTY CHIEF FISCAL OFFICER TO PERFORM THE DUTIES SET FORTH IN SECTION 554 OF THE NEW YORK STATE REAL PROPERTY TAX LAW – REAL PROPERTY TAX SERVICES** |
| **B/R** | **G/3** | **RESOLUTION AUTHORIZING AND DIRECTING THE COUNTY CHIEF FISCAL OFFICER TO PERFORM THE DUTIES SET FORTH IN SECTION 556 OF THE NEW YORK STATE REAL PROPERTY TAX LAW – REAL PROPERTY TAX SERVICES** |
| **B/R** | **G/4** | **RESOLUTION ESTABLISHING COUNTY EQUALIZATION RATES** |
| **B/R** | **G/5** | **RESOLUTION LEVYING TAXES AND ASSESSMENTS FOR ANNUAL TOWN BUDGETS OF THE COUNTY OF RENSSELAER FOR 2027 – REAL PROPERTY TAX SERVICES** |
| **C/H/B/R** | **G/6** | **RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DEPARTMENT OF HEALTH FOR THE EARLY INTERVENTION ADMINISTRATION GRANT PROGRAM – DEPARTMENT OF HEALTH** |
| **C/P/B/R** | **G/7** | **RESOLUTION AUTHORIZING AN AGREEMENT WITH YANKEE TRAILS, INC. FOR FEDERAL SECTION 5311 OPERATING ASSISTANCE – BUREAU OF ECONOMIC DEVELOPMENT & PLANNING** |

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| **SS/C/B/R** | **G/8** | **RESOLUTION AUTHORIZING THE USE OF CONSORTIUM CONTRACTS –VAN RENSSELAER MANOR** |
| **C/J/B/R** | **G/9** | **RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE PUBLIC SAFETY ANSWERING POINT OPERATIONS GRANT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY** |
| **SS/C/B/R** | **G/10** | **RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR** |
| **C/J/B/R** | **G/11** | **RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE STATEWIDE INTEROPERABLE COMMUNICATIONS GRANT PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY** |
| **SS/C/B/R** | **G/12** | **RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR** |
| **PW/B/R** | **G/13** | **RESOLUTION AUTHORIZING THE PURCHASE OF SNOW & ICE CONTROL AGENTS FROM NEW YORK STATE CONTRACT – HIGHWAY DEPARTMENT** |
| **PW/B/R** | **G/14** | **RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – HIGHWAY DEPARTMENT** |
| **C/PW/B/R** | **G/15** | **RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR ENGINEERING DESIGN SERVICES FOR DYKEN POND - HIGHWAY DEPARTMENT** |
| **C/PW/B/R** | **G/16** | **RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUNICIPALITIES FOR SNOW AND ICE REMOVAL – HIGHWAY DEPARTMENT** |
| **C/PW/B/R** | **G/17** | **RESOLUTION AUTHORIZING AN AGREEMENT WITH WORKPLACE SAFETY CONSULTANTS D/B/A WORKPLACE SCREENING CENTERS FOR OCCUPATIONAL HEALTH SERVICES – HIGHWAY DEPARTMENT** |

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| **Per/C/B/R** | **G/18** | **RESOLUTION AUTHORIZING THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD'S ACCEPTANCE OF FEDERAL WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FUNDS FROM THE SARATOGA-WARREN-WASHINGTON WORKFORCE DEVELOPMENT BOARD, AUTHORIZING A CONSULTING AGREEMENT, AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF EMPLOYMENT AND TRAINING** |
| **SS/C/B/R** | **G/19** | **RESOLUTION AUTHORIZING AN AMENDMENT AGREEMENT WITH MOBILE IMAGING, LTD – VAN RENSSELAER MANOR** |
| **SS/C/B/R** | **G/20** | **RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, AUTHORIZING AN AGREEMENT AMENDMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH** |
| **C/B/R** | **G/21** | **RESOLUTION AUTHORIZING PAYMENT OF ANNUAL MAINTENANCE AGREEMENT FOR TYLER TECHNOLOGIES, INC. – BUREAU OF FINANCE** |
| **SS/B/R** | **G/22** | **RESOLUTION AUTHORIZING THE PURCHASE OF ONE VEHICLE– DEPARTMENT OF SOCIAL SERVICES** |
| **SS/C/B/R** | **G/23** | **RESOLUTION AUTHORIZING AN AGREEMENT WITH ALLIANCE RISK GROUP INC. - DEPARTMENT OF SOCIAL SERVICES** |
| **SS/B/R** | **G/24** | **RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF SOCIAL SERVICES** |
| **C/J/B/R** | **G/25** | **RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – OFFICE OF THE SHERIFF** |
| **C/J/B/R** | **G/26** | **RESOLUTION AUTHORIZING A SERVICE CONTRACT WITH BLACK CREEK INTEGRATED SYSTEMS CORPORATION FOR THE RENSSELAER COUNTY CORRECTIONAL FACILITY INMATE MANAGEMENT SYSTEM – OFFICE OF THE RENSSELAER COUNTY SHERIFF** |

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| J/B/R | G/27 | RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF |
| J/B/R | G/28 | RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – OFFICE OF THE RENSSELAER COUNTY SHERIFF |
| PW/B/R | G/29 | RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTING UPGRADES FOR THE FAMILY COURT FACILITY - BUILDINGS DEPARTMENT |
| J/B/R | G/30 | RESOLUTION AUTHORIZING AN EXTENSION OF A GRANT AWARD FROM NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES – PUBLIC DEFENDER, CONFLICT DEFENDER AND PUBLIC ADMINISTRATOR |
| C/B/R | G/31 | RESOLUTION AUTHORIZING EXTENSION OF AN AGREEMENT WITH NTS DATA SERVICES, LLC – BOARD OF ELECTIONS |
| V/B/R | G/32 | RESOLUTION AUTHORIZING THE PURCHASE OF COATS (UNIFIED FAMILY SERVICES – YOUTH SERVICES) |
| Env/B/R | G/33 | RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO MUNICIPALITIES AS PART OF THE HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS FOR 2027 – ENVIRONMENTAL MANAGEMENT |
| PW/B/R | G/34 | RESOLUTION CONFIRMING A SEWER RENT SCHEDULE AS ESTABLISHED BY THE COMMISSIONERS OF THE RENSSELAER COUNTY SEWER DISTRICT NUMBER ONE- SEWER DISTRICT NO. 1 |
| B/R | G/35 | RESOLUTION PROVIDING FOR THE DISTRIBUTION OF MORTGAGE TAX |
| R | P/36 | RESOLUTION ESTABLISHING A DATE FOR A SPECIAL MEETING |
| R | P/37 | RESOLUTION COMMENDING WARREN W. FANE, INC. UPON THE OCCASION OF ITS SEVENTY-FIFTH ANNIVERSARY |
| R | P/38 | RESOLUTION COMMENDING OFF SHORE PIER ON THE OCCASION OF ITS 50TH ANNIVERSARY |
| R | P/39 | RESOLUTION RECOGNIZING DECEMBER AS BUY |

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| | | **LOCAL MONTH IN RENSSELAER COUNTY** |
| **R** | **P/40** | **RESOLUTION CALLING UPON THE NEW YORK STATE DEPARTMENT OF HEALTH AND DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO CONDUCT AIR, SOIL, AND LEACHATE TESTING IN AND AROUND THE DUNN LANDFILL** |
| **R** | **P/41** | **RESOLUTION OPPOSING THE CITY OF ALBANY'S PROPOSAL TO IMPOSE AN EARNINGS TAX ON NONRESIDENT WORKERS** |
| **R** | **P/42** | **RESOLUTION IN MEMORIAM OF THOMAS E. SANFORD** |
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# *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. of the year 2026**

**A local law of the County of Rensselaer Amending Section 6 of Local Law No. 3 of 1994 Relative to Sewer Rents Procedures**

**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 Municipal Home Rule Law.

## SECTION 2. LEGISLATIVE PURPOSE AND INTENT

Currently, pursuant to the last paragraph in Section 6 "Appeals and Legislative Procedures" of Local Law No. 3 of 1994 of Rensselaer County, it states "The Rensselaer County Legislature shall act upon the proposed schedule of sewer rents, or schedule of amended sewer rents, and on all appeals no later than October 1 of each calendar year." However, such date is inconsistent with the County Budget Schedule for the County of Rensselaer. Therefore, such date should be changed to "December 15" of each calendar year.

## SECTION 3. AMENDMENT

The last paragraph of Section 6, "Appeals and Legislative Procedures" of Local Law No. 3 of 1994 of Rensselaer County, is hereby amended to read "The Rensselaer County Legislature shall act upon the proposed schedule of sewer rents, or schedule of amended sewer rents, and on all appeals no later than December 15 of each calendar year."

**SECTION 4. 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 5. 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:
November 10, 2026

Approved by the County Executive:

Dated: _____, 2026

_____
Steven F. McLaughlin
County Executive

# *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 6 of the year 2026**

**A local law A LOCAL LAW AUTHORIZING FULL PROPERTY TAX EXEMPTION FOR CERTAIN 100% PERMANENT AND TOTAL SERVICE-DISABLED VETERANS**

**By: Casale**

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

**County of Rensselaer as follows:**

**SECTION 1. LEGISLATIVE INTENT AND AUTHORITY**

This Local Law is adopted pursuant to Section 458-a(11) of the New York State Real Property Tax Law. the Rensselaer County Legislature finds that veterans who have sustained permanent and total service-connected disabilities in the service of the United States have made extraordinary sacrifices on behalf of this Nation. The legislature further finds that providing a full exemption from County real property taxation for the primary residence of such veterans is in the public interest and serves a valid public purpose by recognizing their service and assisting them in remaining in their homes.

**SECTION 2. ADOPTION OF EXEMPTION**

Pursuant to Section 458-a(11) of the Real Property Tax Law, the County of Rensselaer hereby adopts the exemption authorized therein.

The primary residence of any seriously disabled veteran meeting the eligibility requirements set forth in Section 458-a(11) of the Real Property Tax Law shall be fully exempt from taxation for County purposes, together with any special district charges, assessments, and special ad valorem levies to the extent authorized by such section.

**SECTION 3. ELIGIBILITY**

Eligibility for the exemption shall be determined in accordance with Section 458-a(11) of the Real Property Tax Law, as may be amended from time to time.

**SECTION 4. ADMINISTRATION**

The exemption shall be administered by the assessors of the assessing units within Rensselaer County in accordance with the provisions of the Real Property Tax Law, regulations and guidance issued by the New York State Department of Taxation and Finance, and the forms prescribed by the Commissioner of Taxation and Finance.

**SECTION 5. NO REDUCTION BELOW ZERO**
In no event shall the taxable assessed value of qualifying real property be reduced below zero, and nothing contained in this Local Law shall be construed to discontinue or impair any exemption granted pursuant to subdivision 3 of Section 458 of the Real Property Tax Law.

**SECTION 6. NOTIFICATION**
The Clerk of the Legislature shall provide notice of the adoption of this Local Law to the New York State Department of Veterans' Services as provided in Section 458-a(11) of the Real Property Tax Law.

**SECTION 7. SEVERABILITY**
If any clause, sentence, paragraph, subdivision, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such 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 thereof directly involved in the controversy in which such judgment shall have been rendered.

**SECTION 8. EFFECTIVE DATE**
This Local Law shall take effect immediately upon filing with the Secretary of State pursuant to Municipal Home Rule §27; provided, however, that the exemptions authorized under Section 458-a(11) of the Real Property Tax Law shall first apply to County taxes levied on the 2027 assessment roll and each roll prepared thereafter.

**Local Law ADOPTED by the following ROLL CALL vote:**
**Ayes:**
**Nays:**
**Abstain:**
**December 8, 2026**

**Approved by the County Executive:**

**Dated: _____**

**_____**
**Steven F. McLaughlin**
**County Executive**

**INTRODUCTORY NO. 5**
**PRINT NO. 1 OF 2026**

**Introduced by: Supervisors Murray, Antoski, Arnold, Brennan, Gyarmathy, Sanghvi, and Sturm**

# COUNTY OF SARATOGA
# LOCAL LAW NO. 6 – 2026

## A LOCAL LAW AUTHORIZING FULL PROPERTY TAX EXEMPTION FOR CERTAIN 100% PERMANENT AND TOTAL SERVICE-DISABLED VETERANS

**BE IT ENACTED,** by the **Board of Supervisors** of the **County of Saratoga,** New York as follows:

## SECTION 1. LEGISLATIVE INTENT AND AUTHORITY

This Local Law is adopted pursuant to Section 458-a(11) of the New York State Real Property Tax Law. The Saratoga County Board of Supervisors finds that veterans who have sustained permanent and total service-connected disabilities in the service of the United States have made extraordinary sacrifices on behalf of this Nation. The Board further finds that providing a full exemption from County real property taxation for the primary residence of such veterans is in the public interest and serves a valid public purpose by recognizing their service and assisting them in remaining in their homes.

## SECTION 2. ADOPTION OF EXEMPTION

Pursuant to Section 458-a(11) of the Real Property Tax Law, the County of Saratoga hereby adopts the exemption authorized therein.

The primary residence of any seriously disabled veteran meeting the eligibility requirements set forth in Section 458-a(11) of the Real Property Tax Law shall be fully exempt from taxation for County purposes, together with any special district charges, assessments, and special ad valorem levies to the extent authorized by such section.

## SECTION 3. ELIGIBILITY

Eligibility for the exemption shall be determined in accordance with Section 458-a(11) of the Real Property Tax Law, as may be amended from time to time.

## SECTION 4. ADMINISTRATION

The exemption shall be administered by the assessors of the assessing units within Saratoga County in accordance with the provisions of the Real Property Tax Law, regulations and guidance issued by the

New York State Department of Taxation and Finance, and the forms prescribed by the Commissioner of Taxation and Finance.

**SECTION 5. NO REDUCTION BELOW ZERO**

In no event shall the taxable assessed value of qualifying real property be reduced below zero, and nothing contained in this Local Law shall be construed to discontinue or impair any exemption granted pursuant to subdivision 3 of Section 458 of the Real Property Tax Law.

**SECTION 6. NOTIFICATION**

The Clerk of the Board shall provide notice of the adoption of this Local Law to the New York State Department of Veterans' Services as provided in Section 458-a(11) of the Real Property Tax Law.

**SECTION 7. SEVERABILITY**

If any clause, sentence, paragraph, subdivision, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such 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 thereof directly involved in the controversy in which such judgment shall have been rendered.

**SECTION 8. EFFECTIVE DATE**

This Local Law shall take effect immediately upon filing with the Secretary of State pursuant to Municipal Home Rule §27; provided, however, that the exemptions authorized under Section 458-a(11) of the Real Property Tax Law shall first apply to County taxes levied on the 2027 assessment roll and each roll prepared thereafter.

# BOARD OF SUPERVISORS

**08/18/2026**

## RESOLUTION 235 – 2026

**Introduced by Veterans' Affairs: Supervisors Murray, Antoski, Arnold, Brennan, Gyarmathy, Sanghvi, and Sturm**

**INTRODUCING A PROPOSED LOCAL LAW, IDENTIFIED AS INTRODUCTORY NO. 5, PRINT NO. 1 OF 2026, ENTITLED "A LOCAL LAW AUTHORIZING FULL PROPERTY TAX EXEMPTION FOR CERTAIN 100% PERMANENT AND TOTAL SERVICE-DISABLED VETERANS" AND SETTING A DATE FOR A PUBLIC HEARING THEREON**

**WHEREAS,** Section 458-a(11) of the New York State Real Property Tax Law authorizes a county, by resolution, to grant a real property tax exemption to the primary residences of qualifying veterans who have received a determination from the United States Department of Veterans Affairs that they have a permanent and total service-connected disability; and

**WHEREAS,** the New York State Legislature amended Section 458-a of the Real Property Tax Law through Part EE of Chapter 59 of the Laws of 2026, authorizing local taxing jurisdictions to adopt the exemption provided for qualifying permanently and totally disabled veterans, subject to the requirements and limitations set forth therein; and

**WHEREAS,** the Board of Supervisors recognizes the extraordinary sacrifices made by disabled veterans in the service of the United States and finds that providing this exemption is an appropriate means of recognizing those sacrifices and assisting those veterans and their families; and

**WHEREAS,** the Board of Supervisors desires to make the exemption authorized by Real Property Tax Law § 458-a(11) available with respect to taxes levied by the County of Saratoga; now, therefore, be it

**RESOLVED,** that a proposed Local Law, identified as Introductory No. 5, Print No. 1 of 2026, entitled "A Local Law Authorizing Full Property Tax Exemption for Certain 100% Permanent and Total Service-Disabled Veterans" is hereby introduced before this Board of Supervisors; and be it further

**RESOLVED,** that the Saratoga County Board of Supervisors shall hold a Public Hearing on Wednesday, September 9, 2026 at 4:30p.m. in the Meeting Room of the Saratoga County Board of Supervisors, at 40 McMaster Street, Ballston Spa, New York 12020, on the matter of the adoption of such proposed Local Law, and the Clerk of this Board of Supervisors be hereby directed to give notice of such Public Hearing in the manner prescribed by law; and be it further

**RESOLVED,** that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact.

August 18, 2026 Regular Meeting
Motion to Adopt: Supervisor Grasso
Second: Supervisor Kinowski

AYES (222,513): John Antoski (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Ram mohan Lalukota (19014.5), Harry Brennan (819), James D. Arnold (3525), Michael Gyarmathy (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Cynthia Young (17130), Scott Ostrander (18800), Jesse Fish (16202), Willard H. Peck (5242), Susan Wemple (2075), Ian Murray (5808), Sarah J. Burger (14245.5), Minita Sanghvi (14245.5), Edward D. Kinowski (9022), David Ball (8208), Toni Sturm (17361)
NOES (0):
ABSENT (12,996): C. Eric Butler (6500), Robert Anderson (1333), Thomas Richardson (5163)

**INTRODUCTORY NO. 5**
**PRINT NO. 1 OF 2026**

**Introduced by: Supervisors Murray, Antoski, Arnold, Brennan, Gyarmathy, Sanghvi, and Sturm**

**COUNTY OF SARATOGA**
**LOCAL LAW NO. – 2026**

# A LOCAL LAW AUTHORIZING FULL PROPERTY TAX EXEMPTION FOR CERTAIN 100% PERMANENT AND TOTAL SERVICE-DISABLED VETERANS

**BE IT ENACTED,** by the **Board of Supervisors** of the **County of Saratoga,** New York as follows:

## SECTION 1. LEGISLATIVE INTENT AND AUTHORITY

This Local Law is adopted pursuant to Section 458-a(11) of the New York State Real Property Tax Law. The Saratoga County Board of Supervisors finds that veterans who have sustained permanent and total service-connected disabilities in the service of the United States have made extraordinary sacrifices on behalf of this Nation. The Board further finds that providing a full exemption from County real property taxation for the primary residence of such veterans is in the public interest and serves a valid public purpose by recognizing their service and assisting them in remaining in their homes.

## SECTION 2. ADOPTION OF EXEMPTION

Pursuant to Section 458-a(11) of the Real Property Tax Law, the County of Saratoga hereby adopts the exemption authorized therein.

The primary residence of any seriously disabled veteran meeting the eligibility requirements set forth in Section 458-a(11) of the Real Property Tax Law shall be fully exempt from taxation for County purposes, together with any special district charges, assessments, and special ad valorem levies to the extent authorized by such section.

## SECTION 3. ELIGIBILITY

Eligibility for the exemption shall be determined in accordance with Section 458-a(11) of the Real Property Tax Law, as may be amended from time to time.

## SECTION 4. ADMINISTRATION

The exemption shall be administered by the assessors of the assessing units within Saratoga County in accordance with the provisions of the Real Property Tax Law, regulations and guidance issued by the New York State Department of Taxation and Finance, and the forms prescribed by the Commissioner of Taxation and Finance.

**SECTION 5. NO REDUCTION BELOW ZERO**

In no event shall the taxable assessed value of qualifying real property be reduced below zero, and nothing contained in this Local Law shall be construed to discontinue or impair any exemption granted pursuant to subdivision 3 of Section 458 of the Real Property Tax Law.

**SECTION 6. NOTIFICATION**

The Clerk of the Board shall provide notice of the adoption of this Local Law to the New York State Department of Veterans' Services as provided in Section 458-a(11) of the Real Property Tax Law.

**SECTION 7. SEVERABILITY**

If any clause, sentence, paragraph, subdivision, section, or part of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such 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 thereof directly involved in the controversy in which such judgment shall have been rendered.

**SECTION 8. EFFECTIVE DATE**

This Local Law shall take effect immediately upon filing with the Secretary of State pursuant to Municipal Home Rule §27; provided, however, that the exemptions authorized under Section 458-a(11) of the Real Property Tax Law shall first apply to County taxes levied on the 2028 assessment roll and each roll prepared thereafter.

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Maloney, Weaver

**Sent To:** Judiciary & Public Safety **Committee** **Date** November 10, 2026

**Resolution No.** G/1

**RESOLUTION AUTHORIZING THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO RELEASE ITS MAINTENANCE JURISDICTION OVER A CERTAIN PARCEL OF PROPERTY IN THE TOWN OF HOOSICK – COUNTY ATTORNEY**

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

**WHEREAS,** A previous owner of property located at 22126 State Route 22 in Hoosick (Tax Map Parcel 17.4-3-39) contacted the State Department of Transportation with an interest in acquiring a portion of the right-of-way adjacent to her property along State Route 22 ("Property"); and

**WHEREAS,** By virtue of a 1931 Acquisition Map, Rensselaer County acquired this right-of-way by the Department of Public Works for the reconstruction of the Hoosick-North Hoosick County Highway No.490 with New York State retaining maintenance jurisdiction over the Property; and

**WHEREAS,** Krystal Jeffries and Andrew Planz are the current owners of 22126 State Route 22 in Hoosick and they seek the State to release its maintenance jurisdiction over the property so they can obtain fee title to the Property from the County of Rensselaer; and

**WHEREAS,** The New York State Department of Transportation ("NYSDOT") has indicated a willingness to release its maintenance jurisdiction over the Property; and

**WHEREAS,** Rensselaer County does not currently use the Property for any public purpose and does not foresee any need for the Property in the future; and

**WHEREAS,** With the abandonment by the New York State Department of Transportation of its maintenance jurisdiction, Rensselaer County can proceed to convey its interest in the Property to the current owners of the Property; now, therefore, be it

**RESOLVED,** That the County of Rensselaer hereby requests that the NYSDOT release its maintenance jurisdiction over that portion of highway right of way along New York State Route 22 in the Town of Hoosick as determined by NYSDOT to be excess property; and, be it further

**RESOLVED,** That, pursuant to County Law Sections 118-a and 131-b, the Legislature for the County of Rensselaer hereby determines that the Property as described above is no longer necessary for public use; and, be it further

**RESOLVED,** That the County of Rensselaer authorizes conveyance by quitclaim deed of its interest in the above-described Property to Krystal Jeffries and Andrew Planz; and, be it further

**RESOLVED,** That the Rensselaer County Executive, or his designee, is authorized to sign said quit claim deed and other documents necessary to convey the interest of the County in the Property to Krystal Jeffries and Andrew Planz, subject to the approval by the Rensselaer County Attorney as to form.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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)** Bayly, Hoffman, Fleming

**Sent To:** Budget & Finance **Committee** **Date** November 10, 2026

**Resolution No.** G/2

**RESOLUTION AUTHORIZING AND DIRECTING THE COUNTY CHIEF FISCAL OFFICER TO PERFORM THE DUTIES SET FORTH IN SECTION 554 OF THE NEW YORK STATE REAL PROPERTY TAX LAW – REAL PROPERTY TAX SERVICES**

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

**WHEREAS,** Pursuant to Chapter 515 of the laws of 1997, New York State Real Property Tax Law, Section 554 has been amended to allow a tax levying body to authorize a designated official to approve the correction of a tax roll where the correction of the tax roll does not exceed $2,500; and

**WHEREAS,** The purpose of this amendment is to expedite the procedure by which a tax roll is corrected and the subsequent collection of the correct tax; and

**WHEREAS,** Said designated official must be someone empowered to authorize payment of bills without prior audit by such Legislative body; and

**WHEREAS,** The Rensselaer County Attorney has determined that official to be the Chief Fiscal Officer; and

**WHEREAS,** On or before the fifteenth (15th) day of the month, the designated official shall submit a report to the tax levying body of the corrections processed during the proceeding month listing the taxpayers name, the tax map number and amount of correction; and

**WHEREAS,** This Resolution shall be in effect from January 1, 2027 through December 31, 2027; now therefore, be it

**RESOLVED,** That the Rensselaer County Chief Fiscal Officer is hereby authorized and directed to perform the duties set forth in Section 554 of the New York State Real Property Tax Law.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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)** Bayly, Hoffman, Fleming

**Sent To:** Budget & Finance **Committee** **Date** November 10, 2026

**Resolution No.** G/3

**RESOLUTION AUTHORIZING AND DIRECTING THE COUNTY CHIEF FISCAL OFFICER TO PERFORM THE DUTIES SET FORTH IN SECTION 556 OF THE NEW YORK STATE REAL PROPERTY TAX LAW – REAL PROPERTY TAX SERVICES**

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

**WHEREAS,** Pursuant to Chapter 515 of the laws of 1997, New York State Real Property Tax Law, Section 556 has been amended to allow a tax levying body to authorize a designated official to approve the refund of taxes on the tax roll does not exceed $2,500; and

**WHEREAS,** The purpose of this amendment is to expedite the procedure by which a tax roll is corrected and the subsequent collection of the correct tax; and

**WHEREAS,** Said designated official must be someone empowered to authorize payment of bills without prior audit by such Legislative body; and

**WHEREAS,** The Rensselaer County Attorney has determined that official to be the Chief Fiscal Officer; and

**WHEREAS,** On or before the fifteenth (15th) day of the month, the designated official shall submit a report to the tax levying body of the corrections processed during the proceeding month listing the taxpayers name, the tax map number and amount of correction; and

**WHEREAS,** This Resolution shall be in effect from January 1, 2027 through December 31, 2027, now therefore, be it

**RESOLVED,** That the County Chief Fiscal Officer is hereby authorized and directed to perform the duties set forth in Section 556 of the New York State Real Property Tax Law.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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)** Bayly, Hoffman, Fleming

**Sent To:** Budget & Finance **Committee** **Date** November 10, 2026

**Resolution No. G/4**

**RESOLUTION ESTABLISHING COUNTY EQUALIZATION RATES**

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

**WHEREAS,** The New York State Office of Real Property Services has furnished the Rensselaer County Legislature with advisory County equalization rates for 2027 for several cities and towns within said County; now, therefore, be it

**RESOLVED,** That pursuant to Section 840 of the Real Property Tax Law, the following County equalization rates are hereby adopted and established for the tax year 2027.

CITY OF RENSSELAER.....14.00

CITY OF TROY.....50.30

TOWN OF BERLIN.....12.50

TOWN OF BRUNSWICK.....14.80

TOWN OF EAST GREENBUSH.....98.00

TOWN OF GRAFTON.....100.00

TOWN OF HOOSICK.....92.00

TOWN OF NASSAU.....44.70

TOWN OF NORTH GREENBUSH.....14.50

TOWN OF PETERSBURGH.....100.00

TOWN OF PITTSTOWN.....95.00

TOWN OF POESTENKILL.....14.80

TOWN OF SAND LAKE.....100.00

TOWN OF SCHAGHTICOKE..... 13.13

TOWN OF SCHODACK.....57.00

TOWN OF STEPHENTOWN .....100.00

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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)** Bayly, Hoffman, Fleming

**Sent To:** Budget & Finance **Committee** **Date** November 10, 2026

**Resolution No.** G/5

**RESOLUTION LEVYING TAXES AND ASSESSMENTS FOR ANNUAL TOWN BUDGETS OF THE COUNTY OF RENSSELAER FOR 2027 – REAL PROPERTY TAX SERVICES**

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

**WHEREAS,** Pursuant to Section 115 of the Town Law of the State of New York, a County Legislature shall levy and cause to be raised the amount specified in said annual budget of towns to be levied by tax or assessment; now, therefore, be it

**RESOLVED,** That the Annual Town Budgets for the Towns of:

| | |
|---|---|
| BERLIN | PETERSBURGH |
| BRUNSWICK | PITTSTOWN |
| EAST GREENBUSH | POESTENKILL |
| GRAFTON | SAND LAKE |
| HOOSICK | SCHAGHTICOKE |
| NASSAU | SCHODACK |
| NORTH GREENBUSH | STEPHENTOWN |

For the year of 2027 providing for levying taxes and assessments are hereby approved.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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, Loveridge, Ashley, Patire, Nichols

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/6

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DEPARTMENT OF HEALTH FOR THE EARLY INTERVENTION ADMINISTRATION GRANT PROGRAM – DEPARTMENT OF HEALTH**

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

**WHEREAS,** Rensselaer County Department of Health ("RCDOH") is in receipt of a grant award from the New York State Department of Health ("NYSDOH") for the Early Intervention Administration Grant Program in the amount of $465,625.00, in annual installments of $93,125.00, for the period of October 1, 2026 through September 30, 2031; and

**WHEREAS,** Rensselaer County must provide appropriate intervention to improve child and family development; and

**WHEREAS,** This program is essential for identifying and coordinating services for infants and toddlers residing in Rensselaer County whose healthy development is compromised and is fully funded by State monies and will produce no fiscal impact on Rensselaer County; and

**WHEREAS,** Should the needs of the RCDOH change, the grant budget would be modified as required by the NYSDOH Bureau of Family Health, Early Intervention Administration; and

**WHEREAS,** It is anticipated that the portion of this funding to be received within 2026 will total $22,937.00, and since this funding will offset already budgeted salary and fringe of incumbent Department personnel working on this program, the RCDOH 2026 budget will not be amended; 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.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

_____
**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

_____
**County Executive**

# LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION ACCEPTING GRANT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF HEALTH FOR THE EARLY INTERVENTION GRANT

Requested by: HEALTH DEPARTMENT

Sponsor(s):_____

## FISCAL IMPACT

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

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

   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 $ 465,625.00 and length of time state funding is available October 1, 2026 through September 30, 2031. Is it available for ongoing expenses? Yes _____ or No _____

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

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

   e) Other (please explain) $_____

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

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:_____
   This program is essential for identifying and coordinating services for infants and toddlers whose healthy development is compromised who reside in Rensselaer County and is 100% reimbursed.

Department Head

Leonard F. Claus Jr.

NEW YORK STATE | Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, MD, MPH
Commissioner

JOHANNE E. MORNE, MS
Executive Deputy Commissioner

September 2, 2026

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

Re: - C42726GM - Rensselaer County - Early Intervention Administration Program–(EI Admin) – Award-Request for Offline Budget

Dear Steven F McLaughlin,

Congratulations! I am pleased to inform you that an award for Rensselaer County has been specified regarding the above referenced initiative.

The full award amount is **$465,625** for the anticipated contract period of 10/1/2026-9/30/2031. The annual award amount of **$93,125** is for the anticipated first contract period of 10/1/2026 -9/30/2027. Final grant awards are contingent on the review and approval of the Office of the State Comptroller (OSC).

At this time, please complete and submit the attached offline budget document for **period 1 10/1/2026 – 9/30/2027**. Once this is reviewed, approved, and uploaded by the New York State Department of Health, the contract will be submitted to you for review and approval in the New York Statewide Financial System (SFS).

Helpful resources to assist you in that process can be found in the attached Budget Guidance documents as well as on slide 40 of the attached Information to Support Grantees document.

The steps/timeframes described below are based on approval of past contracts and are subject to change.

| Required Process Step* | Responsible | Complete By |
|---|---|---|
| Complete and Submit Offline Budget Document to Tiara Hurd at Tiara.Hurd@health.ny.gov | Vendor | Monday, September 14, 2026 |
| Program and Contract Managers Review and Approval | State Agency | Thursday, September 17, 2026 |
| Contract Review 1 thru 3 – (Offline budgets reviewed, request for edits, entered in SFS, Internal Reviews) | State Agency | Thursday, October 1, 2026 |
| Vendor Approval | Grant Contract Approver | Thursday, October 8, 2026 |
| Contract Package Validation –all internal agency approvals | State Agency | Tuesday, October 13, 2026 |
| Agency Approval | State Agency | Tuesday, October 20, 2026 |
| To Attorney General (AG) and Bureau of Contracts (BOC) | State Agency | Friday, November 6, 2026 |

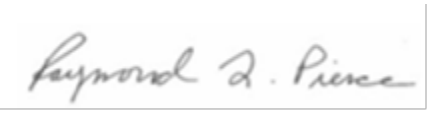
| | | |
|---|---|---|
| Final approval by OSC. Contract Executed before the contract start date of **10/1/2026** | OSC | Monday, November 23, 2026 |

Note: A separate communication will be sent shortly with subject line indicating Contractual Document Compliance. Please respond to this communication separate from this request. Documents requested as part of this request are required to advance the contract for official approvals.

We look forward to working with you on the successful implementation of the EIADMIN grant award. Offline budgets are to be submitted to your Program Manager at Tiara Hurd.

If you have any questions, or concerns before that time, please contact Tiara Hurd at (518) 473-7016 or Tiara.Hurd@health.ny.gov.

Sincerely,



Raymond Pierce, Director
Bureau of Early Intervention (BEI)
Division of Family Health

Attached:
1 Budget Proposal for Offline Budget (Excel)
2 EI Admin Program – Budget Instructions for SFS
3 SFS Grantee User Manual
- Preview a Contract Agreement (Pages 156 – 160)
- Update Contract Period Budget and Work Plan Information and Complete Review of a Contract During Collaboration (Pages 160 – 174)

4 Information to Support Grantees
5 MWBE Forms

cc: Leonard F. Claws Jr;
Ann Hansen;
Tina Van Epps;
Tiara Hurd;
Christopher Hayes

Early Intervention Administration
October 1, 2026 - September 30,2027
Contract # C-36427GG
Budget Statement and Report of Expenditures for Quarter Ending

| BUDGET ITEM | ANNUAL SALARY | PERCENTAGE | # of MONTHS | BUDGETED AMOUNT |
|---|---|---|---|---|
| **Personnel** | | | | |
| ECIS Worker | | | | |
| Theresa Buckley 2026 | $66,339.00 | 8.00% | 3 | $1,326.79 |
| Theresa Buckley 2027 | $67,666.00 | 8.00% | 9 | $4,059.96 |
| ECIS Worker | | | | |
| Deborah Scheidel 2026 | $66,237.00 | 8.00% | 3 | $1,324.75 |
| Deborah Scheidel 2027 | $67,562.00 | 8.00% | 9 | $4,053.72 |
| ECIS Worker | | | | |
| Heather Dube-Rieger 2026 | $66,339.00 | 8.00% | 3 | $1,326.80 |
| Heather Dube-Rieger 2027 | $67,666.00 | 8.00% | 9 | $4,059.96 |
| Principle Clerk | | | | |
| Michele Pasinella 2026 | $56,526.00 | 30.00% | 3 | $4,239.40 |
| Michele Pasinella 2027 | $57,657.00 | 30.00% | 9 | $12,972.83 |
| Diretor of Children with Special Needs | | | | |
| Ann Hansen 2026 | $91,703.00 | 30.00% | 3 | $6,877.73 |
| Ann Hansen 2027 | $93,537.00 | 30.00% | 9 | $21,045.83 |
| Sr Fiscal Coordinator | | | | |
| Tina Van Epps 2026 | $71,795.00 | 5.00% | 3 | $897.43 |
| Tina Van Epps 2027 | $73,231.00 | 5.00% | 9 | $2,746.16 |
| ECIS Worker | | | | |
| Nicole Green 2026 | $63,076.00 | 8.00% | 3 | $1,261.52 |
| Nicole Green 2027 | $64,338.00 | 8.00% | 9 | $3,860.28 |
| ECIS Worker | | | | |

| | | | | |
|---|---|---|---|---|
| Caroline White 2026 | $60,922.00 | 8.00% | 3 | $1,218.46 |
| Caroline White 2027 | $62,140.00 | 8.00% | 9 | $3,728.40 |
| | | | | |
| ECIS Worker | | | | |
| Christine Beattie 2026 | $60,922.00 | 8.00% | 3 | $1,218.45 |
| Christine Beattie 2027 | $62,140.00 | 8.00% | 9 | $3,728.40 |
| | | | | |
| Receptionist | | | | |
| Vanessa Briggs 2026 | $42,480.00 | 10.00% | 3 | $1,061.99 |
| Vanessa Briggs 2027 | $43,330.00 | 10.00% | 9 | $3,249.75 |
| | | | | |
| | | | | $84,258.60 |
| Fringe Benefits | | 10.52% | | $8,866.40 |
| | | | | |
| **Personnel Totals** | | | | **$93,125.00** |

| **BUDGET ITEM** |
|---|
| **Non Personnel** |
| Operating Expenses |
| **Non-Personnel Totals** |

**Statement Totals**

**$93,125.00**

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Loveridge, Grant, Ashley, Choquette, Wysocki, Sabo

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/7

**RESOLUTION AUTHORIZING AN AGREEMENT WITH YANKEE TRAILS, INC. FOR FEDERAL SECTION 5311 OPERATING ASSISTANCE – BUREAU OF ECONOMIC DEVELOPMENT & PLANNING**

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

**WHEREAS,** Rensselaer County, through its Bureau of Economic Development and Planning, participates in the Federal Section 5311 Operating Assistance Program for the provision of public transportation services; and

**WHEREAS,** Rensselaer County and Yankee Trails, Inc. previously entered into a Third-Party Agreement, Contract No. C003665, for the operation of public transportation services under the Federal Section 5311 Program for the period January 1, 2021 through December 31, 2025; and

**WHEREAS,** Rensselaer County and Yankee Trails, Inc. desire to enter into a Third-Party Agreement for an additional one (1) year, commencing January 1, 2026 and ending December 31, 2026, and to clarify certain reporting and administrative requirements; and

**WHEREAS,** Funding for the 2026 services was included in the 2026 Rensselaer County Adopted Budget; and

**WHEREAS,** Except as specifically amended therein, all other terms and conditions of the original Third-Party Agreement shall remain unchanged and in full force and effect; 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:**
**Nays:**
**Abstain:**
**November 10, 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**
**ECONOMIC DEVELOPMENT & PLANNING**
**333 Broadway, Suite 220**
**Troy, New York 12180**
**Phone: 518-270-2914**
**Fax: 518-270-2981**

**Steven F. McLaughlin**
**County Executive**

**Robert Pasinella**
**Director**

# MEMORANDUM

To: Justin Ned, Budget Analyst
CJ Kempf, County Attorney

From: Andrew Kretzschmar, Community Development Specialist

Date: September 23, 2026

Re: Resolution Nunc Pro Tunc Authorizing the Rensselaer County Executive to Execute Amendment No. 1 to the Third-Party Agreement with Yankee Trails, Inc. for Federal Section 5311 Operating Assistance

The Rensselaer County Public Transit program (Hoosick Falls Bus Run) recently underwent its 3-year FTA/NYSDOT review. I have attached the close out letter in this packet. There was a deficiency of an expired contract.

This resolution would amend the 2021-2025 3rd party agreement with Yankee Trails, Inc. to include 2026. The federal share is already budgeted in the 2026 budget and was requested for 2027 Budget.

NYSDOT would also like for the program to go out to bid, which has not happened in many years due to no other companies being interested. I am currently working on the Invitation for Bids, with the hope that could be ready for service in 2027.

Please let me know if you have any questions.

Thank you

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

Title of Legislation: RESOLUTION NUNC PRO TUNC AUTHORIZING THE RENSSELAER COUNTY EXECUTIVE TO EXECUTE AMENDMENT NO. 1 TO THE THIRD-PARTY AGREEMENT WITH YANKEE TRAILS, INC. FOR FEDERAL SECTION 5311 OPERATING ASSISTANCE

Requested by: Bureau of Economic Development & Planning

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $__68000_____ current year
   $_____ next year
   $_____ previous year
2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): federal DOT grant funding

   a) For federal funding: amount $_68000_____ and length of time federal funding is available __1 year__. Is it available for ongoing expenses? Yes _____ or No __X_____

   b) For state funding: amount $ 0 and length of time state funding is available __n/a__. 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 $__n.a._____
   Total projected interest costs $_____

   d) Tax levy impact for current year $__0__and ongoing $_____0_____

   e) Other (please explain) $_____0_____

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

4) Length of expense or project (one time only, ongoing, etc.):__2026____

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: __Provides transportation options for northern rural areas of Rensselaer County for those who cannot drive or choose not to drive. Amount is budget for 2026 and will be in 2027 budget.

Department Head

_____

**AMENDMENT NO. 1**
**TO THIRD PARTY AGREEMENT**
**Federal Section 5311 Operating Assistance**
**Contract No. C003665**

This Amendment No. 1 ("Amendment") is entered into by and between **Rensselaer County** ("County") and **Yankee Trails, Inc.** ("Carrier").

**WHEREAS**, the parties entered into a Third-Party Agreement **(Contract No. C003665)** for the operation of public transportation services under the Federal Section 5311 Program; and

**WHEREAS**, the parties desire to extend the term of the Agreement for an additional one (1) year and clarify certain reporting and administrative requirements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1.** The term of the Third-Party Agreement is hereby extended for a period of one (1) year commencing **January 1, 2026** and ending **December 31, 2026**.

**2.** During the extension period, Yankee Trails, Inc. shall continue to collect and retain all farebox revenue generated through the operation of the Rensselaer County Public Transit service. Farebox revenue collected shall be accounted for and identified on invoices submitted to Rensselaer County for reimbursement.

**3.** Yankee Trails, Inc. shall provide Rensselaer County with quarterly reports identifying ridership totals, farebox revenue collected, and operating statistics necessary for administration of the Federal Section 5311 Program and reporting requirements of the New York State Department of Transportation (NYSDOT) and the Federal Transit Administration (FTA). Yankee Trails shall also notify the County of any significant service interruptions, vehicle breakdowns, accidents, maintenance issues affecting service, or material changes in ridership.

**4.** Yankee Trails, Inc. shall cooperate with Rensselaer County in providing records, reports, and other documentation reasonably required for program administration, monitoring activities, audits, and compliance with applicable NYSDOT and FTA requirements.

**5.** Except as amended herein, all other terms and conditions of the original Third-Party Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the dates set forth below.

| **RENSSELAER COUNTY** | **YANKEE TRAILS, INC.** |
|---|---|
| By: _____ | By: _____ |
| Steven F. McLaughlin | Stephan Tobin |
| County Executive | President |
| Date: _____ | Date: _____ |

As to Form:

_____
Carl J. Kempf, County Attorney

_____
Justin Ned, Budget Analyst

NEW YORK STATE | Department of Transportation

**KATHY HOCHUL**
Governor

**MARIE THERESE DOMINGUEZ**
Commissioner

**JANET HO**
Assistant Commissioner
Finance & Integrated Modal Services

August 11, 2026

Andrew Kretzschmar
Community Development Specialist
Renssalaer County Public Transit
333 Broadway, Suite 220
Troy, NY 12180

Dear Mr. Kretzschmar,

The New York State Department of Transportation (NYSDOT), in partnership with TransitPlus, recently completed the site visit portion of the Comprehensive Review of Renssalaer County Public Transit on August 3, 2026. The review assessed compliance with Federal Transit Administration (FTA) and state requirements for recipients of federal funding through Section 5311, the Formula Grants for Rural Areas program. NYSDOT evaluated records and procedures to determine Renssalaer County Public Transit's implementation of program requirements.

Findings from the review, including deficiencies, are now published in BlackCat, and a descriptive summary of deficiencies is detailed in Attachment A to this letter. All deficiencies will require a detailed corrective action plan, to be submitted via BlackCat to NYSDOT and TransitPlus for review and approval within 30 days of receipt of this letter.

Please use the space provided in Attachment A to incorporate your response to each finding under the "*Agency Response*" column, then upload the table along with supporting documentation to BlackCat and place in the Findings Folder. TransitPlus and NYSDOT are available to assist in the development and implementation of the corrective actions to ensure full compliance by November 15, 2026.

NYSDOT appreciates your cooperation during this review and commitment to meeting the program requirements. If you have any questions concerning the process or would like a paper copy of this letter, please contact Beth Brown at (518) 408-6361 or beth.brown@dot.ny.gov.

Sincerely,

Beth Brown

Beth Brown
Service and Oversight 5311 Section Head, Public Transportation Bureau
Office of Integrated Modal Services

cc: Ross Farrell, NYSDOT Bureau Director
Abdul Qadir, NYSDOT System Specialist
Sherre Ritenour, Senior Compliance Analyst, TransitPlus

**Attachment A: 2026 Section 5311 Comprehensive Review Findings for Renssalaer County Public Transit**

| Review Area | Finding Type | Description | Corrective Action | Agency Response | Reviewer Assessment |
|---|---|---|---|---|---|
| Program Management/Service Provision | Deficiency | Contract management inadequate –<br><br>Inadequate oversite of contractor | Upload to BlackCat procedures for managing contracted transportation services to include at a minimum; verification of ridership numbers, farebox revenue received, and that farebox revenue is accurately shown in the invoices from Yankee Trails. Verify the bus is being used for Rensselaer County public transportation only. Provide evidence that these procedures have been implemented. | | |
| | Deficiency | Contract management inadequate -<br><br>Expired (December 31, 2025) service contract. | Upload to BlackCat a new operations contract extension for Yankee Trails to replace the expired contract.<br>- Be sure to indicate that farebox revenue is retained by Yankee Trails and is required to be shown as revenue credited against the operating costs requested in the Yankee Trails invoices submitted to the County.<br>– It is recommended that the missing public transportation information on the bus (see Service Eligibility Deficiency) also be written into the contract extension. | | Rensselaer County indicated they would be able to have a new contract extension in place November 1, 2026. They stated they are issuing an RFP for a new operations contract in January 2027. |
| Maintenance | Deficiency | No written vehicle maintenance plan | Upload to BlackCat a vehicle maintenance plan that includes a preventive maintenance plan for the Schoharie vehicle | | |

| | | | | | |
|---|---|---|---|---|---|
| Service Eligibility | Deficiency | Service not promoted to the general public<br><br>No indication on the bus that the operation is a public transportation service of Rensselaer County and is funded by the FTA and NYSDOT. Yankee Trails is the only identification on the bus. | Upload to BlackCat evidence that Rensselaer County is prominently identified on the exterior of the bus as a public transportation service which is provided by Rensselaer County. The Yankee Trails logo must not be the primary advertising focal point on the bus. Also indicate that the service is funded by the State of New York Department of Transportation, and the Federal Transit Administration. | | |

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** November 10, 2026

**Resolution No. G/8**

**RESOLUTION AUTHORIZING THE USE OF CONSORTIUM CONTRACTS – VAN RENSSELAER MANOR**

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

**WHEREAS,** General Municipal Law Section 103(8) and Public Health Law Section 2803(a) authorizes municipal hospitals to enter into joint contracts with other hospitals, as defined in the Public Health Law, for the purpose of purchasing goods, supplies and services without the need for additional competitive bidding; and

**WHEREAS,** Public Health Law Section 2801(1) defines municipal hospitals to include county nursing homes such as Van Rensselaer Manor, ("VRM"); and

**WHEREAS,** VRM's annual purchases from all listed consortium vendors will exceed an amount in excess of $50,000.00 for the period August 1, 2026 through July 31, 2027; and

**WHEREAS,** Purchases from consortium vendors will span multiple budget years, however, the aggregate purchases will not exceed budgetary appropriation for the period; and

**WHEREAS,** In the event the consortium vendor contract expires, VRM will either secure the same from other vendors under the remaining Consortium contracts, approved by the County Legislature or obtain the goods or services from another qualified vendor in accordance with applicable county or state procurement guidelines; and

**WHEREAS,** To ensure VRM and County maximize on the greatest economic value available, VRM may utilize any one of the following Consortiums for the twelve-month term, or combination as follows:

Provista/Vizient 290 E. John Carpenter Freeway, Irving, TX 75062 Mailing: PO Box 140909, Irving, TX 75014-0909 and its other affiliated member groups;

Intalere (merged with Vizient), 2060 Craigshire Road, St. Louis, Missouri 63146 and its other affiliated member groups;

United Iroquois Shared Services, 17 Halfmoon Executive Drive, Clifton Park, New York 12065 and its other affiliated member groups;

Value First, Inc., 2550 University Avenue West, Suite 340 South Saint Paul, MN 55114 and its affiliated member groups.

| VENDOR/TERM | CONTRACT NO. | SERVICE/PRODUCT | EST. AMOUNT |
|---|---|---|---|
| **AirGas East**<br>6055 Rockside Woods Blvd.<br>Independence, OH 44131<br>6/1/2020- 5/31/2026 | UISS<br>3518 | Medical Oxygen | $ 72,000.00 |
| **Direct Supply**<br>No. Industrial Road<br>Milwaukee, WI 53223<br>5/15/2022- 5/14/2027 | Provista<br>(Vizient)<br>SV4016 | Equipment/<br>Supplies | $140,000.00 |
| **Johnson Controls**<br>116 Railroad Avenue<br>N.Y. 12205 CE7583<br>8/1/2022-7/31/2027 | Provista<br>(Vizient) | Repair/Equipment<br>Maintenance/Supplies | $260,000.00<br>Albany, |
| **McKesson Med. Supply**<br>10th Avenue North<br>Golden Valley, MN 55427<br>1/1/2022-12/31/2026 | Premier<br>PP-DS-093 | Equipment/Supplies | $800,000.00 |
| **Otis Elevator Co.**<br>10 Farm Springs Rd<br>Farmington, CT 06032<br>5/1/2020-4/30/2027 | Provista<br>(Vizient)<br>SV2262 | Repairs/Maintenance/<br>Equipment/Supplies | $100,000.00 |
| **U.S. Foods**<br>9399 West Higgins Blvd<br>Rosemont, IL 60018<br>7/01/2020-06/30/2030 | Premier<br>PP-DI-001D | Food/Supplements<br>Equipment/Supplies | $1,200,000.00 |
| **Capital Management Solutions**<br>402 Arrow Hwy., Unit 6<br>San Dimas, CA 91773<br>5/1/2017-9/30/2026 | UISS 4120 | Billing Support/<br>Consultation | $360,000.00 |
| **Medline Industries Inc.**<br>One Medline Place<br>Mundelein, IL 60060<br>1/1/2022-12/31/2026 | Premier<br>PP-DS-094 | Equipment/Supplies | $702,000.00 |
| **Hill & Markes**<br>State Highway<br>PO Box 7<br>Amsterdam, NY 12010<br>12/1/2015-10/31/2026 | UISS<br>2116 | Paper/ Supplies | $360,000.00 |

| VENDOR/TERM | CONTRACT NO. | SERVICE/PRODUCT | EST. AMOUNT |
|---|---|---|---|
| **Standard Textile Co, Inc.**<br>One Knollcrest Dr.<br>Cincinnati, OH 45222-1805<br>12/1/2021-11/30/2027 | Premier<br>PP-FA-915 | Reusable Textiles<br>and Services | $150,000.00 |
| **Mohawk Hospital Equipment**<br>335 Columbia Street<br>Utica, NY 13502<br>4/1/2006-12/31/2031 | UISS<br>1705 | Equipment/Supplies | $600,000.00 |
| **KCI USA, Inc.**<br>DBA 3M Medical Solutions<br>12930 W Interstate 10<br>San Antonio, TX 78249-2248<br>10/1/2018-9/30/2028 | Provista<br>(Vizient)<br>MS6870 | Wound Care | $60,000.00 |

; now, therefore, be it

**RESOLVED,** That the purchase of related goods and services deemed necessary for the health and safety of resident care through contracts awarded to affiliated purchasing groups shall not require additional Legislative approval, however, Van Rensselaer Manor shall otherwise continue to be subject to the purchasing policy as therefore promulgated by the County with exception of competitive bidding requirements which are deemed dispensed pursuant to Section 103, subdivision 8 of the General Municipal Law to the extent of the participation in the joint purchase agreement.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

_____
**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

_____
**County Executive**

## LEGISLATIVE FISCAL IMPACT STATEMENT

**TYPE OF LEGISLATION:** Local Law: ☐ G Resolution: ☑ P Resolution: ☐

**TITLE:**

**RESOLUTION AUTHORIZING VAN RENSSELAER MANOR TO UTILIZE CONSORTIUM CONTRACTRS**

**REQUESTED BY:** VAN RENSSELAER MANOR

**SPONSOR(S):** _____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ 4,804,000
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.): 08/01/26 - 07/31/27
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Paid through VRM Patient Service Revenue

**Signature (Department Head):** John Wunder

United IROQUOIS Shared Services, Inc.

# CONFIDENTIAL Agreement Details

## UISS Agreement Information

| | | |
|---|---|---|
| Items Contracted | : | Cylinder Gases, Rental<br>(Including beverage CO2 (carbon dioxide) gas for Carbonation |
| UISS Contract Category | : | Dietary / Food & Nutrition Services & Respiratory Therapy |
| Agreement Number | : | 3518 |
| Agreement Term | : | 06/01/2020 – 05/31/2026 |
| Price Protection | : | On an Annual Basis (see pricing matrix attached) |
| Minimum Order | : | None |
| Payment Terms | : | 2% Net 30 days |
| Delivery Terms | : | FOB Destination |
| Credit Cards | : | Visa, Master Card, American Express, Discover |

## Vendor Information

| | | |
|---|---|---|
| Agreement Vendor | : | Airgas, USA<br>1144 Lexington Avenue<br>Rochester, NY 14606 |
| Phone Number | : | (866) 718-0685 (24-hour response line) |
| Fax Number | : | (585) 254-4168 |
| Website | : | www.airgas.com |
| Diversity Certified | : | No |

## Vendor Contact Information

| | | |
|---|---|---|
| New York Vice President | : | Mike Smith |
| Phone Number | : | (585) 254-0780 |
| Email | : | mike.smith@airgas.com |
| Medical Specialist | : | Mark Ammon |
| Phone Number | : | (518) 452-4427 |
| Email | : | mark.ammon@airgas.com |
| Customer Service | : | (866) 718-0685 |

United IROQUOIS Shared Services, Inc.

# CONFIDENTIAL Agreement Details

Sterilizing Gas (Oxyfume2002)

Airgas does not manufacturer this product. It is purchased through Honeywell and distributed through Airgas. Therefore, this product cost is not controlled by Airgas. Pricing for this item is priced on request.

Monthly Rental Fees Calculation

Rental fees are based on end of month balance. Example: Rental rate $1.24 each per month, end balance. If you have 10 cylinders, the calculation is 10 x $1.24 = $12.40. This would be the rental rate for those 10 cylinders for that month.

Delivery Terms and Time

FOB Destination $10.00/per delivery. No extra delivery fees will be charged. Cylinders will be delivered according to each individual facility=s delivery requirements.

E-Commerce – Debbie James, Specialist

Airgas would like to offer their e-commerce site for you to use. The site is detailed to each member=s account, allowing them to track orders, PO=s, cylinder balances, invoices open and closed, and order history. The site has all the products purchased as well as the 180,000+ items in the Airgas catalog. Airgas staff will provide training on using the website.

Emergency Deliveries

Since emergency deliveries are a costly expense for AirGas, an incentive program has been established to keep emergency deliveries to a minimum. AirGas will pay UISS $100/month if there are no emergency deliveries during each 30-day period for the participating facilities.

Value Added Services

1) Delivery of Cylinders during Off-Hours (5 pm - 8 am) - AirGas is willing to perform this service, but it would fall under the Aemergency deliveries@ notation.

2) Delivery of Cylinders on Weekends - AirGas is willing to perform this service, but it would fall under the Aemergency deliveries@ notation.

3) Delivery of Cylinders to Off-Site Locations - AirGas is willing to perform this service. Each case requires prior approval from AirGas.

4) Fill and Deliver Facility-Owned Cylinders - AirGas is willing to perform this service as long as cylinders are legal and in fillable condition. If not, AirGas will repair cylinders to a fillable and legal condition for the participating facility at a fee.

United IROQUOIS Shared Services, Inc.

**CONFIDENTIAL**
**Agreement Details**

Cylinder Inventory

Cylinder management programs are critical to any gas vendor. AirGas Management has tested many different systems including bar-coding and has found their system of cylinder inventory to be as accurate as any electronic type. The steps are listed below:

1) Truck drivers are responsible for balancing all cylinders on their truck each day.

2) Beginning load counts and ending load counts are done each day.

3) Delivery tickets are reviewed and calculated against the drivers load sheets and checked for accuracy on cylinders delivered and cylinders returned.

4) Balance sheets are used to match cylinders delivered.

5) These balance sheets and delivery tickets are then turned over to a customer service representative who double checks all figures and signs off on the balance sheet.

6) After tickets are double checked, they are then posted into the computer for billing.

7) If there are any discrepancies, they are located and adjusted that day.

This double check system has been found to be more accurate than bar-coding by AirGas and assures accurate cylinder balances.

Physical Inventories

AirGas will perform physical inventories at each facility location on an annual basis. More frequent inventories can be performed upon request. If the count is within 10% of the actual inventory balance, there will be no charge for lost cylinders. AirGas will balance the overage/underage for cylinders for the entire group before charging any facility.

Cylinder Balance Discrepancies

If there is a cylinder balance discrepancy, Airgas will handle the matter in a fair and uniformed way. First, a cylinder audit will be completed. The audit will be performed by Airgas personnel and a member representative. After said audit, the results will be compared against current computer balances. If there is a discrepancy, the following will take place. For shortages under 10 cylinders, the count will be adjusted to a zero shortage. For discrepancies larger than 10 cylinders, a paper trail audit will be performed. If there is still a shortage, Airgas will bill the member for loss of use at a discounted rate based on cylinder size (see AReplacement Cylinders Costs@).

To further illustrate how discrepancies will be handled, we included four examples below:

Scenario #1
Facility A requests a physical actual count of cylinders from Airgas. At the conclusion of that count, it is determined that the facility is Amissing@ 5 cylinders. Explain how Airgas will adjust the account since the number of lost cylinders is within the 10-cylinder tolerance level.

Airgas Response to Scenario #1
Airgas would simply make a cylinder adjustment removing the 5 cylinders from that facility=s cylinder balance, after a physical in-house audit has been completed.

Scenario #2
Facility B requests a physical actual count of cylinders from Airgas. At the conclusion of that count, it is determined that the facility is Amissing@ 15 cylinders. Explain how Airgas will adjust the account and what additional steps will be taken to find the lost cylinders.

Airgas Response to Scenario #2
After performing the actual in-house cylinder count, Airgas would also perform a paper audit comparing actual delivery tickets, cylinders delivered, and cylinders returned against the monthly rental statements to check for possible posting errors. If no errors are found, as previously stated, Airgas will forgive 10 of the 15 missing cylinders. The remaining cylinders will be billed out to that facility as a loss of use billing, at the discounted rate for replacements, and adjustments will be made to the cylinder balances to reflect said changes.

Scenario #3
Facility C requests a physical actual count of cylinders from Airgas. At the conclusion of that count, it is determined that the facility is Amissing@ 20 cylinders. Six months later, another physical actual count is performed by Airgas and the 20 missing cylinders are found. Explain how Airgas will adjust the account and indicate whether or not credits will be issued to the facility.

Airgas Response to Scenario #3
Any missing cylinders that are recovered will be applied to that cylinder balance, and credits will be issued back to the facility against payments made on the loss of use billing

Scenario #4
Facility D requests a physical actual count of cylinders from Airgas. At the conclusion of that count, it is determined that the facility has 5 extra cylinders on hand. Explain how Airgas will adjust the account.

Airgas Response to Scenario #4
Airgas would simply add the additional 5 cylinders to that facility=s cylinder balance. If the facility wishes to return those extra 5 cylinders, Airgas would simply pick up the extra cylinders and no additional adjustments would be made to the account.

United IROQUOIS Shared Services, Inc.

# CONFIDENTIAL Agreement Details

Replacement Cylinders Costs
D, E, and B cylinders = $40 per cylinder
G, H, K, M, and T cylinders = $128 per cylinder
Liquid Oxygen and Nitrogen Tanks = $1200 per cylinder

Other Airgas Locations
Binghamton, Burlington VT, Cheektowaga, Corning, Geneva, Ithaca, Albany, New Windsor, Oneonta, Poughkeepsie, Rochester, Rutland VT, Syracuse, and Watertown.

Additional locations in Vermont, New Hampshire, Massachusetts, Connecticut, New Jersey, Pennsylvania, Delaware, Maryland and Virginia.

Operations Information
30 route trucks, 14 tractor trailers, 83 full time operational employees, availability of 49 CDL trained professional drivers, 6 fill facilities, stocking over 1,000 different gases and mixtures.

Plant Tour
Members can arrange for a plant tour, upon request, at no charge.

FDA Registration Numbers
Elmira – 021508
Syracuse – 1312846
Binghamton - 049607

Emergency Call Procedure

1. There will be 15 managers in the on call rotation. Each manager will be on call for one week and a average 3.5 times per year.

2. When the call center receives an emergency call, they will call the manager on for that week. The call will be placed to a pager or cell phone (depends on the manager).

3. The manager will call the customer to confirm the emergency.

4. If a delivery is needed the on call manager will call the operations employee on call for that week.

5. The operations employee will make the delivery to the customer's facility.

The above procedure will improve not only the response time, but also service in general.

United IROQUOIS Shared Services, Inc.

# CONFIDENTIAL Agreement Details

Quality Assurance and Support

AirGas agreed to the following items, as stated in the bid document:

A. The contractor shall provide a comprehensive medical gas operation and safety training program to the participating facilities, upon request. This program shall include appropriate operational and safety handling information on cylinders.

B. The contractor shall deliver all cylinders in a vehicle equipped with a hydraulic tailgate or equivalent features to insure that cylinders may be unloaded directly onto a loading dock or grade entrance. If requested by the facility, contractor shall place cylinders in designated storage areas/cages in close proximity to dock. All cylinders shall be safely stored in accordance with NFPA and other appropriate guidelines.

C. The contractor shall maintain the exterior appearance of all cylinders. Cylinders shall be painted in accordance with Compressed Gas Association pamphlet C-9 "Standard Color - Marking of Compressed Gas Cylinders Intended For Medical Use in the United States". The exterior of all tanks shall be maintained in excellent condition and painted whenever necessary.

D. All cylinders shall be manufactured, maintained, and tested in accordance with the code of Federal Regulations, Title 49-Transportation, Parts 1 to 199 and latest revisions. Cylinders shall be new or extra clean. The contractor shall inspect all cylinders before shipment for leaks, moisture, odors, damage, internal and/or external corrosion, bulging, denting or evidence of rough usage. Any cylinder tank which is or may be weakened by any such damage shall be condemned by the contractor and removed from service. The contractor's inspection shall be performed in accordance with Compressed Gas Association pamphlet C-6 "Standards for Visual Inspection of Compressed Gas Cylinders".

E. All cylinders shall be legibly marked, by means of stenciling, stamping, or labeling, to identify the contents by the common or chemical name or formula, in accordance with Compressed Gas Association pamphlet C-4 "Method of Marking Portable Compressed Gas Containers to Identify the Material Contained". Each cylinder shall be stamped with a legible serial number. Cylinders with the serial number not easily read may be rejected by the facility.

F. The contractor shall inspect all valves before shipment to insure safe and easy operation. Valves shall require less than 5 lbs. torque to open. The contractor shall also inspect the "pin-index" of each valve to insure that the valve outlet connections are correct for the medical gas contained in the cylinder. The contract shall seal all valve outlets and protect valves from damage, dirt, grease, and other contamination. Cylinders, when not protected by outside shipping containers, shall have their valve assemblies protected by a suitable valve cap or by cylinder design. Cylinders lacking appropriate protection can be rejected by the facility. Replacements tanks with appropriate protection must then be delivered to the facility the same day or next day.

Quality Assurance and Support (continued)

G. The contractor shall hydrostatically test all compressed gas cylinders in accordance with the requirements and specifications of the ICC (Interstate Commerce Commission).

H. The contractor shall weigh and label each cylinder before it is shipped.

I. The contractor shall provide, inspect, and maintain a pressure relief safety valve for each cylinder in accordance with Compressed Gas Association pamphlet S-1-1 "Pressure Relief Device Standards Part 1 - Cylinders for Compressed Gases".

J. The contractor shall purge each cylinder prior to refilling using a vacuum of 25 inches of mercury.

K. The contractor shall guarantee and certify that the level of purity for each specific medical gas is in accordance with FDA requirements and standards as described in the National Formulatory.

L. The contractor shall record and document all cylinder maintenance and inspections. Upon request, contractor must be able to produce such records for any compressed gas cylinder delivered to and used by any participating facility.

M. The contractor shall fill all gas cylinders to at least the DOT designated service pressure as stamped on the cylinder's shoulder at 70EF. This pressure may be exceeded by 10%.

N. The contractor shall fill all liquid-type gases to the full published industry standard "filling density" for each gas at 70EF.

Products and Services

- WOB cylinder, the only proprietary cylinder in the industry. Also the best for many reasons
- In-Service trainings for all new employees
- B2B ordering capabilities
- Specific drivers dedicated to regions. Customers are used to seeing them
- 7 medical fill facilities in NYS.
- Disaster plan updated to fit specific facility
- Joint Commission audit walk through and recommendations (free)
- Concentrators
- Homecare partnerships
- Refrigerants
- Pulse Oximeters

## United Iroquois Shared Services
## Airgas Contract Schedule A

| Item | Number | Description | Year 1 (through May 31 2021) | Year 2 (June 1, 2021 through December 31, 2021) | Year 3 (January 1, 2022 through December 31, 2022) | Year 4 (January 1, 2023 through December 31, 2023) | Year 5 (January 1, 2024 through December 31, 2024) | Year 6 (January 1, 2025 through December 31, 2025) | Year 7 (January 1, 2026 through December 31, 2026) |
|---|---|---|---|---|---|---|---|---|---|
| AC | 3FT | ACETYLENE SIZE 3FT FLAT TOP | $ 13.16 | $ 22.83 | $ 23.51 | $ 24.22 | $ 24.95 | $ 25.70 | $ 26.47 |
| AC | 3N300 | ACETYLENE SIZE 3 (CL UOM) | $ 13.16 | $ 22.83 | $ 23.51 | $ 24.22 | $ 24.95 | $ 25.70 | $ 26.47 |
| AC | 4 | ACETYLENE SIZE 4 CGA 510 | $ 25.30 | $ 32.24 | $ 33.21 | $ 34.20 | $ 35.23 | $ 36.29 | $ 37.37 |
| AC | 4FT | ACETYLENE SIZE 4FT FLAT TOP | $ 25.30 | $ 32.24 | $ 33.21 | $ 34.20 | $ 35.23 | $ 36.29 | $ 37.37 |
| AC | 4N300 | ACETYLENE SIZE 4 CGA 300 | $ 25.30 | $ 32.24 | $ 33.21 | $ 34.20 | $ 35.23 | $ 36.29 | $ 37.37 |
| AC | 5N300 | ACETYLENE SIZE 5 CGA 300 | $ 57.49 | $ 85.74 | $ 88.31 | $ 90.96 | $ 93.69 | $ 96.50 | $ 99.40 |
| AC | B | ACETYLENE SIZE B (CL UOM) | $ 8.94 | $ 15.55 | $ 16.02 | $ 16.50 | $ 16.99 | $ 17.50 | $ 18.03 |
| AC | BC | ACETYLENE SIZE B (CL UOM) | $ 8.94 | $ 15.55 | $ 16.02 | $ 16.50 | $ 16.99 | $ 17.50 | $ 18.03 |
| AC | MC | ACETYLENE SIZE MC (CL UOM) | $ 7.67 | $ 13.99 | $ 14.41 | $ 14.84 | $ 15.29 | $ 15.75 | $ 16.22 |
| AC | MCC | ACETYLENE SIZE MC (CL UOM) | $ 7.67 | $ 13.99 | $ 14.41 | $ 14.84 | $ 15.29 | $ 15.75 | $ 16.22 |
| AI | B200 | AIR BREATHING GR D SIZE 200 | $ 7.75 | $ 7.75 | $ 7.98 | $ 8.22 | $ 8.47 | $ 8.72 | $ 8.98 |
| AI | B300 | AIR BREATHING GR D SIZE 300 | $ 7.75 | $ 7.75 | $ 7.98 | $ 8.22 | $ 8.47 | $ 8.72 | $ 8.98 |
| AI | BE | AIR BREATHING GR D SIZE E | $ 11.94 | $ 11.94 | $ 12.30 | $ 12.67 | $ 13.05 | $ 13.44 | $ 13.85 |
| AI | D300 | AIR DRY SIZE 300 | $ 16.70 | $ 16.70 | $ 17.20 | $ 17.71 | $ 18.25 | $ 18.79 | $ 19.36 |
| AI | USP200 | AIR MEDICAL USP GR N SIZE 200 | $ 4.52 | $ 4.52 | $ 4.66 | $ 4.80 | $ 4.94 | $ 5.09 | $ 5.24 |
| AI | USP300 | AIR MEDICAL USP GR N SIZE 300 | $ 5.10 | $ 5.10 | $ 5.26 | $ 5.41 | $ 5.58 | $ 5.74 | $ 5.92 |
| AI | USP60C | AIR MEDICAL USP GR N SIZE 60 | $ 4.52 | $ 4.52 | $ 4.66 | $ 4.80 | $ 4.94 | $ 5.09 | $ 5.24 |
| AI | USPE | AIR MEDICAL USP GR N SIZE E | $ 5.10 | $ 5.10 | $ 5.26 | $ 5.41 | $ 5.58 | $ 5.74 | $ 5.92 |
| AI | USPEA | AIR MEDICAL USP GR N SIZE E Aluminum | $ 5.10 | $ 5.10 | $ 5.26 | $ 5.41 | $ 5.58 | $ 5.74 | $ 5.92 |
| AI | USPEC | AIR MEDICAL USP GR N SIZE E | $ 5.10 | $ 5.10 | $ 5.26 | $ 5.41 | $ 5.58 | $ 5.74 | $ 5.92 |
| AR | 150 | ARGON INDUSTRIAL SIZE 150 | $ 29.77 | $ 29.77 | $ 30.66 | $ 31.58 | $ 32.53 | $ 33.50 | $ 34.51 |
| AR | 20 | ARGON INDUSTRIAL SIZE 20 CGA 580 | $ 19.19 | $ 19.19 | $ 19.76 | $ 20.36 | $ 20.97 | $ 21.60 | $ 22.24 |
| AR | 300 | ARGON INDUSTRIAL SIZE 300 | $ 38.75 | $ 38.75 | $ 39.91 | $ 41.11 | $ 42.34 | $ 43.61 | $ 44.92 |
| AR | 40 | ARGON INDUSTRIAL SIZE 40 | $ 19.23 | $ 19.23 | $ 19.81 | $ 20.40 | $ 21.02 | $ 21.65 | $ 22.30 |
| AR | 60 | ARGON INDUSTRIAL SIZE 60 | $ 34.65 | $ 34.65 | $ 35.69 | $ 36.76 | $ 37.86 | $ 39.00 | $ 40.17 |
| AR | 80 | ARGON INDUSTRIAL SIZE 80 | $ 33.00 | $ 33.00 | $ 33.99 | $ 35.01 | $ 36.06 | $ 37.14 | $ 38.26 |
| AR | CD25125 | ARGON 75 CD 25 SIZE 125 CGA 580 | $ 23.20 | $ 23.20 | $ 23.89 | $ 24.61 | $ 25.35 | $ 26.11 | $ 26.89 |
| AR | CD25150 | ARGON 75 CD 25 SIZE 150 CGA 580 | $ 23.20 | $ 23.20 | $ 23.89 | $ 24.61 | $ 25.35 | $ 26.11 | $ 26.89 |
| AR | CD2520 | ARGON 75 CD 25 SIZE 20 CGA 580 | $ 18.81 | $ 18.81 | $ 19.37 | $ 19.95 | $ 20.55 | $ 21.17 | $ 21.80 |
| AR | CD25300 | ARGON 75 CD 25 SIZE 300 CGA 580 | $ 48.60 | $ 48.60 | $ 50.06 | $ 51.56 | $ 53.11 | $ 54.70 | $ 56.35 |
| AR | CD2560 | ARGON 75 CD 25 SIZE 60 CGA 580 | $ 18.81 | $ 18.81 | $ 19.37 | $ 19.95 | $ 20.55 | $ 21.17 | $ 21.80 |
| AR | CD2580 | ARGON 75 CD 25 SIZE 80 CGA 580 | $ 28.41 | $ 28.41 | $ 29.26 | $ 30.14 | $ 31.05 | $ 31.98 | $ 32.94 |
| AR | HP300 | ARGON HP GR 4.8 SIZE 300 CGA 580 | $ 116.75 | $ 116.75 | $ 120.25 | $ 123.86 | $ 127.57 | $ 131.40 | $ 135.34 |
| AR | HP6K | ARGON HP GR 4.8 SIZE 6K-6000 | $ 244.49 | $ 244.49 | $ 251.82 | $ 259.38 | $ 267.16 | $ 275.17 | $ 283.43 |

## United Iroquois Shared Services
## Airgas Contract Schedule A

| Item | Number | Description | Year 1 (through May 31 2021) | Year 2 (June 1, 2021 through December 31, 2021) | Year 3 (January 1, 2022 through December 31, 2022) | Year 4 (January 1, 2023 through December 31, 2023) | Year 5 (January 1, 2024 through December 31, 2024) | Year 6 (January 1, 2025 through December 31, 2025) | Year 7 (January 1, 2026 through December 31, 2026) |
|---|---|---|---|---|---|---|---|---|---|
| AR | PP20 | ARGON PP GR 4.8 SIZE 20 CGA 580 | $ 58.11 | $ 58.11 | $ 59.85 | $ 61.65 | $ 63.50 | $ 65.40 | $ 67.37 |
| AR | PP300 | ARGON PP GR 4.8 SIZE 300 CGA 580 | $ 116.75 | $ 116.75 | $ 120.25 | $ 123.86 | $ 127.57 | $ 131.40 | $ 135.34 |
| AR | PP35 | ARGON PP GR 4.8 SIZE 35 CGA 580 | $ 31.00 | $ 31.00 | $ 31.93 | $ 32.89 | $ 33.88 | $ 34.89 | $ 35.94 |
| AR | PP35C | ARGON PP GR 4.8 SIZE 35 CGA 580 | $ 31.00 | $ 31.00 | $ 31.93 | $ 32.89 | $ 33.88 | $ 34.89 | $ 35.94 |
| AR | PP60 | ARGON PP GR 4.8 SIZE 60 CGA 580 | $ 59.40 | $ 59.40 | $ 61.18 | $ 63.02 | $ 64.91 | $ 66.86 | $ 68.86 |
| AR | PP80 | ARGON PP GR 4.8 SIZE 80 CGA 580 | $ 59.40 | $ 59.40 | $ 61.18 | $ 63.02 | $ 64.91 | $ 66.86 | $ 68.86 |
| AR | UHP300 | ARGON UHP GR 5.0 SIZE 300 | $ 154.64 | $ 154.64 | $ 159.28 | $ 164.06 | $ 168.98 | $ 174.05 | $ 179.27 |
| AR | UHP35 | ARGON UHP GR 5.0 SIZE 35 | $ 31.00 | $ 31.00 | $ 31.93 | $ 32.89 | $ 33.88 | $ 34.89 | $ 35.94 |
| AR | UHP35C | ARGON UHP GR 5.0 SIZE 35 | $ 31.00 | $ 31.00 | $ 31.93 | $ 32.89 | $ 33.88 | $ 34.89 | $ 35.94 |
| AR | UHP80 | ARGON UHP GR 5.0 SIZE 80 | $ 116.75 | $ 116.75 | $ 120.25 | $ 123.86 | $ 127.57 | $ 131.40 | $ 135.34 |
| AR | UPC200 | ARGON UHP GR 5.0 SIZE 200 | $ 172.43 | $ 172.43 | $ 177.61 | $ 182.93 | $ 188.42 | $ 194.07 | $ 199.90 |
| AR | UPC300 | ARGON UPC GR 5.5 SIZE 300 | $ 211.42 | $ 211.42 | $ 217.76 | $ 224.30 | $ 231.03 | $ 237.96 | $ 245.09 |
| CD | FG20 | CARBON DIOXIDE 20LBS CGA 320 | $ 4.26 | $ 5.66 | $ 5.83 | $ 6.00 | $ 6.18 | $ 6.37 | $ 6.56 |
| CD | FG20C | CARBON DIOXIDE 20LBS CGA 320 | $ 4.26 | $ 5.66 | $ 5.83 | $ 6.00 | $ 6.18 | $ 6.37 | $ 6.56 |
| CD | FG20S | CARBON DIOXIDE 20LBS CGA 320 | $ 4.26 | $ 5.66 | $ 5.83 | $ 6.00 | $ 6.18 | $ 6.37 | $ 6.56 |
| CD | FG20SC | CARBON DIOXIDE 20LBS CGA 320 | $ 4.26 | $ 5.66 | $ 5.83 | $ 6.00 | $ 6.18 | $ 6.37 | $ 6.56 |
| CD | 50 | CARBON DIOXIDE 50LBS CGA 320 | $ 9.04 | $ 10.50 | $ 10.82 | $ 11.14 | $ 11.47 | $ 11.82 | $ 12.17 |
| CD | 50S | CARBON DIOXIDE 50LBS SIPHON | $ 9.04 | $ 10.50 | $ 10.82 | $ 11.14 | $ 11.47 | $ 11.82 | $ 12.17 |
| CD | FG50 | CARBON DIOXIDE 50LBS | $ 23.57 | $ 23.57 | $ 24.28 | $ 25.01 | $ 25.76 | $ 26.53 | $ 27.32 |
| CD | I200 | CARBON DIOXIDE INSTRUMENT GR 4.0 | $ 141.61 | $ 141.61 | $ 145.85 | $ 150.23 | $ 154.74 | $ 159.38 | $ 164.16 |
| CD | USP20 | CARBON DIOXIDE USP 20LBS CGA 320 | $ 6.91 | $ 6.91 | $ 7.11 | $ 7.33 | $ 7.55 | $ 7.77 | $ 8.01 |
| CD | USP50 | CARBON DIOXIDE USP 50LBS CGA 320 | $ 15.05 | $ 15.05 | $ 15.50 | $ 15.96 | $ 16.44 | $ 16.94 | $ 17.44 |
| CD | USP50S | CARBON DIOXIDE USP 50LBS | $ 15.05 | $ 15.05 | $ 15.50 | $ 15.96 | $ 16.44 | $ 16.94 | $ 17.44 |
| CD | USPE | CARBON DIOXIDE USP SIZE E | $ 5.81 | $ 5.81 | $ 5.99 | $ 6.17 | $ 6.35 | $ 6.54 | $ 6.74 |
| CYM | HYDRO | CYL HYDRO TESTING | $ 29.37 | $ 29.37 | $ 30.25 | $ 31.16 | $ 32.10 | $ 33.06 | $ 34.05 |
| CYM | REVALVESTEEL CYL I | $ | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| ESX | 290727-00 | PMP DESIGNATED FLOW OXYGEN REG | $ 47.81 | $ 47.81 | $ 49.24 | $ 50.72 | $ 52.24 | $ 53.81 | $ 55.42 |
| ESX | 290728-00 | PMP DESIGNATED FLOW OXYGEN REG | $ 49.37 | $ 49.37 | $ 50.85 | $ 52.38 | $ 53.95 | $ 55.57 | $ 57.23 |
| ESX | 290731-00 | PMP DESIGNATED FLOW OXYGEN REG | $ 47.81 | $ 47.81 | $ 49.24 | $ 50.72 | $ 52.24 | $ 53.81 | $ 55.42 |
| ESX | 290732-00 | PMP DESIGNATED FLOW OXYGEN REG | $ 49.37 | $ 49.37 | $ 50.85 | $ 52.38 | $ 53.95 | $ 55.57 | $ 57.23 |
| GG | HBTRI125 | GG HBTRIMIX SIZE 125 | $ 25.64 | $ 109.65 | $ 112.94 | $ 116.33 | $ 119.82 | $ 123.41 | $ 127.11 |
| GG | HBTRI20 | GG HBTRIMIX SIZE 20 | $ 32.63 | $ 32.63 | $ 33.61 | $ 34.62 | $ 35.65 | $ 36.72 | $ 37.83 |
| GG | HBTRI80 | GG HBTRIMIX SIZE 80 | $ 100.47 | $ 100.47 | $ 103.48 | $ 106.58 | $ 109.78 | $ 113.07 | $ 116.47 |
| HE | 125 | HELIUM INDUSTRIAL SIZE 125 | $ 41.55 | $ 109.91 | $ 113.21 | $ 116.60 | $ 120.10 | $ 123.70 | $ 127.42 |

## United Iroquois Shared Services
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|---|---|---|---|---|---|---|---|---|---|
| HE | 150 | HELIUM INDUSTRIAL SIZE 150 | $ 41.55 | $ 137.85 | $ 141.99 | $ 146.25 | $ 150.63 | $ 155.15 | $ 159.81 |
| HE | 20 | HELIUM INDUSTRIAL SIZE 20 | $ 38.25 | $ 38.25 | $ 39.39 | $ 40.57 | $ 41.79 | $ 43.05 | $ 44.34 |
| HE | 200 | HELIUM INDUSTRIAL SIZE 200 | $ 65.77 | $ 235.14 | $ 242.19 | $ 249.46 | $ 256.94 | $ 264.65 | $ 272.59 |
| HE | 300 | HELIUM INDUSTRIAL SIZE 300 | $ 87.33 | $ 309.17 | $ 318.45 | $ 328.00 | $ 337.84 | $ 347.97 | $ 358.41 |
| HE | 80 | HELIUM INDUSTRIAL SIZE 80 | $ 37.87 | $ 74.30 | $ 76.53 | $ 78.82 | $ 81.19 | $ 83.63 | $ 86.13 |
| HE | HP6K | HELIUM HP GR 4.8 SIZE 6K CGA 677 | $ 494.10 | $ 494.10 | $ 508.92 | $ 524.19 | $ 539.91 | $ 556.11 | $ 572.80 |
| HE | UHP300 | HELIUM UHP GR 5.0 SIZE 300 | $ 428.85 | $ 428.85 | $ 441.72 | $ 454.97 | $ 468.62 | $ 482.68 | $ 497.16 |
| HE | UPC300 | HELIUM UPC GR 5.5 SIZE 300 | $ 428.85 | $ 428.85 | $ 441.72 | $ 454.97 | $ 468.62 | $ 482.68 | $ 497.16 |
| HE | USP200 | HELIUM USP SIZE 200 CGA 580 | $ 78.70 | $ 78.70 | $ 81.06 | $ 83.49 | $ 86.00 | $ 88.58 | $ 91.23 |
| HE | USP300 | HELIUM USP SIZE 300 CGA 580 | $ 100.75 | $ 100.75 | $ 103.77 | $ 106.89 | $ 110.09 | $ 113.39 | $ 116.80 |
| HE | USPBC | HELIUM USP SIZE B | $ 14.66 | $ 14.66 | $ 15.10 | $ 15.56 | $ 16.02 | $ 16.50 | $ 17.00 |
| HE | USPD | HELIUM USP SIZE D | $ 25.64 | $ 25.64 | $ 26.40 | $ 27.20 | $ 28.01 | $ 28.85 | $ 29.72 |
| HE | USPDC | HELIUM USP SIZE D | $ 25.64 | $ 25.64 | $ 26.40 | $ 27.20 | $ 28.01 | $ 28.85 | $ 29.72 |
| HE | USPE | HELIUM USP SIZE E CGA 930 | $ 25.64 | $ 25.64 | $ 26.40 | $ 27.20 | $ 28.01 | $ 28.85 | $ 29.72 |
| HE | USPEC | HELIUM USP SIZE E | $ 25.64 | $ 25.64 | $ 26.40 | $ 27.20 | $ 28.01 | $ 28.85 | $ 29.72 |
| HE | USPM4 | HELIUM USP SIZE M4 CGA 930 | $ 25.64 | $ 25.64 | $ 26.40 | $ 27.20 | $ 28.01 | $ 28.85 | $ 29.72 |
| HE | USPM4C | HELIUM USP SIZE M4 | $ 25.64 | $ 25.64 | $ 26.40 | $ 27.20 | $ 28.01 | $ 28.85 | $ 29.72 |
| HE | USPM6 | HELIUM USP SIZE M6 CGA 930 | $ 25.64 | $ 25.64 | $ 26.40 | $ 27.20 | $ 28.01 | $ 28.85 | $ 29.72 |
| HE | USPM6C | HELIUM USP SIZE M6 | $ 25.64 | $ 25.64 | $ 26.40 | $ 27.20 | $ 28.01 | $ 28.85 | $ 29.72 |
| HY | UHP300 | HYDROGEN UHP GR 5 SIZE 300 | $ 13.42 | $ 13.42 | $ 13.82 | $ 14.24 | $ 14.66 | $ 15.10 | $ 15.56 |
| HY | UPC80 | HYDROGEN UPC GR 5.5 SIZE 80 | $ 81.50 | $ 81.50 | $ 83.94 | $ 86.46 | $ 89.05 | $ 91.72 | $ 94.48 |
| MOP | 120020-00 | SODALIME 5 GAL PAIL | $ 74.60 | $ 74.60 | $ 76.84 | $ 79.14 | $ 81.52 | $ 83.96 | $ 86.48 |
| MOP | 120030-00 | SODALIME BAG 3LB | $ 79.62 | $ 79.62 | $ 82.00 | $ 84.46 | $ 87.00 | $ 89.61 | $ 92.30 |
| MOP | 120040-00 | SODALIME CARTRIDGE | $ 114.09 | $ 114.09 | $ 117.51 | $ 121.04 | $ 124.67 | $ 128.41 | $ 132.26 |
| NI | DEWAR REFILL | LIQUID NITROGEN DEWAR PER LITER | $ 3.02 | $ 4.93 | $ 5.08 | $ 5.23 | $ 5.39 | $ 5.55 | $ 5.72 |
| NI | NF DEWAR REFILL | LIQUID NITROGEN DEWAR PER LITER | $ 3.02 | $ 4.93 | $ 5.08 | $ 5.23 | $ 5.39 | $ 5.55 | $ 5.72 |
| NI | 125 | NITROGEN INDUSTRIAL SIZE 125 | $ 3.87 | $ 3.87 | $ 3.98 | $ 4.10 | $ 4.23 | $ 4.35 | $ 4.48 |
| NI | 150 | NITROGEN INDUSTRIAL SIZE 150 | $ 21.29 | $ 21.29 | $ 21.92 | $ 22.58 | $ 23.26 | $ 23.96 | $ 24.68 |
| NI | 160LT22 | LIQUID NITROGEN 160LTRS 22PSI | $ 52.94 | $ 52.94 | $ 54.53 | $ 56.17 | $ 57.85 | $ 59.59 | $ 61.38 |
| NI | 180LT22 | LIQUID NITROGEN 180LTRS 22PSI | $ 52.94 | $ 52.94 | $ 54.53 | $ 56.17 | $ 57.85 | $ 59.59 | $ 61.38 |
| NI | 20 | NITROGEN INDUSTRIAL SIZE 20 | $ 2.50 | $ 2.50 | $ 2.58 | $ 2.65 | $ 2.73 | $ 2.82 | $ 2.90 |
| NI | 200 | NITROGEN INDUSTRIAL SIZE 200 | $ 3.87 | $ 3.87 | $ 3.98 | $ 4.10 | $ 4.23 | $ 4.35 | $ 4.48 |
| NI | 300 | NITROGEN INDUSTRIAL SIZE 300 | $ 5.17 | $ 5.17 | $ 5.32 | $ 5.48 | $ 5.65 | $ 5.82 | $ 5.99 |
| NI | 60 | NITROGEN INDUSTRIAL SIZE 60 | $ 13.57 | $ 13.57 | $ 13.98 | $ 14.40 | $ 14.83 | $ 15.28 | $ 15.73 |

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|---|---|---|---|---|---|---|---|---|---|
| NI | 80 | NITROGEN INDUSTRIAL SIZE 80 | $ 6.27 | $ 6.27 | $ 6.46 | $ 6.65 | $ 6.85 | $ 7.06 | $ 7.27 |
| NI | NF180LT22 | LIQUID NITROGEN NF 180LTR 22PSI | $ 52.94 | $ 52.94 | $ 54.53 | $ 56.17 | $ 57.85 | $ 59.59 | $ 61.38 |
| NI | NF180LT230 | LIQUID NITROGEN NF 180LTR 230PSI | $ 52.94 | $ 52.94 | $ 54.53 | $ 56.17 | $ 57.85 | $ 59.59 | $ 61.38 |
| NI | NF200 | NITROGEN NF SIZE 200 | $ 3.87 | $ 7.03 | $ 7.24 | $ 7.46 | $ 7.68 | $ 7.91 | $ 8.15 |
| NI | NF300 | NITROGEN NF SIZE 300 | $ 3.87 | $ 7.93 | $ 8.17 | $ 8.41 | $ 8.67 | $ 8.93 | $ 9.19 |
| NI | NF80 | NITROGEN NF SIZE 80 | $ 43.69 | $ 43.69 | $ 45.00 | $ 46.35 | $ 47.74 | $ 49.17 | $ 50.65 |
| NI | NFD | NITROGEN NF SIZE D | $ 2.58 | $ 2.58 | $ 2.66 | $ 2.74 | $ 2.82 | $ 2.90 | $ 2.99 |
| NI | NFE | NITROGEN NF SIZE E | $ 2.92 | $ 2.92 | $ 3.01 | $ 3.10 | $ 3.19 | $ 3.28 | $ 3.38 |
| NI | NFEC | NITROGEN NF SIZE E | $ 2.92 | $ 2.92 | $ 3.01 | $ 3.10 | $ 3.19 | $ 3.28 | $ 3.38 |
| NI | UHP80 | NITROGEN GR 4.8 SIZE 80 | $ 114.30 | $ 114.30 | $ 117.73 | $ 121.26 | $ 124.90 | $ 128.64 | $ 132.50 |
| NI | UPC300 | NITROGEN UPC GR 5.3 SIZE 300 | $ 126.63 | $ 126.63 | $ 130.42 | $ 134.34 | $ 138.37 | $ 142.52 | $ 146.79 |
| NS | USP20 | NITROUS OXIDE USP 20LBS CGA 326 | $ 40.14 | $ 40.14 | $ 41.34 | $ 42.58 | $ 43.86 | $ 45.17 | $ 46.53 |
| NS | USP20C | NITROUS OXIDE USP 20LBS CGA 326 | $ 40.14 | $ 40.14 | $ 41.34 | $ 42.58 | $ 43.86 | $ 45.17 | $ 46.53 |
| NS | USP56 | NITROUS OXIDE USP 56LBS | $ 90.15 | $ 90.15 | $ 92.85 | $ 95.64 | $ 98.51 | $ 101.46 | $ 104.51 |
| NS | USP56C | NITROUS OXIDE USP 56LBS | $ 90.15 | $ 90.15 | $ 92.85 | $ 95.64 | $ 98.51 | $ 101.46 | $ 104.51 |
| NS | USP64 | NITROUS OXIDE USP 64LBS | $ 65.91 | $ 65.91 | $ 67.89 | $ 69.93 | $ 72.03 | $ 74.19 | $ 76.41 |
| NS | USPE | NITROUS OXIDE USP SIZE E | $ 12.19 | $ 13.09 | $ 13.48 | $ 13.89 | $ 14.30 | $ 14.73 | $ 15.17 |
| NS | USPEA | NITROUS OXIDE USP SIZE E ALUMINUM | $ 12.19 | $ 13.09 | $ 13.48 | $ 13.89 | $ 14.30 | $ 14.73 | $ 15.17 |
| NS | USPEAMRI | NITROUS OXIDE USP SIZE EA | $ 15.05 | $ 15.05 | $ 15.50 | $ 15.96 | $ 16.44 | $ 16.94 | $ 17.44 |
| NS | USPEC | NITROUS OXIDE USP SIZE E | $ 12.19 | $ 13.09 | $ 13.48 | $ 13.89 | $ 14.30 | $ 14.73 | $ 15.17 |
| OX | 125 | OXYGEN INDUSTRIAL SIZE 125 | $ 3.55 | $ 3.55 | $ 3.66 | $ 3.77 | $ 3.88 | $ 4.00 | $ 4.12 |
| OX | 150 | OXYGEN INDUSTRIAL SIZE 150 | $ 3.55 | $ 3.55 | $ 3.66 | $ 3.77 | $ 3.88 | $ 4.00 | $ 4.12 |
| OX | 180LT230 | LIQUID OXYGEN INDUSTRIAL 180LTRS | $ 52.94 | $ 52.94 | $ 54.53 | $ 56.17 | $ 57.85 | $ 59.59 | $ 61.38 |
| OX | 20 | OXYGEN INDUSTRIAL SIZE 20 | $ 3.55 | $ 3.55 | $ 3.66 | $ 3.77 | $ 3.88 | $ 4.00 | $ 4.12 |
| OX | 200 | OXYGEN INDUSTRIAL SIZE 200 | $ 6.46 | $ 6.46 | $ 6.65 | $ 6.85 | $ 7.06 | $ 7.27 | $ 7.49 |
| OX | 20C | OXYGEN INDUSTRIAL SIZE 20 | $ 3.55 | $ 3.55 | $ 3.66 | $ 3.77 | $ 3.88 | $ 4.00 | $ 4.12 |
| OX | 230LT230 | LIQUID OXYGEN INDUSTRIAL 230LTRS | $ 73.47 | $ 73.47 | $ 75.68 | $ 77.95 | $ 80.29 | $ 82.70 | $ 85.18 |
| OX | 300 | OXYGEN INDUSTRIAL SIZE 300 | $ 14.64 | $ 14.64 | $ 15.08 | $ 15.53 | $ 16.00 | $ 16.48 | $ 16.97 |
| OX | 60 | OXYGEN INDUSTRIAL SIZE 60 | $ 3.55 | $ 3.55 | $ 3.66 | $ 3.77 | $ 3.88 | $ 4.00 | $ 4.12 |
| OX | 80 | OXYGEN INDUSTRIAL SIZE 80 | $ 3.55 | $ 3.55 | $ 3.66 | $ 3.77 | $ 3.88 | $ 4.00 | $ 4.12 |
| OX | USP125 | OXYGEN USP SIZE 125 | $ 3.32 | $ 3.32 | $ 3.42 | $ 3.52 | $ 3.63 | $ 3.74 | $ 3.85 |
| OX | USP125C | OXYGEN USP SIZE 125 | $ 3.32 | $ 3.32 | $ 3.42 | $ 3.52 | $ 3.63 | $ 3.74 | $ 3.85 |
| OX | USP150 | OXYGEN USP SIZE 150 | $ 3.55 | $ 3.55 | $ 3.66 | $ 3.77 | $ 3.88 | $ 4.00 | $ 4.12 |
| OX | USP160LT230 | LIQUID OXYGEN USP 160LTRS 230PSI | $ 48.20 | $ 48.20 | $ 49.65 | $ 51.14 | $ 52.67 | $ 54.25 | $ 55.88 |

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|---|---|---|---|---|---|---|---|---|---|
| OX | USP180LT230 | LIQUID OXYGEN USP 180LTRS 230PSI | $ 52.94 | $ 52.94 | $ 54.53 | $ 56.17 | $ 57.85 | $ 59.59 | $ 61.38 |
| OX | USP180LT350 | LIQUID OXYGEN USP 180LTRS 350PSI | $ 52.94 | $ 52.94 | $ 54.53 | $ 56.17 | $ 57.85 | $ 59.59 | $ 61.38 |
| OX | USP200 | OXYGEN USP SIZE 200 CGA 540 | $ 4.26 | $ 4.26 | $ 4.39 | $ 4.52 | $ 4.66 | $ 4.80 | $ 4.94 |
| OX | USP230LT230 | LIQUID OXYGEN USP 230LTRS 230PSI | $ 73.47 | $ 73.47 | $ 75.68 | $ 77.95 | $ 80.29 | $ 82.70 | $ 85.18 |
| OX | USP300 | OXYGEN USP SIZE 300 | $ 4.39 | $ 4.39 | $ 4.52 | $ 4.66 | $ 4.80 | $ 4.94 | $ 5.09 |
| OX | USP80 | OXYGEN USP SIZE 80 | $ 6.27 | $ 6.27 | $ 6.46 | $ 6.65 | $ 6.85 | $ 7.06 | $ 7.27 |
| OX | USPB | OXYGEN USP SIZE B | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPBC | OXYGEN USP SIZE B | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPBLK | OXYGEN USP BULK (HH UOM) | $ 1.58 | $ 1.58 | $ 1.63 | $ 1.68 | $ 1.73 | $ 1.78 | $ 1.84 |
| OX | USPD | OXYGEN USP SIZE D CGA 870 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPDA | OXYGEN USP SIZE DA CGA 870 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPDAC | OXYGEN USP SIZE DA | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPDAWB | OXYGEN USP SIZE DA | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPDC | OXYGEN USP SIZE D | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPE | OXYGEN USP SIZE E CGA 870 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPEA | OXYGEN USP SIZE EA CGA 870 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPEAC | OXYGEN USP SIZE EA | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPEAMRI | OXYGEN USP SIZE EA | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPEAMRIC | OXYGEN USP SIZE EA | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPEAWB | OXYGEN USP SIZE EA | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPEC | OXYGEN USP SIZE E | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPM4 | OXYGEN USP SIZE M4 CGA 870 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPM4WC | OXYGEN USP SIZE M4 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPM6 | OXYGEN USP SIZE M6 CGA 870 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPM6C | OXYGEN USP SIZE M6 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPM9 | OXYGEN USP SIZE M9 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| OX | USPM9C | OXYGEN USP SIZE M9 | $ 2.26 | $ 2.26 | $ 2.33 | $ 2.40 | $ 2.47 | $ 2.55 | $ 2.62 |
| PR | 100 | PROPANE 95LBS CGA 510 | $ 109.21 | $ 109.21 | $ 112.48 | $ 115.86 | $ 119.33 | $ 122.91 | $ 126.60 |
| PR | 20 | PROPANE 19LBS CGA 510 | $ 18.36 | $ 18.36 | $ 18.91 | $ 19.48 | $ 20.06 | $ 20.66 | $ 21.28 |
| PR | 20C | PROPANE 19LBS | $ 18.36 | $ 18.36 | $ 18.91 | $ 19.48 | $ 20.06 | $ 20.66 | $ 21.28 |
| PR | 33 | PROPANE 32LBS | $ 39.11 | $ 39.11 | $ 40.28 | $ 41.49 | $ 42.74 | $ 44.02 | $ 45.34 |
| PR | 33A | PROPANE 32LBS ALUMINUM | $ 39.11 | $ 39.11 | $ 40.28 | $ 41.49 | $ 42.74 | $ 44.02 | $ 45.34 |
| PR | 40 | PROPANE 40LBS | $ 54.71 | $ 54.71 | $ 56.35 | $ 58.04 | $ 59.79 | $ 61.58 | $ 63.43 |
| REF | R22R125 | R22 CHLORODIFLUOROMETHANE | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! |

## United Iroquois Shared Services
## Airgas Contract Schedule A

| Item | Number | Description | Year 1 (through May 31 2021) | Year 2 (June 1, 2021 through December 31, 2021) | Year 3 (January 1, 2022 through December 31, 2022) | Year 4 (January 1, 2023 through December 31, 2023) | Year 5 (January 1, 2024 through December 31, 2024) | Year 6 (January 1, 2025 through December 31, 2025) | Year 7 (January 1, 2026 through December 31, 2026) |
|---|---|---|---|---|---|---|---|---|---|
| REF | R22R30 | R22 CHLORODIFLUOROMETHANE | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! |
| REF | R22R30DSP | R22 CHLORODIFLUOROMETHANE | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! |
| REF | R401AR30DSP | R401A R22 R152A R124 (53/13/34) | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! |
| REF | R404AR24DSP | R404A REFRIGERANT SIZE 24LB DSP | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! |
| REF | R409AR30DSP | R409A R409A R22 R124 R142B SIZE 30LBS DSP | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! |
| REF | R409AR30DSP | R409A R22 R124 R142B | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! |
| REF | RCLMR30REC | REFRIGERANT RECLAIM CYLINDER | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! | #VALUE! |
| X02 | AI95C2000117 | CT 5% CARBON DIOXIDE | $ 125.02 | $ 125.02 | $ 128.77 | $ 132.63 | $ 136.61 | $ 140.71 | $ 144.93 |
| X02 | AI97C2000070 | CT 2.5% CARBON DIOXIDE | $ 72.10 | $ 438.60 | $ 451.76 | $ 465.31 | $ 479.27 | $ 493.65 | $ 508.46 |
| X02 | NI95C2003071 | CT 5% CARBON DIOXIDE | $ 68.95 | $ 68.95 | $ 71.02 | $ 73.15 | $ 75.34 | $ 77.61 | $ 79.93 |
| X02 | OX95C2003102 | CT 5% CARBON DIOXIDE | $ 83.06 | $ 83.06 | $ 85.55 | $ 88.12 | $ 90.76 | $ 93.48 | $ 96.29 |
| X03 | AI99C20000W4 | CT 0.3% CARBON MONOXIDE | $ 319.71 | $ 319.71 | $ 329.30 | $ 339.18 | $ 349.36 | $ 359.84 | $ 370.63 |
| X03 | HE74ZE0933 | LZ 7% CARBON DIOXIDE | $ 82.32 | $ 82.32 | $ 84.78 | $ 87.33 | $ 89.95 | $ 92.65 | $ 95.43 |
| X03 | HE82Z3003045 | LZ 4.5% CARBON DIOXIDE | $ 89.76 | $ 248.49 | $ 255.94 | $ 263.62 | $ 271.53 | $ 279.68 | $ 288.07 |
| Z02 | AI9522000013 | BA 5% CARBON DIOXIDE | $ 97.18 | $ 97.18 | $ 100.09 | $ 103.09 | $ 106.19 | $ 109.37 | $ 112.65 |
| Z02 | CD9022000076 | BA 10% HYDROGEN | $ 39.50 | $ 39.50 | $ 40.69 | $ 41.91 | $ 43.16 | $ 44.46 | $ 45.79 |
| Z02 | HE7012003041 | USP 30% OXYGEN | $ 95.70 | $ 95.70 | $ 98.57 | $ 101.53 | $ 104.58 | $ 107.71 | $ 110.94 |
| Z02 | HE701ME3041 | USP 30% OXYGEN | $ 80.51 | $ 80.51 | $ 82.93 | $ 85.42 | $ 87.98 | $ 90.62 | $ 93.34 |
| Z02 | HE8012003042 | USP 20% OXYGEN | $ 95.70 | $ 95.70 | $ 98.57 | $ 101.53 | $ 104.58 | $ 107.71 | $ 110.94 |
| Z02 | HE801ME3042 | USP 20% OXYGEN | $ 95.67 | $ 95.67 | $ 98.54 | $ 101.49 | $ 104.54 | $ 107.68 | $ 110.91 |
| Z02 | NI744ME0017 | CB 26% OXYGEN | $ 115.26 | $ 115.26 | $ 118.72 | $ 122.28 | $ 125.95 | $ 129.73 | $ 133.62 |
| Z02 | NI9542003071 | CB 5% CARBON DIOXIDE | $ 121.19 | $ 121.19 | $ 124.83 | $ 128.58 | $ 132.43 | $ 136.41 | $ 140.50 |
| Z02 | NI954ME0023 | CB 5% CARBON DIOXIDE | $ 117.30 | $ 117.30 | $ 120.82 | $ 124.45 | $ 128.18 | $ 132.03 | $ 135.99 |
| Z02 | OX9312000102 | USP 7% CARBON DIOXIDE | $ 135.33 | $ 135.33 | $ 139.39 | $ 143.58 | $ 147.88 | $ 152.32 | $ 156.89 |
| Z03 | HE826ME3045 | ML 4.5% CARBON DIOXIDE | $ 85.56 | $ 85.56 | $ 88.13 | $ 90.77 | $ 93.49 | $ 96.30 | $ 99.19 |
| Z03 | NI695ME0175 | LD 10% HELIUM | $ 130.40 | $ 130.40 | $ 134.31 | $ 138.34 | $ 142.49 | $ 146.76 | $ 151.16 |
| Z03 | NI804ME3065 | CB 4% CARBON DIOXIDE | $ 127.85 | $ 127.85 | $ 131.68 | $ 135.64 | $ 139.70 | $ 143.90 | $ 148.21 |
| Z03 | NI8522000017 | BA 5% CARBON DIOXIDE | $ 124.88 | $ 124.88 | $ 128.62 | $ 132.48 | $ 136.46 | $ 140.55 | $ 144.77 |
| Z03 | NI8522003062 | BA 5% HYDROGEN 10% CARBON DIOXIDE | $ 46.30 | $ 225.90 | $ 232.68 | $ 239.66 | $ 246.85 | $ 254.25 | $ 261.88 |
| Z03 | NI8532000044 | BAC 5% CARBON DIOXIDE | $ 48.60 | $ 48.60 | $ 50.06 | $ 51.56 | $ 53.11 | $ 54.70 | $ 56.35 |
| Z03 | NI8622000114 | BA 5% CARBON DIOXIDE | $ 219.41 | $ 219.41 | $ 225.99 | $ 232.77 | $ 239.75 | $ 246.95 | $ 254.35 |
| Z03 | NI9022000008 | BA 5% CARBON DIOXIDE | $ 125.01 | $ 125.01 | $ 128.76 | $ 132.62 | $ 136.60 | $ 140.70 | $ 144.92 |
| Z03 | NI9032000309 | CT 5% CARBON DIOXIDE | $ 161.70 | $ 161.70 | $ 166.55 | $ 171.55 | $ 176.70 | $ 182.00 | $ 187.46 |
| Z04 | NI6852003016 | LD 0.3% CARBON MONOXIDE | $ 175.52 | $ 175.52 | $ 180.79 | $ 186.21 | $ 191.80 | $ 197.55 | $ 203.48 |

## United Iroquois Shared Services
## Airgas Contract Schedule A

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|---|---|---|---|---|---|---|---|---|---|
| Z04 | NI685ME3016 | LD 0.3% CARBON MONOXIDE | $ 160.48 | $ 160.48 | $ 165.29 | $ 170.25 | $ 175.36 | $ 180.62 | $ 186.04 |
| Z04 | NI7852003012 | LD 0.3% CARBON MONOXIDE | $ 115.98 | $ 115.98 | $ 119.46 | $ 123.05 | $ 126.74 | $ 130.54 | $ 134.45 |
| Z04 | NI7852003060 | LD 0.3% CARBON MONOXIDE | $ 101.86 | $ 101.86 | $ 104.92 | $ 108.07 | $ 111.31 | $ 114.65 | $ 118.09 |
| Z04 | NI785EA0034 | LD 0.3% CARBON MONOXIDE | $ 107.86 | $ 263.55 | $ 271.46 | $ 279.60 | $ 287.99 | $ 296.63 | $ 305.53 |
| Z04 | NI785ME0012 | LD 0.3% CARBON MONOXIDE | $ 107.86 | $ 107.86 | $ 111.10 | $ 114.43 | $ 117.86 | $ 121.40 | $ 125.04 |
| Z04 | NI785ME3012 | LD 0.3% CARBON MONOXIDE | $ 107.86 | $ 107.86 | $ 111.10 | $ 114.43 | $ 117.86 | $ 121.40 | $ 125.04 |
| Z04 | NI7892000035 | LDP 0.3% CARBON MONOXIDE | $ 383.41 | $ 383.41 | $ 394.91 | $ 406.75 | $ 418.96 | $ 431.53 | $ 444.47 |
| Z04 | NI78F200Y015 | PB 0.3% CARBON MONOXIDE | $ 112.41 | $ 112.41 | $ 115.78 | $ 119.25 | $ 122.83 | $ 126.52 | $ 130.31 |

*** DUE TO MARKET CONDITIONS THESE ITEMS MUST BE PRICED AT TIME OF PURCHASE

### Rental

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| RG4 WALK-02-BOUT | $ 5.08 | $ 5.08 | $ 5.23 | $ 5.39 | $ 5.55 | $ 5.72 | $ 5.89 |
| ALL MEDICAL AND INDUSTRIAL LARGE | $ 2.39 | $ 3.10 | $ 3.19 | $ 3.29 | $ 3.39 | $ 3.49 | $ 3.59 |
| MEDICAL AND INDUSTRIAL SMALL AND EXTRA SMALL | $ 1.55 | $ 2.55 | $ 2.63 | $ 2.71 | $ 2.79 | $ 2.87 | $ 2.96 |
| MEDICAL ALUMINUM E | $ 2.09 | $ 2.75 | $ 2.83 | $ 2.92 | $ 3.00 | $ 3.10 | $ 3.19 |
| DEWARS | $ 26.87 | $ 27.00 | $ 27.81 | $ 28.64 | $ 29.50 | $ 30.39 | $ 31.30 |
| 6K HIGH PRESSURE STEEL - PER DAY | $ 1.15 | $ 1.15 | $ 1.18 | $ 1.22 | $ 1.25 | $ 1.29 | $ 1.33 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Delivery | $ 16.45 | $ 25.00 | $ 25.75 | $ 26.52 | $ 27.32 | $ 28.14 | $ 28.98 |

United IROQUOIS Shared Services, Inc.

# CONFIDENTIAL Agreement Details

## MEMBER DESIGNATION FORM FOR ACCESS TO UISS AGREEMENTS

**UISS Agreement:** Airgas **Agreement #:** 3518

As a member in good standing of United Iroquois Shared Services Inc., this facility requests authorization to participate in the agreement listed above. Under the terms of this agreement, it is understood that the vendor may be required to pay an administrative fee ranging from 0% - 3% paid to United Iroquois Shared Services if not otherwise noted in this document. All information provided will be kept in strict confidence and will be used to purchase products or services exclusively for this UISS member.

**Accepted and agreed to on behalf of:**

Facility Name: _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Form Submission Date: _____

### SPECIAL NOTATION

If your facility is currently participating in this agreement, you do not have to complete and return this form.
For new participants, please return this form to the UISS Syracuse Office, via fax to (315) 445-2293, for processing.

### VENDOR SECTION --- TO BE COMPLETED BY VENDOR REPRESENTATIVE

Authorized Vendor Signature: _____

Printed Name & Title: _____

Date Accepted/Approved: _____

**Signing this form indicates your acceptance to add this facility to this UISS agreement.**

# Contract Detail



**Healthcare Billing & Consulting Services**

| Contract Number | Status | Contract Effective | Contract Expiration | Contracted Supplier |
|---|---|---|---|---|
| UISS Local Contract 4120 | Active | 05/01/17 | 09/30/26 | Capital Management Solutions, Inc.<br>www.capitalsolutionsla.com |

**Related Resources**
No

Details | Non Premier Contract Details | Information Sheet

**Contract Type**
Non-Premier

**Diversity Type**

**Replaces**
N/A

**Replaced By**
N/A

**Contract Contacts**

| First Name | Last Name | Phone | Fax | Email | Web Address | Title |
|---|---|---|---|---|---|---|
| Jenny | La | (909) 599-3888 | | jenny@capitalsolutionsla.com | | |

**Activation Instructions**

New participants, please complete and return the UISS Membership Designation form to the UISS Syracuse office by email to mbrisson@iroquois.org or fax 315-445-2293.

Members currently participating on this agreement, you do not have complete a new form.

**Supplier Links**

**Contract Notes**

**Rebate Available**
**N/A**

**General Contract Attachments**

- Capital Management Solutions.pdf (171k )

**Award Type**
Non-Pharmacy

**Group Buy**
No

**Last Updated**
04/10/23 Mary Brisson (update)

**Available for Price Activation**
No

**Commitment Agreement**

**Commitment Required For Access to Base Price**
N/A

**DSH Pricing**
No

**Localization Allowed**
No

**Ascend Pricing**
No

**SURPASS Pricing**
No

**Contract Search Keywords**

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VIZIENT CONTRACT BRIEF

# SV4016

## Direct Supply, Inc.

## Ambulatory and Acute Facilities Services

- Products

Effective dates: 05/15/2022 - 05/14/2027

Single-source contract

**DISTRIBUTION** Direct from the supplier

## Agreement access

**TO ACTIVATE CONTRACT TIERS -** For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

## Pricing and terms

**PRICE PROTECTION** Firm Price, Initial 12 months of the agreement but may be subject to reduction due to market conditions.

**CONTRACT TERM** Initial term is effective through 05/14/2025; Automatic Two (2) One Year Options; unless Vizient gives 90 days notice or Supplier gives 180 days notice.

**CONTRACT AND PRODUCT UPDATES** Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

## Contract process and award rationale

**NONBID CONTRACT** This contract was not awarded through the Vizient competitive contracting process. As such, you may wish to consider whether it meets your institution's competitive bid mandates.

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# Contract Detail

| | |
|---|---|
| **Contract Name:** | Reusable Textiles and Services |
| **Contract Number:** | PP-FA-915 |
| **Contract Status:** | Active |
| **Contract Effective:** | 12/01/21 |
| **Contract Expiration:** | 11/30/27 |
| **Contracted Supplier:** | Standard Textile Co., Inc.<br>http://standardtextile.com |
| **Favorite:** | No |
| **Contract Type:** | Premier |
| **Diversity Type:** | |
| **Green:** | |
| **Award Type:** | Multi source |
| **Group Buy:** | No |
| **Last Updated:** | 08/19/24 |
| **Available for Price Activation:** | Yes |
| **Commitment Agreement:** | PMDF or Price Activation |
| **MDF Required for Access to Base Price:** | No |
| **DSH Pricing:** | No |
| **Localization Allowed:** | |
| **Ascend Pricing:** | No |
| **Rebate Available:** | No |
| **Replaces:** | PP-FA-709 |
| **Replaced By:** | |
| **Contract Notes:** | Reusable Textiles and Textile Services |
| **Activation Instructions:** | |
| **Additional PA Ts&Cs Required:** | No |

**Contract Contacts:**

| First Name | Last Name | Phone | Fax | Email | Web Address | Title |
|---|---|---|---|---|---|---|
| Norman | Frankel | (513) 761-9255 | (513) 679-7992 | nfrankel@standardtextile.com | | Vice President Of Sales |

**Premier Internal Categories**
**Capital Equipment / Facilities**

Premier® confidential and proprietary and intended solely for the information and benefit of the immediate recipient and Premier, Inc.

# Contract Detail

**Price Tiers:** **Status:** Active

| Tier Description | Marketing Program | Local Tier | Preferred | Price Activated | Aggregatable? | Tier Effective | Tier Expiration | Status |
|---|---|---|---|---|---|---|---|---|
| TIER 1: No Commitment Required, PMDF Not Required. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | Yes | Yes | 12/01/21 | 11/30/27 | Active |
| TIER 2: $100,000 TO < $300,000. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | No | Yes | 12/01/21 | 11/30/27 | Active |
| TIER 3: $300,000 TO < $1,500,000 OR Academic Health System. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | No | Yes | 12/01/21 | 11/30/27 | Active |
| TIER 4: $1,500,000 TO < $3,000,000. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | No | Yes | 12/01/21 | 11/30/27 | Active |
| TIER 5: >= $3,000,000. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | No | Yes | 12/01/21 | 11/30/27 | Active |
| VBC Program TIER: Value Based Contract (VBC) Program: In Addition To The Pricing Tiers, This Agreement Includes A Voluntary Option For Participating Members To Participate In Seller's Value Based Contract Program As Set Forth In Exhibit J. In Order For Participating Member To Be Verified By Premier As Eligible For The Value Based Contract Program AND Approved By Seller To Participate In The Value Based Contract Program: (I) Seller AND Participating Member Are Responsible For Completing AND Signing An Execution Version Of The Value Based Contract Program Exhibit J; AND (Ii) Participating Member Is To Designate Its Participation In The Value Based Contract Program By Selecting The VBC Program Tier. | N/A | No | No | No | No | 12/01/21 | 11/30/27 | Active |

# Contract Detail

## Information Sheet:

| | |
|---|---|
| **Acquisition Method** | ACQUISITION METHODS:<br><br>Purchase |
| **Agreement Period** | 72 Months |
| **Alternate Sites** | ALTERNATE SITE AVAILABILITY:<br><br>The Parties hereto also acknowledge that Participating Members may include entities/facilities which are accessing the benefits of this Agreement through participation in the group purchasing programs operated by a Premier affiliate rather than Premier itself. Such entities/facilities shall nonetheless be deemed Participating Members under this Agreement.<br><br>Alternate site use is available |
| **Attachments** | Group Purchasing Agreement;Participating Member Designation Form (PMDF);Product and Pricing Terms;Product Change Look Up Form;Returned Goods Policy;Products and Pricing;Ordering Instructions |
| **Commitment** | COMMITMENT:<br><br>This agreement contains tiered pricing under which members have the ability to access more favorable pricing for higher commitment levels. To the extent supplier does not have sufficient information to determine which tier applies to a particular Premier member, it may ask the member to complete a Member Designation Form or electronic activation to indicate the member's applicable tier and whether the member wishes to aggregate purchasing activity within its multi-facility system and/or among other affiliated facilities to the extent the member can influence the purchasing decisions of such facilities.<br><br>Document(s) required to access base pricing: None<br>Document(s) required to access pricing for Tier 2 or higher: Yes<br>Document(s) required by supplier for Premier's distribution to Member: No |
| **Commitment Required for Access to Base Price** | No. Required for tiers 2 and higher |
| **Confidentiality** | HIPAA Compliance. Seller represents and warrants that to the extent applicable it shall, with respect to its obligations under this Agreement and interactions with Participating Members, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"). Seller further represents and warrants that in the event Seller is providing a service or function for or on behalf of a Participating Member that requires the use and disclosure of "protected health information" (as defined by HIPAA), it shall obtain such access in compliance with HIPAA.<br><br>Without limiting the foregoing, if Seller serves in the capacity of a "business associate" (as defined by HIPAA) in its interactions with a Participating Member, Seller shall comply with the terms and conditions set forth in the sample business associate agreement located at the website of the Department of Health and Human Services Office for Civil Rights ("OCR"), unless the applicable Participating Member and Seller enter into a business associate agreement on mutually acceptable terms. In the event Seller is acting as a "health care provider" (as defined by HIPAA), and needs access to protected health information in providing the Product to a Participating Member, Seller will abide by the applicable policies established by such Participating Member when accessing, using and disclosing protected health information.<br><br>Seller and Premier agree and acknowledge that by entering into this Agreement they have not established, and do not intend to establish, a "business associate" relationship, as such term is defined under HIPAA. Under no circumstances will either Party request from the other Party, nor will either Party provide to the other Party, any protected health information. |
| **Contract Title** | Reusable Textiles and Textile Services |
| **Distribution** | DISTRIBUTION:<br><br>Reusable Textiles and Textile Services - Products on this contract can be purchased only direct from the supplier |
| **Distributor** | DISTRIBUTOR<br><br>Seller does agree to take no action or make any change that would materially change the ultimate delivered price paid by the Participating Member, with respect to Authorized Distributors. |
| **Early Payment Discount** | EARLY PAYMENT:<br><br>Yes this contract allows for an early payment discount<br><br>The discount is 2% / Net 10. |
| **Freight Management Program** | FREIGHT MANAGEMENT PROGRAM:<br><br>The Participating Member in its sole discretion establishes a freight management program, including without limitation a program whereby the Participating Member uses a third party for inbound freight management or services (a"Member Freight Program"), Seller shall accommodate such Member Freight Program at no additional cost to the Participating Member.<br><br>Section 6.3 Shipping Terms - Member Freight Program has been altered: Member Freight Program has not been modified or altered. |
| **GLN Reporting Sales/Admin** | REPORTING GLN - SALES/ ADMIN:<br><br>Yes<br><br>Seller shall provide Premier with monthly reports of all Products purchased by and delivered to each Participating Member. This includes Products purchased pursuant to any Member Agreement (as defined in Section 10.1), and Premier Administrative Fees generated by each Participating Member. Participating Members will be identified by Global Location Number |

# Contract Detail

## Information Sheet:

| | |
|---|---|
| | ("GLN"). The GPO ID number, as noted in the Membership Roster, DEA number or HIN number may also be provided. Seller shall provide such reports to Premier no later than thirty (30) days after the last day of the applicable calendar month. All data reports submitted to Premier under this Agreement shall include the Global Trade Item Number ("GTIN") to identify Products. All reporting requirements are described in the section titled 867 (Sales File / Administrative Fee Requirements) of the PERF Guide. |
| **Grandfathering** | GRANDFATHERING:<br><br>Grandfathering language is provided in this agreement? Section 7.1.1 |
| **Guarantee of Delivery** | GUARANTEED DELIVERY TIME:<br><br>5 Days |
| **Guaranteed Savings** | GUARANTEED SAVINGS:<br><br>No language exists |
| **Large Order Threshold** | LARGE ORDER:<br><br>N/A |
| **Minimum Order Requirements** | MINIMUM ORDER:<br><br>Yes, Purchase Orders shall be for no less than case pack. |
| **Ordering Instructions** | Standard Textile Co., Inc.: 1 Knollcrest Drive, Cincinnati, OH 45237: website www.standardtextile.com: phone 800.999.0400: fax 800.436.7821 |
| **Payment Terms** | Direct: Member full payment is due in 30 days.<br><br>Distributor: Contract allows the Participating Member to negotiate the payment terms for the products purchased from and shipped by an authorized distributor. |
| **Price Protection** | PRICE PROTECTION:<br><br>Price Protection has been agreed to for Agreement Term.<br><br>Product pricing is set forth on Exhibit A-3 attached hereto. Throughout the Term of this Agreement, Seller shall not increase any of the prices set forth in Exhibit A-3. unless economic conditions warrant a price adjustment due to increases or decreases in raw material or supply costs, in which case Seller or Premier may propose a price adjustment and the Parties shall meet and discuss within fifteen (15) days of the other Party's proposal. If Seller requests a price increase, Seller will provide proof that raw material costs increased and the requested price increase to any Product(s) will be based on the percentage content of raw material in Seller's Product. If the Parties are unable to agree on an appropriate price adjustment within this fifteen (15) day period, either Party may terminate this Agreement without cause or penalty by providing the other Party with one-hundred and twenty (120) days written notice of termination. |
| **Pricing** | PRICING:<br><br>Pricing is offered Net Member |
| **Product Acceptance / Rejection** | PRODUCT ACCEPTANCE / REJECTION:<br><br>Participating Members shall have ten (10) business days from the date of delivery to inspect the Product(s) and to accept or reject such Product(s). "Acceptance" of Products by Participating Members shall occur when Seller and the applicable Participating Member in good faith mutually agree in writing that the Product(s), (a) conform(s) to the product specifications published by Seller or manufacturer (if Seller is not the manufacturer) at the time of order placement or as mutually agreed by Participating Member and Seller ("Specifications") and is completely ready to perform all procedures for which it is designed and marketed by Seller and, (b) is/are completely ready for clinical use. In the event a Participating Member, after such inspection, rejects the Product(s), the Participating Member shall have the right to return the rejected Product(s) for, at the Participating Member's option, full credit of purchase price or, if applicable, replacement of the rejected Product(s).<br><br>Section 6.3 Shipping Terms / Section 6.8 Product Acceptance has been altered: Product Acceptance has not been modified or altered |
| **Refurbished Equipment** | REFURBISHED EQUIPMENT:<br><br>N/A |
| **Replacement Parts - Capital** | CAPITAL - REPLACEMENT PARTS:<br><br>Capital - Replacement Parts Language: None<br><br>Section 8.5 Replacement Parts has been altered: N/A |
| **Returned Goods Policy** | RETURNED GOODS POLICY:<br><br>A Returned Goods Policy is associated with this agreement? Yes<br><br>The Returned Goods Policy is located in Exhibit G and the restocking fee is 10%. |
| **Service Options** | SERVICE OPTIONS:<br><br>N/A |
| **Shipping Terms** | Direct: 1. TITLE TRANSFER occurs at destination.<br>2. The supplier carries the RISK of LOSS during transit of the goods.<br>3. FREIGHT PAYMENT is the responsibility of the Supplier. |

# Contract Detail

## Information Sheet:

| | |
|---|---|
| | Distributor: Contract allows the Participating Member to negotiate the shipping terms for the products purchased from and shipped by an authorized distributor. |
| **Termination Existing Contract** | TERMINATION OF EXISTING CONTRACTS:<br><br>Any Participating Member desiring to avail itself of the benefits of this Agreement may, at its option and without liability, terminate any existing contract(s) or other arrangement(s) with Seller for the purpose of participating in the group purchasing arrangement set forth in this Agreement. Notwithstanding a Participating Member's election under this Section 5.0, Seller's obligation to pay Premier Administrative Fees on a Participating Member's purchases pursuant to a Member Agreement as set forth in Section 10.1 shall apply.<br><br>In the event Premier notifies Seller that a Participating Member is in the process of converting from another Group Purchasing Organization ("GPO") to Premier's Group Purchasing program, if such Participating Member's current net delivered pricing under its former GPO arrangement is more favorable than the net delivered pricing for which such Participating Member would be eligible under this Agreement, Seller agrees to honor such Participating Member's current pricing. Seller shall notify all Authorized Distributors of such extended pricing terms. Seller agrees to use commercially reasonable efforts to continue such Participating Member's pricing pursuant to an agreement between Seller and Participating Member that incorporates this Agreement.<br><br>Section 5.0 Termination of Existing Contracts has been altered: The standard template language is in the agreement |
| **Tier Complexity** | Preferred Tier Level 1 (Requires one variable to be analyzed) |
| **Trade In Allowances** | TRADE-IN ALLOWANCE:<br><br>N/A |
| **Training** | TRAINING:<br><br>This contract allows for user training as it relates to the Products at no additional cost to the Participating Member? Yes<br><br>Included in the price of the Product(s), Seller will provide to each Participating Member in-service and clinical training related to the Products as required or requested by each Participating Member. |
| **Value Adds** | VALUE ADD:<br><br>Other<br><br>Risk-free trial to evaluate DermaTherapy silk like therapeutic bedding |
| **Warranties** | Seller hereby warrants that all Products supplied hereunder shall be free and clear of all liens and encumbrances, that Seller has good and merchantable title, and that each of the Products shall be free from defects in design, material, workmanship and labeling and shall conform to the published specifications for such Product and Seller's representations regarding the functions and uses for which the Product is marketed. All costs of transportation and insurance related to any warranty return of the Product(s) by the Participating Member shall be paid by Seller. All of the warranties referenced or set forth in this Section 12.2 shall be in addition to all other warranties which may be prescribed by law. Attached hereto as Exhibit G is a detailed description of additional warranties applicable to the Products. Seller further represents and warrants that: (a) the Products; (b) the packaging, instructions and other materials supplied therewith; and (c) their contemplated uses do not and will not directly infringe, or contribute to the infringement of, any intellectual property right, including, but not limited to, any patent, copyright, trademark or trade secret right.<br><br>In the event any document prepared by Seller ("Seller's Documents") contains a limitation of liability, such limitation of liability shall not apply to Seller's indemnification obligations under Section 12.1 of this Agreement. Seller agrees that in the event any Seller Documents contain a limitation on the amount of damages that may be paid to a customer, including Participating Member, such limitation will not apply with respect to Products. In addition, should the Seller Documents contain any specific warranty period ("Warranty Period"), such Warranty Period shall commence upon Acceptance (as defined in Section 6.3).<br><br>To the extent that the products and services covered by this Agreement contain no operating software, programmable hardware, or resident executable code, and do not involve the use of software (whether local or via the Internet), the following sections 12.2.1-12.2.5 do not apply. |

United IROQUOIS Shared Services, Inc.

# CONFIDENTIAL Agreement Details

## UISS Agreement Information

| | | |
|---|---|---|
| Items Contracted | : | Disposable Products including Dietary Disposables, Janitorial Products & Office Paper |
| UISS Contract Category | : | Distribution Agreements & Delivery Services |
| Agreement Number | : | 2116 |
| Agreement Term | : | 12/01/2015 – 10/31/2026 |
| Price Protection | : | 30-day periods; increases/decreases are sent to participating members monthly. |
| Payment Terms | : | Net 30 days |
| Orders | : | All orders placed via online Order Entry or as otherwise instructed |
| | : | Minimum Order $500 |
| | : | Small Order Fee - $75 (if minimum is not met) |
| | : | No Fuel Surcharge Fee |
| Delivery Terms | : | All orders delivered no later than 14 days after receipt of order unless alternative delivery schedules have been mutually agreed upon. Deliveries made outside the regular scheduled deliveries will be predetermined with each UISS member. |

## Vendor Information

| | | |
|---|---|---|
| Agreement Vendor | : | Network Services Company (Supplier)<br>1100 E Woodland Road, Suite 200<br>Schaumburg, IL 60173 |
| Phone Number | : | (800) 683-0334 |
| Website | ; | www.networkdistribution.com |
| Servicing Distributor | : | **Hill & Markes**<br>1997 State Highway, 5S<br>Amsterdam, NY 12010 |
| Phone Number | : | (518) 842-2410 |
| Fax Number | : | (800) 836-4455 |
| Website | : | www.hillnmarkes.com |

## Vendor Contact Information – Hill & Markes

| | | |
|---|---|---|
| Chief Operating Officer | : | Jason Packer |
| Phone Number | : | (518) 836-4455 |
| Email | : | jpacker@hillnmarkes.com |

## Vendor Contact Information – Network Services

| | | |
|---|---|---|
| Corporate Account Director | : | Chip Marshall |
| Email | : | cmarshall@networkdistribution.com |

United IROQUOIS Shared Services, Inc.

**CONFIDENTIAL**
**Agreement Details**

## Standard Terms and Conditions – Distributor Cost Plus Percentages

| Subcategory | TIER 3 ALL UISS ACUTE CARE<br>PMDF Required<br>TIER 2 UISS NON-ACUTE CARE<br>PMDF Required<br>$500 minimum order required;<br>$75 small order fee if minimum not met |
|---|---|
| Absorbents | LOCALLY NEGOTIATED |
| Aerosol Products | LOCALLY NEGOTIATED |
| Air Filtration Products | LOCALLY NEGOTIATED |
| Apparel (Aprons, Bibs, Coveralls) | LOCALLY NEGOTIATED |
| Can Liners | LOCALLY NEGOTIATED |
| Chemicals-Warewash | LOCALLY NEGOTIATED |
| Cleaning Chemicals (all types/applications) Includes Chemical Cleaning Wipers | LOCALLY NEGOTIATED |
| Equipment/Batteries | LOCALLY NEGOTIATED |
| Floor Care Chemicals (All types/applications) | LOCALLY NEGOTIATED |
| Floor Care Equipment and Services | LOCALLY NEGOTIATED |
| Foodservice | LOCALLY NEGOTIATED |
| Gloves | LOCALLY NEGOTIATED |
| Hand Dryers (Mechanized) | LOCALLY NEGOTIATED |
| Housekeeping Chemicals (All types/applications) | LOCALLY NEGOTIATED |
| Housekeeping Products | LOCALLY NEGOTIATED |
| Janitorial Supplies and Equipment | LOCALLY NEGOTIATED |
| Lamps/Ballasts/Fixtures | LOCALLY NEGOTIATED |
| Laundry Chemicals | LOCALLY NEGOTIATED |
| Paper Towel Dispensers (Manual) | LOCALLY NEGOTIATED |
| Paper Towel Dispensers (Mechanized) | LOCALLY NEGOTIATED |
| Paper Towels and Tissues | LOCALLY NEGOTIATED |
| Personal Care | LOCALLY NEGOTIATED |
| Printing Paper | LOCALLY NEGOTIATED |
| Skincare | LOCALLY NEGOTIATED |
| Soaps and Lotions (Manual) | LOCALLY NEGOTIATED |
| Soaps and Lotions (Mechanized) | LOCALLY NEGOTIATED |
| Stainless Steel Carts and Equipment | LOCALLY NEGOTIATED |
| Tissue Dispensers (Manual) | LOCALLY NEGOTIATED |
| Tissue Dispensers (Mechanized) | LOCALLY NEGOTIATED |
| Non-Contracted Products | LOCALLY NEGOTIATED |
| PRIVATE LABELED PRODUCTS | LOCALLY NEGOTIATED |
| WIPERS | LOCALLY NEGOTIATED |

United IROQUOIS Shared Services, Inc.

**CONFIDENTIAL**
**Agreement Details**

**FOR PREMIER MEMBERS**

- Some manufacturers have agreements with Acurity Services (i.e. GOJO, Clorox, Georgia Pacific, Diversey, Kimberly Clark, and 3M). Activate those agreements to receive an even lower cost basis.

Line item pricing is sent to all participating members on a monthly basis. If you are interested in comparing your current costs against this contract, please contact a member of the Hill and Markes Team for further information:

Online Orders – Internet ordering available via the website at www.hillnmarkes.com.

Network Services Connection – As a participant of the Network Services family, Hill & Markes will provide you access to a national provider that focuses on effective solutions with an expansive line of quality name-branded products, supplies and equipment. Additional information about Network Services can be obtained at their website: www.networkdistribution.com.

United IROQUOIS Shared Services, Inc.

**CONFIDENTIAL**
**Agreement Details**

hill & markes SINCE 1906 INC. WHOLESALE DISTRIBUTORS

## HILL & MARKES SERVICES & PRODUCTS

Hill & Markes, Inc. has been servicing the healthcare industry for over 100 years. From Acute Care and Long Term Hospitals, to Short Term Health, Wellness, and Rehabilitation Centers, Hill & Markes delivers a comprehensive package of programs, services, and products to aid facilities in meeting the cost and personnel challenges of today.

**Environmental Services**
Cleaning Systems
Cleaning Tools
Cleaning Products
Site Training
Classroom Training
Hands-on Training
Training Procedures
Training Aids
Certification

**Materials Management**
Major GPO Affiliation
Delivery Options
Supplier sourcing
Inventory Control
Supply Options
Product Bundling
Green Options
Product Training

**Infection Prevention**
HAI Reduction
HCAPs Survey Reporting
Hygiene Training
Classroom Training
Hands-on Training
Training Procedures
Training Aids
Compliance

**Management**
Business Reviews
Business Assessments
Product Testing
HCAPs & HAI Training
New Technologies
Staff Training
Compliance

United IROQUOIS Shared Services, Inc.

**CONFIDENTIAL Agreement Details**

MEMBER DESIGNATION FORM FOR ACCESS TO UISS AGREEMENTS

**UISS Agreement:** **Hill & Markes/Network Services/UISS** **Agreement #:** **2116**

As a member in good standing of United Iroquois Shared Services Inc., this facility requests authorization to participate in the agreement listed above. Under the terms of this agreement, it is understood that the vendor may be required to pay an administrative fee ranging from 0% - 3% paid to United Iroquois Shared Services if not otherwise noted in this document. All information provided will be kept in strict confidence and will be used to purchase products or services exclusively for this UISS member.

**Accepted and agreed to on behalf of:**

Facility Name: _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Form Submission Date: _____

SPECIAL NOTATION

If your facility is currently participating in this agreement, you do not have to complete and return this form. For new participants, please return this form to the UISS Team at UISSTeam@iroquois.org, for processing.

**VENDOR SECTION --- TO BE COMPLETED BY VENDOR REPRESENTATIVE**

Authorized Vendor Signature: _____

Printed Name & Title: _____

Date Accepted/Approved: _____

**Signing this form indicates your acceptance to add this facility to this UISS agreement.**

PROVISTA

Menu

Contracts | Search Catalog

Logged in

2650321 - Van Rensselaer Manor
Long Term Care

Home > Contract Search Results > Contract Details

# CE7583 - Johnson Controls HVAC and Chillers

Contracted Supplier: Johnson Controls
Effective Dates: August 1, 2022 - July 31, 2027
Spend Category: HVAC AND CHILLER
Distribution Method: Both
Number of Products: 0 Products
Facility Status: Not Activated

Future

Quick Links

Information on all Tiers

My Notes 0

Product list

Contract News

Spend for this Category

## Contract Documents

Action
File Name

Displaying 4/6

| |
|---|
| |
| ntract Briefs |
| hnson_Controls_Exhibit_A_Product_and_Service_Agreement_Pricing.pdf |
| hnson_Controls_Exhibit_C_Return_Policy.pdf |

## My Tier Information

| Price Program | Current Tier | Current Tier Status | System Status | Next Tier Change | Next Tier Status | Distributor Name Distributor Markup % |
|---|---|---|---|---|---|---|
| Johnson Controls HVAC Construction MRO CE7583... | | | | | | |
| Johnson Controls HVAC Construction Project Pricing... | | | | | | |

**Contracts Replaced by this Contract**

CE2492 - Johnson Controls HVAC

CE2493 - Trane HVAC
CE2494 - Carrier HVAC Chillers & Bldg Automation Awarded by MedAssets

**Contracts Replacing this Contract**

NO DATA AVAILABLE

**Multisource Contracts**

CE7581 - Carrier HVAC and Chillers
CE7582 - Daikin Applied HVAC and Chillers
CE7584 - Trane HVAC and Chillers

My Notes

Products & Pricing

Terms & Conditions

Contract Legal Documents

All Vizient contract and pricing information is confidential and proprietary information and must be protected from disclosure in accordance with your existing group purchasing organization agreement. These contracts and related information may only be used for internal business purposes unless Vizient provides prior written consent for other

| Document Name | Last Updated |
|---|---|
| CE7583 Supplier Agreement | 07/05/2022 |

Contacts


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**Need Technical Assistance or Trainin**
Contact Provista Support at either 888-538-4662 or support@provistaco.cc

VIZIENT CONTRACT BRIEF

# MS6870

# KCI USA, Inc.

# Negative Pressure Wound Therapy

## Effective dates: 10/01/2018 - 09/30/2028

Equivalent-source contract

**PREVIOUS CONTRACTS IN THIS CATEGORY** MS0490 - KCI Negative Pressure Wound Therapy

**DISTRIBUTION** Direct from the supplier

## Agreement access

**TO ACTIVATE CONTRACT TIERS -** For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

**ADDITIONAL FORM REQUIRED** This contract requires an end user agreement or Supplier provided form. The form is completed as part of the online activation process described above.

## Pricing and terms

**PRICING** Refer to Vizient Catalog for line-item pricing.

**PRICE TIERS** Refer to Vizient Catalog for tier eligibility requirements. If you qualify for a different tier from the one your facility is currently on, click the "Request a New Tier" button on the Facility Status line to initiate a new tier request with the supplier. Follow the prompts and provide all requested data until you reach the Submit stage.

**PRICE PROTECTION** Firm Price, Initial Term of the agreement but may be subject to reduction due to market conditions.

**CONTRACT TERM** Initial term is effective through 09/30/2024; Automatic Two (2) One Year Options unless either party gives 90 days notice.

**CONTRACT AND PRODUCT UPDATES** Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

## Contract process and award rationale

**COMPETITIVE CONTRACTING PROCESS** Vizient awards product agreements to the suppliers that offer best overall value, as determined through a comprehensive contracting process that follows the principles of the American Bar Association's Model Procurement Code and involves participating member organizations to the greatest practical degree. The process uses member-driven criteria and a weighted award decision tool that considers financial and product specification/quality factors. This contract was awarded based solely on the results of this process.

Based solely upon the results of this process, Vizient awarded this category as described on page 1.

**Request for proposal**

Vizient issued a request for proposal in March 2017.

The RFP was issued to these suppliers: 1 st Needs Medical, Cardinal Health 2000 LLC, Convatec, Custom Medical Solutions, DeRoyal, Integrated Healing Technologies, KCI, Medela, Medquest, Molnlycke, Parasol Medical, Pensar Medical, SDP, Smith & Nephew, and Typenex Medical..

Responses were received from these suppliers: Custom Medical Solutions, DeRoyal, Integrated Healing Technologies, KCI, Medela, Pensar,Smith & Nephew, .

**Proposal evaluation**

In addition to financial value, the proposals were evaluated based on the following product specification /quality factors, which were developed and weighted by Vizient's Wound Management Council in February 2017:

- Depth and breadth of coverage  Clinical acceptability  Supplier capability  Member preference

**Member input**

A member preference survey was conducted in March 2017 in conjunction with the request for proposal to assess which suppliers' members find acceptable and prefer to use. Results were factored into the award recommendation.

**Best-and-final offer**

Based on the scoring results, Cardinal, DeRoyal, KCI, and Smith & Nephew were invited to submit their best-and-final pricing offer in May 2018.

**Award validation**

Based on the proposal scorecard results and the recommendation of the council, Vizient awarded this category as described above.

Vizient wishes to thank the members of the Wound Management Council for their valuable direction and input into this award decision.

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# PREMIER HEALTHCARE ALLIANCE, L.P.

GROUP PURCHASING AGREEMENT-MED/SURG DISTRIBUTION
COVER SHEET

CONTRACT NUMBER: PP-DS-093

| | | | |
|---|---|---|---|
| 1. | The "Parties" to this Group Purchasing Agreement are: | | |
| | Premier Healthcare Alliance, L.P. ("Premier") | McKesson Medical-Surgical Inc., McKesson Medical-Surgical Minnesota Supply Inc., and McKesson Medical-Surgical Government Solutions Inc. (jointly and severally, "Distributor") | |
| | 13034 Ballantyne Corporate Place Charlotte, NC 28277 | 9954 Mayland Drive, Suite 4000 Richmond, VA 23233 | |
| | Attn: Contract Mgr/Director: Aimee Gallo 704.357.0022 | Attention: President<br>800.446.3008 (Phone) Premiersupport@mckesson.com (Email) | |
| 2. | Product Category: | Medical and Surgical Products Distribution | |
| 3. | Effective Date: | January 1, 2022 | |
| 4. | Expiration Date: | December 31, 2026 | |
| 5. | Term of Agreement (months): | 60 | |
| 6. | Delivery Time Period (days): | 1-3 business days | (Section 6.4) |
| 7. | Premier Administrative Fee: | .33% on all Net Purchases excluding McKesson Brand Products, Rx Products, and Specialty Rx Products; 2.33% on McKesson Brand Products; .15% on Rx Products excluding Specialty Rx Products | (Section 10.1) |
| 8. | Administrative Fee Payment Frequency: | Monthly within 30 days | (Section 10.2) |
| 9. | Participating Member Early Payment Discount | Negotiated at Participating Member Level | (Section 6.1) |

This Group Purchasing Agreement (the "Agreement") is comprised of the following documents and is entered into by the Parties as of the Effective Date set forth in Item 3 above:

i. This Cover Sheet;
ii. The attached Premier Standard Terms and Conditions;
iii. The attached Additional Terms and Conditions (if any); and
iv. The following attached exhibits:

| | |
|---|---|
| Exhibit A-1 (a): | Pricing Terms (Acute Care) |
| Exhibit A-1(b): | Pricing Terms (Non-Acute Care) |
| Exhibit A-2: | Participating Member Designation Form – Intentionally Omitted |
| Exhibit A-3: | Product Price List – Intentionally Omitted |
| Exhibit B: | Membership Roster Access Instructions |
| Exhibit B-1: | Dual Membership Notice Instructions – Intentionally Omitted |
| Exhibit B-2: | Class of Trade Eligibility |
| Exhibit C: | [Intentionally Omitted] |
| Exhibit D: | Reporting Format Access Instructions |
| Exhibit E: | Payment Instructions |
| Exhibit F: | Minority, Woman-Owned and Small Businesses Policy |
| Exhibit G: | Distributor's Returned Goods Policy |
| Exhibit H: | Ordering Instructions |
| Exhibit I: | Value Adds – Intentionally Omitted |
| Exhibit J: | Miscellaneous Charges |
| Exhibit K: | Excluded Participating Members |


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# PREMIER HEALTHCARE ALLIANCE, L.P.
# GROUP PURCHASING AGREEMENT-MED/SURG DISTRIBUTION
COVER SHEET

CONTRACT NUMBER: PP-DS-094

| | | | |
|---|---|---|---|
| 1. | The "Parties" to this Group Purchasing Agreement are: | | |
| | Premier Healthcare Alliance, L.P. ("Premier") | Medline Industries, Inc. ("Distributor") | |
| | 13034 Ballantyne Corporate Place Charlotte, NC 28277 | Three Lakes Drive Northfield, IL 60093 | |
| | Attn: Contract Mgr/Director: Aimee Gallo 704.357.0022 | Attention: Mark Parry, Vice President, National Accounts 847.949.5500 (Phone) 847.949.2497 (Fax) | |
| 2. | Product Category: | Medical and Surgical Products Distribution | |
| 3. | Effective Date: | January 1, 2022 | |
| 4. | Expiration Date: | December 31, 2026 | |
| 5. | Term of Agreement (months): | 60 | |
| 6. | Guaranteed Delivery Time Period (days): | Member Dependent | (Section 6.5) |
| 7. | Premier Administrative Fee: | 0.25% Suture/Endomechanical/Staple Product<br>0.40% for Med/Surg Product | (Section 10.1) |
| 8. | Administrative Fee Payment Frequency: | Monthly, within 45 days | (Section 10.2) |
| 9. | Participating Member Early Payment Discount: | Per Exhibit A-1a and Exhibit A-1b | (Section 6.1) |

This Group Purchasing Agreement (the "Agreement") is comprised of the following documents and is entered into by the Parties as of the Effective Date set forth in Item 3 above:

i. This Cover Sheet;
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iii. The attached Additional Terms and Conditions (if any); and
iv. The following attached exhibits:

Exhibit A-1(a): Service and Pricing Terms (Acute Care)
Exhibit A-1(b): Service and Pricing Terms (Non-Acute Care)
Exhibit A-2(a): Participating Member Designation Form (Acute Care)
Exhibit A-2(b): Participating Member Designation Form (Non-Acute Care)
Exhibit A-3: Product Price List – Intentionally Omitted
Exhibit B: Membership Roster Access Instructions
Exhibit B-1: Dual Membership Notice Instructions
Exhibit B-2: Class of Trade Eligibility
Exhibit C: [Intentionally Omitted]
Exhibit D: Reporting Formats Access Instructions
Exhibit E: Payment Instructions
Exhibit F: Minority, Woman-Owned and Small Businesses Policy
Exhibit G: Distributor's Returned Goods Policy
Exhibit H: Ordering Instructions
Exhibit I: Value Adds/Rebate (if applicable) – Intentionally Omitted
Exhibit J: Miscellaneous Charges

**IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY**, each Party has caused this Agreement to be executed by its duly authorized representative as set forth below.


©2020 PREMIER HEALTHCARE ALLIANCE, L.P.

# PREMIER HEALTHCARE ALLIANCE, L.P.
# GROUP PURCHASING AGREEMENT-MED/SURG DISTRIBUTION
COVER SHEET

CONTRACT NUMBER: PP-DS-094

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| 1. | The "Parties" to this Group Purchasing Agreement are: | | |
| | Premier Healthcare Alliance, L.P. ("Premier") | Medline Industries, Inc. ("Distributor") | |
| | 13034 Ballantyne Corporate Place Charlotte, NC 28277 | Three Lakes Drive Northfield, IL 60093 | |
| | Attn: Contract Mgr/Director: Aimee Gallo 704.357.0022 | Attention: Mark Parry, Vice President, National Accounts 847.949.5500 (Phone) 847.949.2497 (Fax) | |
| 2. | Product Category: | Medical and Surgical Products Distribution | |
| 3. | Effective Date: | January 1, 2022 | |
| 4. | Expiration Date: | December 31, 2026 | |
| 5. | Term of Agreement (months): | 60 | |
| 6. | Guaranteed Delivery Time Period (days): | Member Dependent | (Section 6.5) |
| 7. | Premier Administrative Fee: | 0.25% Suture/Endomechanical/Staple Product<br>0.40% for Med/Surg Product | (Section 10.1) |
| 8. | Administrative Fee Payment Frequency: | Monthly, within 45 days | (Section 10.2) |
| 9. | Participating Member Early Payment Discount: | Per Exhibit A-1a and Exhibit A-1b | (Section 6.1) |

This Group Purchasing Agreement (the "Agreement") is comprised of the following documents and is entered into by the Parties as of the Effective Date set forth in Item 3 above:

i. This Cover Sheet;
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Exhibit A-2(a): Participating Member Designation Form (Acute Care)
Exhibit A-2(b): Participating Member Designation Form (Non-Acute Care)
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Exhibit B-1: Dual Membership Notice Instructions
Exhibit B-2: Class of Trade Eligibility
Exhibit C: [Intentionally Omitted]
Exhibit D: Reporting Formats Access Instructions
Exhibit E: Payment Instructions
Exhibit F: Minority, Woman-Owned and Small Businesses Policy
Exhibit G: Distributor's Returned Goods Policy
Exhibit H: Ordering Instructions
Exhibit I: Value Adds/Rebate (if applicable) – Intentionally Omitted
Exhibit J: Miscellaneous Charges

**IN WITNESS WHEREOF, AND INTENDING TO BE BOUND HEREBY,** each Party has caused this Agreement to be executed by its duly authorized representative as set forth below.


©2020 PREMIER HEALTHCARE ALLIANCE, L.P.

United IROQUOIS Shared Services, Inc.

# CONFIDENTIAL Agreement Details

## UISS Agreement Information

| | | |
|---|---|---|
| Items Contracted | : | Medical/Surgical Distribution |
| UISS Contract Category | : | Distribution Agreements & Delivery Services |
| Agreement Number | : | UISS-DS-1705 |
| Agreement Term | : | 04/01/2006 – 12/31/2031 |
| Price Protection | : | 30-day written notice of any changes |
| Delivery Terms | : | FOB Destination |

## Vendor Information

| | | |
|---|---|---|
| Agreement Vendor | : | Mohawk Healthcare, Inc.<br>247 Elizabeth Street<br>Utica, NY 13501 |
| Phone Number | : | (800) 962-5660 or (315) 797-0570 |
| Fax Number | : | (315) 797-0365 |
| Website | : | www.emohawk.com |

## Vendor Contact Information

Thomas Spellman, CEO
tomspellman@emohawk.com

Thomas Spellman, Jr. President & Vendor Relations
tspellmanjr@emohawk.com

Craig Soja, Contract Manager
csoja@emohawk.com

Cody Roberts, Sales Utica Area
croberts@emohawk.com

Mike Sullivan, Jr., Sales Albany Area
msullivanjr@emohawk.com

John Odell, Sales, Sales CNY (Rome, Syracuse)
jodell@emohawk.com

Devin Frye, Sales Utica to Watertown
dfrye@emohawk.com

Francesco Faccioli, Sales Rochester, Buffalo
ffaccioli@emohawk.com

United IROQUOIS Shared Services, Inc.

**CONFIDENTIAL**
**Agreement Details**

## Standard Terms & Conditions

1. Supplier shall provide products through its distribution services to **acute-care** Clients at the following mark-up levels:
   a. Cost Plus 5% - monthly volume of $50,000 or more, payment terms of 60 days from date of invoice and all outstanding invoices over 60 days will incur a 2% service fee.
   b. Cost Plus 7%- monthly volume of $0-$49,999, payment terms of 60 days from date of invoice and all outstanding invoices over 60 days will incur a 2% service fee.

   Supplier shall provide products through its distribution services to **non-acute** Clients at the following mark-up levels:
   a. Cost Plus 15% - monthly volume of $10,000 or more, payment terms of 60 days from date of invoice and all outstanding invoices over 60 days will incur a 2% service fee.
   c. Cost Plus 18% - monthly volume of $0 - $9,999, payment terms of 60 days from date of invoice and all outstanding invoices over 60 days will incur a 2% service fee.

   Markup percentages are firm for the term of this agreement unless the Client fails to pay the 2% service fee imposed due to late payment. If any Client solicits services from Supplier, and Supplier deems this business to be of a highly competitive nature, then Supplier may, at its own discretion, bid a Cost-Plus Percentage lower than agreed without effecting this contract or making this offer available to all Clients and/or may enter into an exclusive arrangement with any Client without altering the original terms of this agreement. Deviations from the terms of the Cost-Plus Percentage will not affect payment of the administrative fee to UISS.

2. Supplier will use its best efforts in competitively pricing non-contract products for all Clients.

3. Supplier shall continuously update Client records to provide timely access to the applicable UISS local, Acurity (formerly known as Greater New York Hospital Association") regional, Premier/Essensa/Innovatix national, and Acurity nationally-enhanced contracts.

4. Supplier shall contract with and bill Clients directly and will look to them, not to UISS, for payment. All Clients, present and future, will have the opportunity to participate under the terms contained herein.

5. All orders will be delivered by Supplier to the Clients no later than five (5) days A.R.O. unless alternate delivery schedules have been mutually agreed upon by the ordering Client. All routine deliveries are F.O.B. to the Client.

6. Supplier shall provide notice to the Client of any item ordered that is "out of stock" or "unavailable" within three (3) hours of receipt of order. No substitutions will be permitted without the advance approval from the ordering Client. Supplier shall notify Clients immediately of any applicable recalls.

7. Supplier shall provide all reasonable efforts to delivery necessary products to facilities in the event of a Class A disaster (defined as a natural or man caused disaster that interrupts the normal flow of life. i.e. earthquake, hurricane, riot, etc.).

8. Supplier shall be in compliance with Sections 6, 7, and 12 of the Fair Labor Standards Act as set forth under the 1964 Civil Rights Acts, Executive Order 11246 and the equal employment opportunity requirements and provisions of Title VI and of Title VII of the Civil Rights Act of 1964 amended, and of Executive Order 11246, as amended.

9. Supplier shall provide list of alignment with Premier Manufacturers (authorized distributor).

10. Supplier shall provide Disaster Contingency and recovery plan for all Clients signing into a prime vendor agreement committing to purchase 75%+ of their medical/surgical monthly volume.

11. Supplier will load member's GPO contract pricing within 10 days once it is approved and received from the manufacturer.

12. Supplier requires a minimum purchase amount of $25 (not subject Provide Minimum Purchase Requirement (if any)

13. Supplier will provide Key Performance Indicators (KPIs) at Client's request with the stipulation the Client signs a prime vendor agreement with the following commitments:
    A. Purchase 75% of their medical/surgical monthly volume
    B. Purchase a minimum of $50,000 per month
    C. Comply with Supplier's payment terms
    D. Commit to Supplier's Inventory Program and the purchase of all custom and personalized products held for the Client.

    Supplier's KPIs will include Fill Rates (at gross amounts and net amounts less industry allowed adjustments) and backordered items with estimated delivery dates.

Will use "Best Efforts" in pricing "non-contracted" products for all Clients. Mohawk may, at its discretion, provide an account a lower cost-plus percentage without effecting this agreement.

<u>Placing Orders</u>

Credit application will need to be processed with references for new accounts. Credit and limits negotiated by customers.

United IROQUOIS Shared Services, Inc.

**CONFIDENTIAL Agreement Details**

MEMBER DESIGNATION FORM FOR ACCESS TO UISS AGREEMENTS

**UISS Agreement:** **Mohawk Hospital Equipment, Inc. Med/Surg Distribution** **Agreement #:** **UISS-DS-1705**

As a member in good standing of United Iroquois Shared Services Inc., this facility requests authorization to participate in the agreement listed above. Under the terms of this agreement, it is understood that the vendor may be required to pay an administrative fee ranging from 0% - 3% paid to United Iroquois Shared Services if not otherwise noted in this document. All information provided will be kept in strict confidence and will be used to purchase products or services exclusively for this UISS member.

**Accepted and agreed to on behalf of:**

Facility Name: _____

Address: _____

City/State/Zip: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Form Submission Date: _____

SPECIAL NOTATION

If your facility is currently participating in this agreement, you do not have to complete and return this form.
For new participants, please return this form to Mary Brisson at mbrisson@iroquois.org for processing.

**VENDOR SECTION --- TO BE COMPLETED BY VENDOR REPRESENTATIVE**

Authorized Vendor Signature: _____

Printed Name & Title: _____

Date Accepted/Approved: _____

**Signing this form indicates your acceptance to add this facility to this UISS agreement.**

VIZIENT CONTRACT BRIEF

# SV2262

## Otis Elevator Company

## Elevator and Escalator Maintenance

Effective dates: 05/01/2020 - 04/30/2027

Multi-source contract

**OTHER CONTRACTS IN THIS CATEGORY** SV2261 - KONE Elevator and Escalator Service, Repair and Maintenance, SV2263 - Schindler Elevator and Escalator Service, Repair and Maintenance, SV2264 - Thyssenkrupp Elevator and Escalator Service Repair and Maintenance

**PREVIOUS CONTRACTS IN THIS CATEGORY** SV0641 - Otis Elevator Equipment & Svcs, SV0642 - ThyssenKrupp Elevator Service, SV0643 - KONE Elevator Service, SV0644 - Schindler Elevator Maintenance Awarded by MedAssets

**DISTRIBUTION** Direct from the supplier

## Agreement access

**TO ACTIVATE CONTRACT TIERS -** For those who have access to request tiers, click the purple "Activate Now" button on the catalog contract details page to launch the online activation process. Follow the prompts and provide all requested data until you reach the Submit stage. If requesting a different tier, click the purple "Request a New Tier" button and follow the same process.

**ADDITIONAL FORM REQUIRED** This contract requires an end user agreement or Supplier provided form. The form is completed as part of the online activation process described above.

## Pricing and terms

**PRICING** Pricing detail is available from the Contract Documents area of the contract details page in Vizient Catalog.

**PRICE TIERS** Refer to Vizient Catalog for tier eligibility requirements. If you qualify for a different tier from the one your facility is currently on, click the "Request a New Tier" button on the Facility Status line to initiate a new tier request with the supplier. Follow the prompts and provide all requested data until you reach the Submit stage.

**PRICE PROTECTION** Firm Price, Entire Term of the agreement but may be subject to reduction due to market conditions.

**CONTRACT TERM** Initial term is effective through 04/30/2023; Automatic Two (2) One Year Options; unless Vizient gives 90 days notice or Supplier gives 180 days notice.

**CONTRACT AND PRODUCT UPDATES** Product and price updates, promotions, supplier news and other changes that occur during the term of this contract are shared via Vizient Catalog. They can be viewed at the Contract News link on the contract details page.

## Contract process and award rationale

**COMPETITIVE CONTRACTING PROCESS** Vizient awards product agreements to the suppliers that offer best overall value, as determined through a comprehensive contracting process that follows the principles of the American Bar Association's Model Procurement Code and involves participating member organizations to the greatest practical degree. The process uses member-driven criteria and a weighted award decision tool that considers financial and product specification/quality factors. This contract was awarded based solely on the results of this process.

Based solely upon the results of this process, Vizient awarded this category as described on page 1.

**Request for proposal**

Vizient issued a request for proposal in May 2019.

The RFP was issued to these suppliers: ThyssenKrupp ; Schindler ; Otis ; KONE.

Responses were received from these suppliers: ThyssenKrupp ; Schindler ; Otis ; KONE.

**Proposal evaluation**

In addition to financial value, the proposals were evaluated based on the following product specification /quality factors, which were developed and weighted by Vizient's Facilities and Construction Council in April 2019:

- Breadth & Depth ; Quality of Service ;Member Preference ; Terms and Conditions ; EPP

**Member input**

A member preference survey was conducted in January 2019 in conjunction with the request for proposal to assess which suppliers' members find acceptable and prefer to use. Results were factored into the award recommendation.

**Best-and-final offer**

Based on the scoring results, ThyssenKrupp ; Schindler ; Otis ; KONE were invited to submit their best-and-final pricing offer in November 2019.

**Award validation**

Based on the proposal scorecard results and the recommendation of the council, Vizient awarded this category as described above.

Vizient wishes to thank the members of the Facilities and Construction Council for their valuable direction and input into this award decision.

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Contracts

pp-di-001d

All Facilities

Basic Advanced

SCA Home | Catalog | Activations

**National Foodservice Distribut**

US Foods, Inc.

**PP-DI-001D**

Premier

View Spend

**Effective** 07/01/2020
**Expires** 06/30/2030
**Status** Active
**Category** FOOD DISTRIBUTION
**Supplier Website**
http://www.usfoodservice.com

**Related Links**
There are no related resources available for this contract.

Tiers | Products | Details | Contract Resources | Info Sheet | Related Cc

# Tiers

No Tier data found for the contract.

# Contract Detail

**Contract Name:** Reusable Textiles and Services
**Contract Number:** PP-FA-915
**Contract Status:** Active
**Contract Effective:** 12/01/21
**Contract Expiration:** 11/30/27
**Contracted Supplier:** Standard Textile Co., Inc.
http://standardtextile.com
**Favorite:** No
**Contract Type:** Premier
**Diversity Type:**
**Green:**
**Award Type:** Multi source
**Group Buy:** No
**Last Updated:** 08/19/24
**Available for Price Activation:** Yes
**Commitment Agreement:** PMDF or Price Activation
**MDF Required for Access to Base Price:** No
**DSH Pricing:** No
**Localization Allowed:**
**Ascend Pricing:** No
**Rebate Available:** No
**Replaces:** PP-FA-709
**Replaced By:**
**Contract Notes:** Reusable Textiles and Textile Services
**Activation Instructions:**
**Additional PA Ts&Cs Required:** No

**Contract Contacts:**

| First Name | Last Name | Phone | Fax | Email | Web Address | Title |
|---|---|---|---|---|---|---|
| Norman | Frankel | (513) 761-9255 | (513) 679-7992 | nfrankel@standardtextile.com | | Vice President Of Sales |

**Premier Internal Categories**
**Capital Equipment / Facilities**

Premier® confidential and proprietary and intended solely for the information and benefit of the immediate recipient and Premier, Inc.

# Contract Detail

## Price Tiers:

**Status:** Active

| Tier Description | Marketing Program | Local Tier | Preferred | Price Activated | Aggregatable? | Tier Effective | Tier Expiration | Status |
|---|---|---|---|---|---|---|---|---|
| TIER 1: No Commitment Required, PMDF Not Required. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | Yes | Yes | 12/01/21 | 11/30/27 | Active |
| TIER 2: $100,000 TO < $300,000. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | No | Yes | 12/01/21 | 11/30/27 | Active |
| TIER 3: $300,000 TO < $1,500,000 OR Academic Health System. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | No | Yes | 12/01/21 | 11/30/27 | Active |
| TIER 4: $1,500,000 TO < $3,000,000. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | No | Yes | 12/01/21 | 11/30/27 | Active |
| TIER 5: >= $3,000,000. Total Product Purchases ($ Per Calendar Year). | N/A | No | No | No | Yes | 12/01/21 | 11/30/27 | Active |
| VBC Program TIER: Value Based Contract (VBC) Program: In Addition To The Pricing Tiers, This Agreement Includes A Voluntary Option For Participating Members To Participate In Seller's Value Based Contract Program As Set Forth In Exhibit J. In Order For Participating Member To Be Verified By Premier As Eligible For The Value Based Contract Program AND Approved By Seller To Participate In The Value Based Contract Program: (I) Seller AND Participating Member Are Responsible For Completing AND Signing An Execution Version Of The Value Based Contract Program Exhibit J; AND (Ii) Participating Member Is To Designate Its Participation In The Value Based Contract Program By Selecting The VBC Program Tier. | N/A | No | No | No | No | 12/01/21 | 11/30/27 | Active |

# Contract Detail

## Information Sheet:

**Acquisition Method**

ACQUISITION METHODS:

Purchase

**Agreement Period**

72 Months

**Alternate Sites**

ALTERNATE SITE AVAILABILITY:

The Parties hereto also acknowledge that Participating Members may include entities/facilities which are accessing the benefits of this Agreement through participation in the group purchasing programs operated by a Premier affiliate rather than Premier itself. Such entities/facilities shall nonetheless be deemed Participating Members under this Agreement.

Alternate site use is available

**Attachments**

Group Purchasing Agreement;Participating Member Designation Form (PMDF);Product and Pricing Terms;Product Change Look Up Form;Returned Goods Policy;Products and Pricing;Ordering Instructions

**Commitment**

COMMITMENT:

This agreement contains tiered pricing under which members have the ability to access more favorable pricing for higher commitment levels. To the extent supplier does not have sufficient information to determine which tier applies to a particular Premier member, it may ask the member to complete a Member Designation Form or electronic activation to indicate the member's applicable tier and whether the member wishes to aggregate purchasing activity within its multi-facility system and/or among other affiliated facilities to the extent the member can influence the purchasing decisions of such facilities.

Document(s) required to access base pricing: None
Document(s) required to access pricing for Tier 2 or higher: Yes
Document(s) required by supplier for Premier's distribution to Member: No

**Commitment Required for Access to Base Price**

No. Required for tiers 2 and higher

**Confidentiality**

HIPAA Compliance. Seller represents and warrants that to the extent applicable it shall, with respect to its obligations under this Agreement and interactions with Participating Members, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS") as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E (the "Privacy Rule"), the security standards adopted by HHS as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (the "Security Rule"), and the Privacy provisions (Subtitle D) of the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII of Pub. L. 111-5, and its implementing regulations (the "HITECH Act"). Seller further represents and warrants that in the event Seller is providing a service or function for or on behalf of a Participating Member that requires the use and disclosure of "protected health information" (as defined by HIPAA), it shall obtain such access in compliance with HIPAA.

Without limiting the foregoing, if Seller serves in the capacity of a "business associate" (as defined by HIPAA) in its interactions with a Participating Member, Seller shall comply with the terms and conditions set forth in the sample business associate agreement located at the website of the Department of Health and Human Services Office for Civil Rights ("OCR"), unless the applicable Participating Member and Seller enter into a business associate agreement on mutually acceptable terms. In the event Seller is acting as a "health care provider" (as defined by HIPAA), and needs access to protected health information in providing the Product to a Participating Member, Seller will abide by the applicable policies established by such Participating Member when accessing, using and disclosing protected health information.

Seller and Premier agree and acknowledge that by entering into this Agreement they have not established, and do not intend to establish, a "business associate" relationship, as such term is defined under HIPAA. Under no circumstances will either Party request from the other Party, nor will either Party provide to the other Party, any protected health information.

**Contract Title**

Reusable Textiles and Textile Services

**Distribution**

DISTRIBUTION:

Reusable Textiles and Textile Services - Products on this contract can be purchased only direct from the supplier

**Distributor**

DISTRIBUTOR

Seller does agree to take no action or make any change that would materially change the ultimate delivered price paid by the Participating Member, with respect to Authorized Distributors.

**Early Payment Discount**

EARLY PAYMENT:

Yes this contract allows for an early payment discount

The discount is 2% / Net 10.

**Freight Management Program**

FREIGHT MANAGEMENT PROGRAM:

The Participating Member in its sole discretion establishes a freight management program, including without limitation a program whereby the Participating Member uses a third party for inbound freight management or services (a"Member Freight Program"), Seller shall accommodate such Member Freight Program at no additional cost to the Participating Member.

Section 6.3 Shipping Terms - Member Freight Program has been altered: Member Freight Program has not been modified or altered.

**GLN Reporting Sales/Admin**

REPORTING GLN - SALES/ ADMIN:

Yes

Seller shall provide Premier with monthly reports of all Products purchased by and delivered to each Participating Member. This includes Products purchased pursuant to any Member Agreement (as defined in Section 10.1), and Premier Administrative Fees generated by each Participating Member. Participating Members will be identified by Global Location Number

# Contract Detail

## Information Sheet:

| | |
|---|---|
| | ("GLN"). The GPO ID number, as noted in the Membership Roster, DEA number or HIN number may also be provided. Seller shall provide such reports to Premier no later than thirty (30) days after the last day of the applicable calendar month. All data reports submitted to Premier under this Agreement shall include the Global Trade Item Number ("GTIN") to identify Products. All reporting requirements are described in the section titled 867 (Sales File / Administrative Fee Requirements) of the PERF Guide. |
| **Grandfathering** | GRANDFATHERING:<br><br>Grandfathering language is provided in this agreement? Section 7.1.1 |
| **Guarantee of Delivery** | GUARANTEED DELIVERY TIME:<br><br>5 Days |
| **Guaranteed Savings** | GUARANTEED SAVINGS:<br><br>No language exists |
| **Large Order Threshold** | LARGE ORDER:<br><br>N/A |
| **Minimum Order Requirements** | MINIMUM ORDER:<br><br>Yes, Purchase Orders shall be for no less than case pack. |
| **Ordering Instructions** | Standard Textile Co., Inc.: 1 Knollcrest Drive, Cincinnati, OH 45237: website www.standardtextile.com: phone 800.999.0400: fax 800.436.7821 |
| **Payment Terms** | Direct: Member full payment is due in 30 days.<br><br>Distributor: Contract allows the Participating Member to negotiate the payment terms for the products purchased from and shipped by an authorized distributor. |
| **Price Protection** | PRICE PROTECTION:<br><br>Price Protection has been agreed to for Agreement Term.<br><br>Product pricing is set forth on Exhibit A-3 attached hereto. Throughout the Term of this Agreement, Seller shall not increase any of the prices set forth in Exhibit A-3. unless economic conditions warrant a price adjustment due to increases or decreases in raw material or supply costs, in which case Seller or Premier may propose a price adjustment and the Parties shall meet and discuss within fifteen (15) days of the other Party's proposal. If Seller requests a price increase, Seller will provide proof that raw material costs increased and the requested price increase to any Product(s) will be based on the percentage content of raw material in Seller's Product. If the Parties are unable to agree on an appropriate price adjustment within this fifteen (15) day period, either Party may terminate this Agreement without cause or penalty by providing the other Party with one-hundred and twenty (120) days written notice of termination. |
| **Pricing** | PRICING:<br><br>Pricing is offered Net Member |
| **Product Acceptance / Rejection** | PRODUCT ACCEPTANCE / REJECTION:<br><br>Participating Members shall have ten (10) business days from the date of delivery to inspect the Product(s) and to accept or reject such Product(s). "Acceptance" of Products by Participating Members shall occur when Seller and the applicable Participating Member in good faith mutually agree in writing that the Product(s), (a) conform(s) to the product specifications published by Seller or manufacturer (if Seller is not the manufacturer) at the time of order placement or as mutually agreed by Participating Member and Seller ("Specifications") and is completely ready to perform all procedures for which it is designed and marketed by Seller and, (b) is/are completely ready for clinical use. In the event a Participating Member, after such inspection, rejects the Product(s), the Participating Member shall have the right to return the rejected Product(s) for, at the Participating Member's option, full credit of purchase price or, if applicable, replacement of the rejected Product(s).<br><br>Section 6.3 Shipping Terms / Section 6.8 Product Acceptance has been altered: Product Acceptance has not been modified or altered |
| **Refurbished Equipment** | REFURBISHED EQUIPMENT:<br><br>N/A |
| **Replacement Parts - Capital** | CAPITAL - REPLACEMENT PARTS:<br><br>Capital - Replacement Parts Language: None<br><br>Section 8.5 Replacement Parts has been altered: N/A |
| **Returned Goods Policy** | RETURNED GOODS POLICY:<br><br>A Returned Goods Policy is associated with this agreement? Yes<br><br>The Returned Goods Policy is located in Exhibit G and the restocking fee is 10%. |
| **Service Options** | SERVICE OPTIONS:<br><br>N/A |
| **Shipping Terms** | Direct: 1. TITLE TRANSFER occurs at destination.<br>2. The supplier carries the RISK of LOSS during transit of the goods.<br>3. FREIGHT PAYMENT is the responsibility of the Supplier. |

# Contract Detail

## Information Sheet:

| | |
|---|---|
| | Distributor: Contract allows the Participating Member to negotiate the shipping terms for the products purchased from and shipped by an authorized distributor. |
| **Termination Existing Contract** | TERMINATION OF EXISTING CONTRACTS:<br><br>Any Participating Member desiring to avail itself of the benefits of this Agreement may, at its option and without liability, terminate any existing contract(s) or other arrangement(s) with Seller for the purpose of participating in the group purchasing arrangement set forth in this Agreement. Notwithstanding a Participating Member's election under this Section 5.0, Seller's obligation to pay Premier Administrative Fees on a Participating Member's purchases pursuant to a Member Agreement as set forth in Section 10.1 shall apply.<br><br>In the event Premier notifies Seller that a Participating Member is in the process of converting from another Group Purchasing Organization ("GPO") to Premier's Group Purchasing program, if such Participating Member's current net delivered pricing under its former GPO arrangement is more favorable than the net delivered pricing for which such Participating Member would be eligible under this Agreement, Seller agrees to honor such Participating Member's current pricing. Seller shall notify all Authorized Distributors of such extended pricing terms. Seller agrees to use commercially reasonable efforts to continue such Participating Member's pricing pursuant to an agreement between Seller and Participating Member that incorporates this Agreement.<br><br>Section 5.0 Termination of Existing Contracts has been altered: The standard template language is in the agreement |
| **Tier Complexity** | Preferred Tier Level 1 (Requires one variable to be analyzed) |
| **Trade In Allowances** | TRADE-IN ALLOWANCE:<br><br>N/A |
| **Training** | TRAINING:<br><br>This contract allows for user training as it relates to the Products at no additional cost to the Participating Member? Yes<br><br>Included in the price of the Product(s), Seller will provide to each Participating Member in-service and clinical training related to the Products as required or requested by each Participating Member. |
| **Value Adds** | VALUE ADD:<br><br>Other<br><br>Risk-free trial to evaluate DermaTherapy silk like therapeutic bedding |
| **Warranties** | Seller hereby warrants that all Products supplied hereunder shall be free and clear of all liens and encumbrances, that Seller has good and merchantable title, and that each of the Products shall be free from defects in design, material, workmanship and labeling and shall conform to the published specifications for such Product and Seller's representations regarding the functions and uses for which the Product is marketed. All costs of transportation and insurance related to any warranty return of the Product(s) by the Participating Member shall be paid by Seller. All of the warranties referenced or set forth in this Section 12.2 shall be in addition to all other warranties which may be prescribed by law. Attached hereto as Exhibit G is a detailed description of additional warranties applicable to the Products. Seller further represents and warrants that: (a) the Products; (b) the packaging, instructions and other materials supplied therewith; and (c) their contemplated uses do not and will not directly infringe, or contribute to the infringement of, any intellectual property right, including, but not limited to, any patent, copyright, trademark or trade secret right.<br><br>In the event any document prepared by Seller ("Seller's Documents") contains a limitation of liability, such limitation of liability shall not apply to Seller's indemnification obligations under Section 12.1 of this Agreement. Seller agrees that in the event any Seller Documents contain a limitation on the amount of damages that may be paid to a customer, including Participating Member, such limitation will not apply with respect to Products. In addition, should the Seller Documents contain any specific warranty period ("Warranty Period"), such Warranty Period shall commence upon Acceptance (as defined in Section 6.3).<br><br>To the extent that the products and services covered by this Agreement contain no operating software, programmable hardware, or resident executable code, and do not involve the use of software (whether local or via the Internet), the following sections 12.2.1-12.2.5 do not apply. |

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/9

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE PUBLIC SAFETY ANSWERING POINT OPERATIONS GRANT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY**

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

**WHEREAS,** Rensselaer County Bureau of Public Safety is in receipt of a grant award from the New York State Division of Homeland Security and Emergency Services for the FY 2025 & 2026 Public Safety Answering Point Operations Grant Program (PSAP2025-26) Contract C197245 in the amount of $345,450.00 for the period of January 1, 2026 through December 31, 2028; and

**WHEREAS,** The grant will provide funding to the Bureau of Public Safety Emergency Communications Center 911 Center; now, therefore, be it

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

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

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

**2026 GENERAL FUND REVENUE**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| A.3640.33972.PSAPG<br>Other Public Safety Grants | $0.00 | $345,450.00 | $345,450.00 |

## 2026 GENERAL FUND APPROPRIATIONS

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| A.3640.02400.PSAPG Equipment | $0.00 | $120,450.00 | $120,450.00 |
| A.3640.04420.PSAPG Maintenance | $0.00 | $185,000.00 | $185,000.00 |
| A.3640.04560.PSAPG Training | $0.00 | $40,000.00 | $40,000.00 |
| **TOTAL APPROPRIATIONS:** | **$0.00** | **$345,450.00** | **$345,450.00** |

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

_____
**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

_____
**County Executive**

# LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE

Requested by: Bureau of Public Safety

Sponsor(s):_____

## FISCAL IMPACT

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

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

   a) For federal funding: amount $ 0 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes 0 or No 0

   b) For state funding: amount $ 0 and length of time state funding is available 0 _____. Is it available for ongoing expenses? Yes 0 or No 0

   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
   Principal $ 0
   Total projected interest costs $ 0

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

   e) Other (please explain) $ 0

3) Is this expense or program mandated? Yes 0 No 0

4) Length of expense or project (one time only, ongoing, etc.): 0

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

Department Head

E. Heffern - BPS

NEW YORK STATE | Homeland Security and Emergency Services

**KATHY HOCHUL**
Governor

**TERENCE O'LEARY**
Commissioner

July 7, 2026

The Honorable Steven F. McLaughlin
Rensselaer County Executive
Ned Pattison Government Center
1600 Seventh Avenue
Troy, NY 12180

Dear Mr. McLaughlin:

I am pleased to announce that Rensselaer County has been awarded $345,450 under the Combined SFY2025 & SFY2026 Public Safety Answering Point (PSAP) Operations Grant Program. This program, administered by DHSES, provides State support through grant funding for localities to enhance public safety call-taking and dispatching capabilities. This is critical in emergency situations and ensuring that public safety personnel are prepared as they respond to calls for service.

The performance period for the Combined SFY2025 & SFY2026 PSAP Operations Grant Program will be 36 months (January 1, 2026 – December 31, 2028). Please note that expenditures submitted for reimbursement must be incurred during the period of performance. Our Grants Program Administration staff will work with your designated PSAP point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division remains committed to supporting first responders, including through the enhancement of your PSAPs. Please feel free to contact me if you have any questions, at 518-242-5000, or DHSES' Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your partnership in this public safety endeavor.

Sincerely,

Terence O' Leary
Commissioner

Project ID#: PS25-1031-E00

**CONTRACT PROCESSING ROUTING FORM**

8/20/2026

DHSES Number: WM25197245 Contract #: C197245 Award Amount: $345,450.00 Match Amount: 0.00

County: Rensselaer

Grantee: Rensselaer County Project Coordinator: Mike Tomaso

Implementing Agency: Rensselaer County Bureau of Public Safety Project Title: FY2025-26 Public Safety Answering Point Grant Program

Other:

| | DATE | INITIALS | ENTERED IN E-GRANTS |
|---|---|---|---|
| Initial Award Entry | | | |
| Award Notification | 7/7/2026 | | |
| Application Received Date | 5/26/2026 | | |
| External Approval (Advisory Board) | | | |
| Contract Info Recvd | 8/4/2026 | | |
| Level 1 Review (Program Rep) | 8/4/2026 | | |
| Level 2 Review (Supervisor) | 8/4/2026 | | |
| Level 3 Review (Manager) | 8/19/2026 | | |
| Sent For Grantee Sign | 8/19/2026 | | |
| Received From Grantee | 8/20/2026 | | |
| Level 4 Approved (Program Manager) | | | |
| Level 5 Approved (Director) | 8/20/2026 | | |
| Sent to Finance | 8/20/2026 | | |
| Received in Finance (Finance's Date) | 8/20/2026 | CHF | |
| Finance Rejected (Finance's Date) | | | |
| Reject Received From Finance | | | |
| Resubmitted to Finance | | | |
| Reiected Received Back in Finance (Finance's Date) | | | |
| Sent to AG | 8/21/2026 | CHF | |
| AG approved | 8/26/2026 | CHF | |
| Sent to OSC | 9/14/2026 | RJO | |
| OSC Approved - Executed Date | 9/18/2026 | RJO | |
| Received from OSC (Finance's Date) | 9/18/2026 | RJO | |
| Returned to Contracts Unit (Finance's Date) | 9/18/2026 | RJO | |
| Received From Finance | | | |
| Executed Sent to Grantee | | | |

**DHSES CONTRACT SUMMARY FACT SHEET**

Funding Year: 2026 Contract Period: 01/01/2026 - 12/31/2028

DHSES Cost Center: PS2026 Grantee is Not-for-Profit?: N

CFDA #: Advance Amount Requested: $0.00

OSC Procurement Code: Waiver:

**COMMENTS:**

**From:** Levine, Amanda
**To:** Fischer, Christopher (DHSES); Contract Approval
**Cc:** O"Connor, Robert (DHSES)
**Subject:** Approved - RE: DHSES C197245 FY25 PSAP Rensselaer County Contract
**Date:** Wednesday, August 26, 2026 1:25:08 PM

**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: 08/26/2026 by Amanda Levine
Received: 08/21/2026

OAG: CAS please file and enter. "G" Amount: 345,450

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.

**Amanda Levine**
Senior Attorney
Contract Approval Unit
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION
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**From:** Fischer, Christopher (DHSES) <Christopher.Fischer@dhses.ny.gov>
**Sent:** Friday, August 21, 2026 9:56 AM
**To:** Contract Approval <contractapproval@ag.ny.gov>
**Cc:** O'Connor, Robert (DHSES) <Robert.OConnor@dhses.ny.gov>
**Subject:** DHSES C197245 FY25 PSAP Rensselaer County Contract

**[EXTERNAL]**

Sincerely,

**Chris Fischer**
Associate Accountant

**NYS Division of Homeland Security & Emergency Services**
State Office Campus-1220 Washington Ave-Bldg. 7A-Floor 6  Albany, NY 12226
(518) 474-4510 | Christopher.Fischer@dhses.ny.gov
www.dhses.ny.gov

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| | |
|---|---|
| **STATE AGENCY**<br>New York State Division of Homeland Security and Emergency Services<br>1220 Washington Avenue<br>Building 7A Suite 710<br>Albany, NY 12242 | **NYS COMPTROLLER'S NUMBER:** C197245<br>(Contract Number)<br><br>**ORIGINATING AGENCY CODE:** 01077 |
| **GRANTEE/CONTRACTOR:**(Name & Address)<br>Rensselaer County<br>1600 7th Avenue<br>Troy NY 12180 | **TYPE OF PROGRAMS:** PS2026<br>**CFDA NUMBER:**<br>**DHSES NUMBERS:** WM25197245 |
| **FEDERAL TAX IDENTIFICATION NO:** 14-6002569<br>**MUNICIPALITY NO:** (if applicable) 380100000 000<br>**SFS VENDER NO:** 1000002434<br>**DUN & BRADSTREET NO:** KN8QNKNL4NM9 | **INITIAL CONTRACT PERIOD:**<br>FROM 01/01/2026 TO 12/31/2028<br>**FUNDING AMOUNT FOR INITIAL PERIOD:** $345,450.00 |
| **STATUS:**<br>Contractor is not a sectarian entry.<br>Contractor is not a not-for-profit organization. | **MULTI-YEAR TERM:** (if applicable) |
| **CHARITIES REGISTRATION NUMBER:**<br>n/a<br>(Enter number or Exempt)<br>if Exempt is entered above, reason for exemption.<br><br>Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. | **APPENDIX ATTACHED AND PART OF THIS AGREEMENT**<br>x APPENDIX A Standard Clauses required by the Attorney General for all State contracts<br>x APPENDIX A1 Agency-specific Clauses<br>x APPENDIX B Budget<br>x APPENDIX C Payment and Reporting Schedule<br>x APPENDIX D Program Workplan and Special Conditions<br>__ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)<br>__ DHSES-55 Budget Amendment/Grant Extension Request<br>__ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion<br>_____.<br>_____. |

**IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.**

NYS Division of Homeland Security and Emergency Services

BY: Eric Abramson , Director of Grants Program Administration Date: 08/20/2026

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

GRANTEE:

BY: Steven McLaughlin County Executive Date: 08/20/2026

| | |
|---|---|
| **ATTORNEY GENERAL'S SIGNATURE**<br>_____.<br>Title: _____.<br>Date: _____. | **COMPTROLLER'S SIGNATURE**<br>_____.<br>Title: APPROVED .<br>Date: DEPT. OF AUDIT & CONTROL .<br>Sep 18 2026<br>Jennifer Lauer<br>FOR THE STATE COMPTROLLER |

**Project #:** PS25-1031-E00 Public Safety Answering Points Grant **Project Status:** Executed

**Participant:** Rensselaer County



Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

## Budget Summary

| Participant | Grant Funds | | Matching Funds | | Total |
|---|---|---|---|---|---|
| Rensselaer County | | $0.00 | | $0.00 | $0.00 |
| Rensselaer County Bureau of Public Safety | | $345,450.00 | | $0.00 | $345,450.00 |
| Total | 100.00% | $345,450.00 | 0.00% | $0.00 | $345,450.00 |

Advance Request Amount (If not requesting an advance, please skip) $ 0.00

## Advance Request Justification (200 character limit)

## Budget Summary by Participant
## Rensselaer County

### Rensselaer County Bureau of Public Safety

Version 1 - Edit (Click here to add more lines to budget categories)

| # | Equipment | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds | Deficient |
|---|---|---|---|---|---|---|---|
| 1 | PSAP Equipment Upgrades (backup battery system and... | 1 | $45,000.00 | $45,000.00 | $45,000.00 | $0.00 | no |
| 2 | Upfitting of Mobile Communications Vehicle | 1 | $60,450.00 | $60,450.00 | $60,450.00 | $0.00 | no |
| 3 | Dispatch Workstation Equipment (monitors, computer... | 1 | $15,000.00 | $15,000.00 | $15,000.00 | $0.00 | no |
| Total | | | | $120,450.00 | $120,450.00 | $0.00 | |

| # | All Other Expenses | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds | Deficient |
|---|---|---|---|---|---|---|---|
| 1 | Registration Costs for 911 In-Service Training | 1 | $40,000.00 | $40,000.00 | $40,000.00 | $0.00 | no |
| 2 | PSAP Operating Expenses (network connectivity, pho... | 1 | $150,000.00 | $150,000.00 | $150,000.00 | $0.00 | no |
| 3 | Computer-Aided Dispatch (CAD) Software and Mainten... | 1 | $35,000.00 | $35,000.00 | $35,000.00 | $0.00 | no |
| Total | | | | $225,000.00 | $225,000.00 | $0.00 | |

| Version 1 Total | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $345,450.00 | $345,450.00 | $0.00 |

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** November 10, 2026

**Resolution No. G/10**

**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR**

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

**WHEREAS,** Resolutions G/2/25 and G/134/26 authorized agreements with Health Advocates Network for clinical nurse staffing services to aid residents of Van Rensselaer Manor for the of period January 1, 2025 – December 31, 2026 for an amount not to exceed $2,100,000.00; and

**WHEREAS,** Van Rensselaer Manor seeks to amend the existing agreement with Health Advocates by increasing the not to exceed amount from $2,100,000.00 to $2,500,000; and

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

| DESCRIPTION | VENDOR | APPROPRIATION CODE | CURRENT AMOUNT | REVISED AMOUNT |
|---|---|---|---|---|
| Agency Nurse Staffing 1/1/2025-12/31/2026 | Health Advocate Network 1875 NW Corporate Blvd. Suite 120 Boca Raton, FL 33431 | EH.06020.35 | $2,100,000 | $2,500,000 |

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

**County Executive**

## LEGISLATIVE FISCAL IMPACT STATEMENT

**TYPE OF LEGISLATION:** Local Law: ☐ G Resolution: ☑ P Resolution: ☐

**TITLE:**

**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWROK FOR CLINICAL NURSE STAFF**

**REQUESTED BY:** VAN RENSSELAER MANOR

**SPONSOR(S):** _____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ $400,000
2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
   a) For Federal Funding: Amount $ _____ and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   b) For State Funding: Amount $ _____ and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
      Principal: $ _____ Projected Interest: $ _____
   d) Tax Levy impact for current Year $ _____ and ongoing $ _____
   e) Other (please explain): 2026 Adopted Budget
3) Is this expense program mandated? YES: ☐ NO ☑
4) Length of expense or project (one time only, ongoing, etc.): 01/01/2024 - 12/31/2026
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding using 2026 Adopted Budget.

**Signature (Department Head):** _____

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Loveridge, Grant, Weaver

**Sent To:** Social Services **Committee** **Date** April 14, 2026

**Resolution No.** G/134/26

**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH HEALTH ADVOCATES NETWORK FOR CLINICAL NURSE STAFF - VAN RENSSELAER MANOR**

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

**WHEREAS**, The Van Rensselaer Manor is required to provide personal care and clinical staff to aid residents; and

**WHEREAS**, In order to safely comply with this requirement, a staffing agency is utilized to aid in providing clinical nursing staff for personal care to residents at Van Rensselaer Manor; and

**WHEREAS**, Resolution G/2/25 authorized a contract with Health Advocates Network and Resolution G/382/25 increased the not to exceed amount for period January 1, 2025 - December 31, 2025; and

**WHEREAS**, Van Rensselaer Manor is requesting to increase the not to exceed amount from $1,100,000 to $2,100,000 and extend the contract thru December 31, 2026; and

**WHEREAS**, The agreement is being made in accordance with the Policies and Procedures set forth in the Rensselaer County Purchasing Guidelines; and

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

| DESCRIPTION | VENDOR | APPROPRIATION CODE | CURRENT AMOUNT | REVISED AMOUNT |
|---|---|---|---|---|
| Agency Nurse Staffing January 1, 2025 - December 31, 2026 | Health Advocate Network 1875 NW Corporate Blvd. Suite 120 Boca Raton, FL 33431 | EH.06020.35 | $1,100,000.00 | $2,100,000.00 |

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:** 17
**Nays:** 0
**Abstain:** 0
**April 14, 2026**

**Clerk of the Legislature**

**Sent to County Executive** 4/15/26

**Received from County Executive** 4/16/26

Jessica L. Chase
**Clerk of the Legislature**

**Executive Action**

**Approved** ✓ **Date** 4/15/26

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

**County Executive**

**THIRD AMENDMENT TO**
**TEMPORARY EMPLOYEE STAFFING AGREEMENT**
**BETWEEN RENSSELAER COUNTY AND**
**HEALTH ADVOCATES NETWORK, INC.**

This Third Amendment takes effect as of **January 1, 2026** and is made between Rensselaer County on behalf of the Van Rensselaer Manor, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "Client" and Health Advocates Network, Inc., with an address of 1875 NW Corporate Blvd., Suite 120, Boca Raton, Florida 33431 hereinafter referred to as the "HAN."

**WHEREAS**, Client and HAN entered into a Temporary Employee Staffing Agreement ("Agreement") effective January 1, 2025 hereinafter referred to as the "Agreement"; an Amendment effective January 1, 2025, and a Second Amendment effective January 1, 2026 hereinafter referred to as “Amendments: and

**WHEREAS,** Client and HAN wish to amend the Agreement and Amendments in certain respects as set forth in this Amendment; and

**NOW THEREFORE**, Client and HAN agree as follows:

1. **EXHIBIT A** shall be revised as follows:

   A. **Contract Ceiling Amount** -- **Bill Rates**
   rate table and contract ceiling information in its entirety, and

   Delete Contract Ceiling and Replace with New Contract Ceiling:

   **“In consideration of the above services, CLIENT agrees to pay HAN a sum not to exceed Two Million and One Hundred Thousand 00/100 Dollars ($2,500,000.00) for the term of this Agreement”**

2. Except as expressly amended in this Amendment, the Agreement, Amendment and Amendment two remain in full force and effect.

**IN WITNESS WHEREOF**, this Amendment has been executed by the duly authorized officers of the respective Parties on the dates set forth below.

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/11

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE STATEWIDE INTEROPERABLE COMMUNICATIONS GRANT PROGRAM AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - BUREAU OF PUBLIC SAFETY**

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

**WHEREAS,** Rensselaer County Bureau of Public Safety is in receipt of a grant award from the New York State Division of Homeland Security and Emergency Services for the SFY 2025-26 Statewide Interoperable Communications Grant Program (SICG25), Contract C197103 in the amount of $1,282,720.00 for the period of January 1, 2026 through December 31, 2030; and

**WHEREAS,** The grant will support the continued operation, resiliency and enhancement of the County public safety communications system through interoperability planning, subscriber equipment, tower-site rental, fiber and microwave connectivity, land mobile radio system expenses and infrastructure and network maintenance; 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 agreement, together with any and all documents for such grant award, including any and all no cost extensions of such grant award subject to the approval as to form by the Rensselaer County Attorney; and, be it further

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

**2026 GENERAL FUND REVENUE**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| A.3640.33972.SICGP<br>Other Public Safety Grants | $0 | $1,282,720 | $1,282,720 |

## 2026 GENERAL FUND APPROPRIATIONS

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| A.3640.02400.SICGP Other Equipment | $0 | $222,720 | $222,720 |
| A.3640.04420.SICGP Maintenance | $0 | $935,000 | $935,000 |
| A.3640.04900.SICGP Professional Services | $0 | $25,000 | $25,000 |
| A.3640.04450.SICGP Rental Equipment / Maintenance | $0 | $100,000 | $100,000 |
| **TOTAL APPROPRIATIONS: $0** | | **$1,282,720** | **$1,282,720** |

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

**County Executive**

# LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES AND AMENDING THE

Requested by: Bureau of Public Safety

Sponsor(s):_____

## FISCAL IMPACT

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

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

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

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

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

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

   e) Other (please explain) $_____

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

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: Acceptance of State Grant and amend 2026 county budget only no tax impact to county.

Department Head

Digitally signed by Edward J. Heffern
Date: 2025.04.21 15:18:19 -04'00'

NEW YORK STATE | Homeland Security and Emergency Services

**KATHY HOCHUL**
Governor

**TERENCE O'LEARY**
Commissioner

July 7, 2026

The Honorable Steven F. McLaughlin
Rensselaer County Executive
Ned Pattison Government Center
1600 Seventh Avenue
Troy, NY 12180

Dear Mr. McLaughlin:

I am pleased to announce that Rensselaer County has been awarded $1,282,720 under the New York State Combined SFY2025 & SFY2026 Statewide Interoperable Communications Grant Program (SICG-Formula Grant Program). This program, administered by DHSES, provides State support through grant funding for localities to sustain and improve Land Mobile Radio (LMR) Systems; maintaining components that support interoperability; training and exercises that include communications as a focus; and sustaining and developing governance structures to improve interoperable communications. The SICG-Formula Grant Program will concentrate on improving interoperability and operability of communications systems in New York State. This is critical in emergency situations and ensuring that public safety personnel are prepared as they respond to calls for service.

The performance period for the Combined SFY2025 & SFY2026 SICG-Formula Grant Program will be 60 months (January 1, 2026 – December 31, 2030). Please note that expenditures submitted for reimbursement must be incurred during the period of performance. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Kathy Hochul, the Division remains committed to supporting first responders, including through the enhancement of your communications systems. Please feel free to contact me if you have any questions, at 518-242-5000, or DHSES' Office of Interoperable and Emergency Communications (OIEC) Director, Mark Balistreri, at 518-322-4939.

Thank you for your partnership in this public safety endeavor.

Sincerely,

Terence O' Leary
Commissioner

Project

Home
Open
Locked

Copy

Go to
Attachment
Progress
Site Review
Financial
Property

Reports
Application
Deficiency
Draft Contract
Final Contract

Help
Logout

Login ID:
eheffern

4.3.7

**Project #:** SI25-1023-E00 Statewide Interoperable Communications Grant **Project Status:** Executed

**Participant:** Rensselaer County

| General | Participants | Work Plan | Budget | Funding Allocation | Questions | Conditions | Acceptance |
|---|---|---|---|---|---|---|---|

**Complete screen information and save. Add a National Priority and Program Purpose Area (if applicable). Once finished, proceed to Participants tab. For contract certifications, appendices and supporting documentation, please visit the DHSES website for available downloads. When you have completed your application, click the SUBMIT link in the left margin. Remember, you will no longer be able to edit your application once it has been submitted.**

**Project Title ***
**(60 Character Limit)** SFY2025/26 State Interoperable Communications Grant Program

**Project Start Date** 01/01/2026 **(If known or applicable)**

**Project End Date** 12/31/2030 **(If known or applicable)**

**Project Period** **Years 5 Months 0**

**Submission Date** 06/05/2026

**Grant Funds** $1,282,720.00 100.00%

**Matching Funds** $0.00 0.00%

**Total Funds** $1,282,720.00

**County *** Rensselaer

**Summary Description of Project * (Please limit to one or two paragraphs)**

This project will support the continued operation, resiliency, and enhancement of the Rensselaer County public safety communications system by funding critical land mobile radio (LMR) infrastructure, interoperability planning, network connectivity, maintenance, and subscriber equipment. Proposed activities include the development and implementation of regional interoperability and communications system plans through specialized consulting services; continued operation of radio tower sites and associated rental costs; preventative and corrective maintenance of radio infrastructure, tower facilities, and network

Cancel Check Spelling

*** - Mandatory Field**

## Federal Program Purpose Area

| Description | Remove |
|---|---|

**Project #:** SI25-1023-E00 Statewide Interoperable Communications Grant **Project Status:** Executed

**Participant:** Rensselaer County



Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

## Budget Summary

| Participant | Grant Funds | | Matching Funds | | Total |
|---|---|---|---|---|---|
| Rensselaer County | | $0.00 | | $0.00 | $0.00 |
| Rensselaer County Bureau of Public Safety | | $1,282,720.00 | | $0.00 | $1,282,720.00 |
| Total | 100.00% | $1,282,720.00 | 0.00% | $0.00 | $1,282,720.00 |

Advance Request Amount (If not requesting an advance, please skip) $ 0.00

## Advance Request Justification (200 character limit)

## Budget Summary by Participant

## Rensselaer County

## Rensselaer County Bureau of Public Safety

Version 1 - Edit (Click here to add more lines to budget categories)

| # | Consultant Services | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds | Deficient |
|---|---|---|---|---|---|---|---|
| 1 | Consultant Costs for Planning (development, design... | 1 | $25,000.00 | $25,000.00 | $25,000.00 | $0.00 | no |
| | Total | | | $25,000.00 | $25,000.00 | $0.00 | |

| # | Equipment | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds | Deficient |
|---|---|---|---|---|---|---|---|
| 1 | Interoperable Communications Subscriber Equipment ... | 1 | $222,720.00 | $222,720.00 | $222,720.00 | $0.00 | no |
| | Total | | | $222,720.00 | $222,720.00 | $0.00 | |

| # | Rental of Facilities | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds | Deficient |
|---|---|---|---|---|---|---|---|
| 1 | Tower Site Rental Costs | 1 | $100,000.00 | $100,000.00 | $100,000.00 | $0.00 | no |
| | Total | | | $100,000.00 | $100,000.00 | $0.00 | |

| # | All Other Expenses | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds | Deficient |
|---|---|---|---|---|---|---|---|
| 1 | Fiber and Microwave Connectivity Costs | 1 | $85,000.00 | $85,000.00 | $85,000.00 | $0.00 | no |
| 2 | Land Mobile Radio (LMR) System Related Expenses | 1 | $350,000.00 | $350,000.00 | $350,000.00 | $0.00 | no |
| 3 | Land Mobile Radio (LMR) System Maintenance Costs | 1 | $500,000.00 | $500,000.00 | $500,000.00 | $0.00 | no |
| | Total | | | $935,000.00 | $935,000.00 | $0.00 | |

| Version 1 Total | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $1,282,720.00 | $1,282,720.00 | $0.00 |

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** November 10, 2026

**Resolution No.** G/12

**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFFING SERVICES - VAN RENSSELAER MANOR**

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

**WHEREAS,** Resolutions G/452/24, G/381/25, and G/133/26 authorized a contract and contract amendments with Cross Country Staffing, Inc. for clinical nurse staffing services for the period of November 12, 2024 through December 31, 2026; and

**WHEREAS,** Van Rensselaer Manor seeks to amend the existing agreement with Cross Country Staffing, Inc. by increasing the not to exceed amount from $1,600,000 to $2,000,000; and

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

| DESCRIPTION | VENDOR | APPROPRIATION CODE | CURRENT AMOUNT | REVISED AMOUNT |
|---|---|---|---|---|
| Clinical Nurse Staffing 11/12/2024 - 12/31/2026 | Cross Country Staffing, Inc. 6551 Park of Commerce Blvd. Boca Raton, FL 33487 | EH.06020.35 | $1,600,000 | $2,000,000 |

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

_____
**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

_____
**County Executive**

## LEGISLATIVE FISCAL IMPACT STATEMENT

**TYPE OF LEGISLATION:** Local Law: ☐ G Resolution: ☑ P Resolution: ☐

**TITLE:**

**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFF**

**REQUESTED BY:** VAN RENSSELAER MANOR

**SPONSOR(S):** _____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ $400,000
2) Method of Financing – note all that apply (Federal/State Funding, Bonding, Tax Levy, etc.):
   a) For Federal Funding: Amount $ _____ and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   b) For State Funding: Amount $ _____ and length of time Federal Funding is available _____.
      Is it available for ongoing expenses? YES ☐ NO ☐
   c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
      Principal: $ _____ Projected Interest: $ _____
   d) Tax Levy impact for current Year $ _____ and ongoing $ _____
   e) Other (please explain): 2026 Adopted Budget
3) Is this expense program mandated? YES: ☐ NO ☑
4) Length of expense or project (one time only, ongoing, etc.): 11/12/2024 - 12/31/2026
5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Funding using 2026 Adopted Budget.

**Signature (Department Head):** _____

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** April 14, 2026

**Resolution No.** G/133/26

**RESOLUTION AUTHORIZING AN AMENDED AGREEMENT WITH CROSS COUNTRY STAFFING, INC. FOR CLINICAL NURSE STAFF - VAN RENSSELAER MANOR**

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

**WHEREAS**, The Van Rensselaer Manor is required to provide personal care and clinical staff to aid residents; and

**WHEREAS**, In order to safely comply with this requirement, a staffing agency is utilized to aid in providing clinical nursing staff for personal care to residents at Van Rensselaer Manor; and

**WHEREAS**, Resolution G/452/24 authorized a contract with Cross Country Staffing, Inc. and Resolution G/381/25 amended the contract amount for period November 12, 2024 - December 31, 2025; and

**WHEREAS**, Van Rensselaer Manor is requesting to increase the not to exceed amount from $800,000 to $1,600,000 and extend the contract through December 31, 2026; and

**WHEREAS**, The agreement is being made in accordance with the Policies and Procedures set forth in the Rensselaer County Purchasing Guidelines; and

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

| DESCRIPTION | VENDOR | APPROPRIATION CODE | CURRENT AMOUNT | REVISED AMOUNT |
|---|---|---|---|---|
| Clinical Nurse Staffing November 12, 2024 - December 31, 2026 | Cross Country Staffing, Inc. 6551 Park of Commerce Blvd. Boca Raton, FL 33487 | EH.06020.35 | $800,000.00 | $1,600,000.00 |

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:** 17
**Nays:** 0
**Abstain:** 0
**April 14, 2026**

**Clerk of the Legislature**

**Sent to County Executive** 4/15/26

**Received from County Executive** 4/16/26

Jessica L. Chase

**Clerk of the Legislature**

**Executive Action**

**Approved** ✓ **Date** 4/15/26

**Disapproved**

**Veto Message Attached and Returned to Clerk**

**County Executive**

**THIRD AMENDMENT TO**
**STAFFING AGREEMENT**
**BETWEEN RENSSELAER COUNTY AND**
**CROSS COUNTRY HEALTHCARE SERVICES**

This Third Amendment takes effect as of **January 1, 2026** and is made between Rensselaer County, on behalf of the Van Rensselaer Manor, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "Client" and **Cross Country Healthcare Services** located at 6551 Park of Commerce Blvd., Boca Raton, Florida 33487 hereinafter referred to as the "AGENCY."

**WHEREAS**, Client and AGENCY entered into a Staffing Agreement ("Agreement") effective November 12, 2024, hereinafter referred to as the "Agreement", an Amendment effective November 12, 2024 hereinafter referred to as “Amendment,” and a Second Amendment effective January 1, 2026 hereinafter referred to as Second Amendment;

**WHEREAS,** Client and AGENCY wish to amend the Agreement, Amendment, Second Amendment in certain respects as set forth in this Third Amendment; and

**NOW THEREFORE**, Client and AGENCY agree as follows:

1. **EXHIBIT A shall be revised as follows:**
   **Delete:** “a sum not to exceed $1,600,000.00 for the Term of this Agreement” and
   **Replace with:** “a sum not to exceed $2,000,000.00 for the Term of this Agreement”

2. Except as expressly amended in this Third Amendment, the Agreement, Amendment and Second Amendment remain in full force and effect.

**IN WITNES WHEREOF**, this Third Amendment has been executed by the duly authorized officers of the respective Parties on the dates set forth below.

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Herrington, Bayly, Sabo

**Sent To:** Public Works **Committee** **Date** November 10, 2026

**Resolution No.** G/13

**RESOLUTION AUTHORIZING THE PURCHASE OF SNOW & ICE CONTROL AGENTS FROM NEW YORK STATE CONTRACT – HIGHWAY DEPARTMENT**

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

**WHEREAS,** The Highway Department ("Department") is desirous to implement the use of Liquid Magnesium with Organic Based Performance Enhancer ("OBPE") along with rock salt to better treat the County's roadways and reduce salt use during the winter months; and

**WHEREAS,** The Department has at least one (1) plow truck with on board wetting systems and is provided, free of charge, the necessary holding tanks equipped with pumps and sprayers at each garage; and

**WHEREAS,** The Department purchases at least 53,000 gallons on an annual basis; and

**WHEREAS,** The Department seeks to purchase Liquid Magnesium Chloride with OBPE from New York State Contract PC71103, Group 32100 Snow & Ice Control Agents (Statewide) via, Innovative Municipal Agents Products (US), Inc. d/b/a Innovative Surface Solutions, 454 River Road, Glenmont, New York 12077, at a cost not to exceed $86,122.00 for the period commencing October 30, 2026 through September 30, 2028 with the option for one 12month extension; and

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

**WHEREAS,** The Department will utilize funds available within the 2026 Rensselaer County Adopted Budget via appropriation code D.5142.04500 for this purchase; now; therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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: NYS Ice Control Agents

Requested by:_____HIGHWAY_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $__67,500_____ 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 $___67,500_____ 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.):__On going_____

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: To Adopt the State Contract to Purchase Ice Control Agents. Liquid Magnesium Chloride with OBPE. For use on county roadways during the winter months

Department Head:

_____

NEW YORK STATE | Office of General Services
Procurement Services

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

# Contract Award Notification

| | | |
|---|---|---|
| **Title** | : | **Group 32100 Snow & Ice Control Agents (Statewide)**<br>**Classification Code(s): 12** |
| **Award Number** | : | **23451** **(Replaces Award 23357)** |
| **Contract Period** | : | **October 5, 2026 through September 30, 2028** |
| **Bid Opening Date** | : | **August 6, 2026** |
| **Date of Issue** | : | **October 6, 2026** |
| **Specification Reference** | : | **As Incorporated in The Invitation for Bids** |
| **Contractor Information** | : | **Appears on Page 2 of this Award** |

| **Address Inquiries To:** | |
|---|---|
| Name : Jamison Tamer<br>Title : Contract Management Specialist 1<br>Phone : 518-473-2663<br>E-mail : Jamison.Tamer@ogs.ny.gov | **Procurement Services Customer Services**<br><br>Phone: 518-474-6717<br>Email: customer.services@ogs.ny.gov |

## Description

Snow & Ice Control Agents to be provided to various locations throughout the State for all Authorized Users eligible to purchase through this statewide contract includes the following:

- Liquid Calcium Chloride corrosion inhibited
- Liquid Calcium Chloride with Organic Based Performance Enhancer (OBPE)
- Liquid Magnesium Chloride corrosion inhibited
- Liquid Magnesium Chloride with OBPE
- Treated Salt in bulk (Types 1 & 2)
- Calcium Chloride (to be offered in 50 lb. bags of flake or pellet form)
  - Flake Type S Class A
  - Pellet Type S Grade 2 Class B
- Solar Salt for brine making (in bulk or totes)

This Award has 5% MBE, 5% WBE and 0% SDVOB goal requirements.

(continued)

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# SECTION 1 – Contractor Information

### *1.1 Contractor Information*

NOTE: See individual contract items to determine actual awardees.

| Contract # | Contractor Name & Address | Contract Admin | | Fed ID#/ NYS Vendor ID# |
|---|---|---|---|---|
| PC71100 | Aden Mining & Materials Inc.<br>574 State Route 416<br>Montgomery, NY 12549 | Phone #:<br>Contact:<br>Title:<br>E-mail: | 845-428-2436<br>Jolene Roy<br>Executive Assistant<br>jroy@adencompanies.com | 26-3695068<br>1100309251 |

| Contract # | Contractor Name & Address | Contract Admin | | Fed ID#/ NYS Vendor ID# |
|---|---|---|---|---|
| PC71101 | All State Construction Inc<br>dba Gorman Construction<br>1473 Erie Blvd Suite 301<br>Schenectady, NY 12305 | Phone #:<br>Contact:<br>Title:<br>E-mail: | 518-462-5401 x5110<br>Kayla Bessette<br>Contract Admin<br>contractadminNY@asmg.com | 04-2216868<br>1000011021 |

| Contract # | Contractor Name & Address | Contract Admin | | Fed ID#/ NYS Vendor ID# |
|---|---|---|---|---|
| PC71102 | Da-Lee Group Inc DBA<br>Calcium Chloride Sales<br>713 W Main St<br>Grove City, PA 16127 | Phone #:<br>Contact:<br>Title:<br>E-mail: | 905-643-1135<br>Josh Powell<br>Business Analyst<br>Josh@daleegroup.com | 86-3132183<br>1100277490 |

| Contract # | Contractor Name & Address | Contract Admin | | Fed ID#/ NYS Vendor ID# |
|---|---|---|---|---|
| PC71106 | Dynasty Chemical Corp<br>444 North Pearl St<br>Albany, NY 12204 | Phone #:<br>Contact:<br>Title:<br>E-mail: | 518-229-6453<br>Mike Waldman<br>VP Operations<br>mjwaldman@dynastychemical.com | 14-1583464<br>1100005394 |

| Contract # | Contractor Name & Address | Contract Admin | | Fed ID#/ NYS Vendor ID# |
|---|---|---|---|---|
| PC71103 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions<br>454 River Road<br>Glenmont, NY 12077 | Phone #:<br>Contact:<br>Title:<br>E-mail: | 518-729-4319<br>Chad Bauder<br>VP Planning & Dev<br>bids@innovativecompany.com | 51-0375765<br>1000009401 |

(continued)

| Contract # | Contractor Name & Address | Contract Admin | | Fed ID#/ NYS Vendor ID# |
|---|---|---|---|---|
| PC71104 | Morton Salt Inc<br>444 West Lake St,<br>Suite 2900<br>Chicago, IL 60606 | Phone #:<br>Contact:<br>Title:<br>E-mail: | 312-807-2384<br>Na-tia Douglas<br>Senior Bid Analyst<br>ndouglas@mortonsalt.com | 27-3146174<br>1100010394 |

| Contract # | Contractor Name & Address | Contract Admin | | Fed ID#/ NYS Vendor ID# |
|---|---|---|---|---|
| PC71105 | Peckham Materials Corp<br>763 Schoharie Turnpike<br>Athens, NY 12015 | Phone #:<br>Contact:<br>Title:<br>E-mail: | 518-945-1120<br>Jeri Camputaro<br>Inside Sales<br>jcamp@peckham.com | 14-1470013<br>1000006732 |

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

Agencies should notify New York State OGS Procurement Services promptly if the contractor fails to meet delivery or other terms of this contract. Products or services which do not comply with the specifications or are otherwise unsatisfactory to the agency should also be reported to procurement services.

### *1.2 Overview*

This Solicitation is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for Snow and Ice Control Agents as specified herein for all Authorized Users eligible to purchase through this Solicitation.

### *1.3 Scope*

The resultant contract(s) are to provide the following to various locations throughout the State:

- Liquid Calcium Chloride corrosion inhibited
- Liquid Calcium Chloride with Organic Based Performance Enhancer (OBPE)
- Liquid Magnesium Chloride corrosion inhibited
- Liquid Magnesium Chloride with OBPE
- Treated Salt in bulk (Types 1 & 2)
- Calcium Chloride (to be offered in 50 lb. bags of flake or pellet form)
  - Flake Type S Class A
  - Pellet Type S Grade 2 Class B
- Solar Salt for brine making (in bulk or totes)

State and eligible non-state agencies may participate. Refer to Attachment – *Pricing* for a description of the Lots and the OGS Items included in each Lot. OGS Items are bid by individual county or by NYSDOT Region (each Region contains a group of counties) depending on the Lot.

(continued)

| LOT | OGS Item Description | Bid by Region OR Bid by County |
|---|---|---|
| **Lot 1** | Liquid Calcium Chloride corrosion inhibited | Region |
| **Lot 2** | Liquid Calcium Chloride with OBPE | **NO AWARD** |
| **Lot 3** | Liquid Magnesium Chloride corrosion inhibited | Region |
| **Lot 4** | Liquid Magnesium Chloride with OBPE | Region |
| **Lot 5** | Treated Salt Type 1 (in bulk) | County |
| **Lot 6** | Treated Salt Type 2 (in bulk) | County |
| **Lot 7** | Calcium Chloride Flake ASTM Type S Class A | Region |
| **Lot 8** | Calcium Chloride Pellet ASTM Type S Grade 2 Class B | Region |
| **Lot 9** | Solar Salt for brine making (in bulk) | **NO AWARD** |
| **Lot 10** | Solar Salt for brine making (in totes) | **NO AWARD** |

### *1.4 Estimated Quantities*

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately $2,000,000.00 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

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

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

(continued)

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

### *1.5 Small, Minority and Women-Owned Businesses:*

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

### *1.6 Recycled, Remanufactured and Energy Efficient Products*

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

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

### *1.7 Note to Authorized Users*

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

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

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

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

(continued)

## SECTION 2 – Contract Administration

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

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

Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

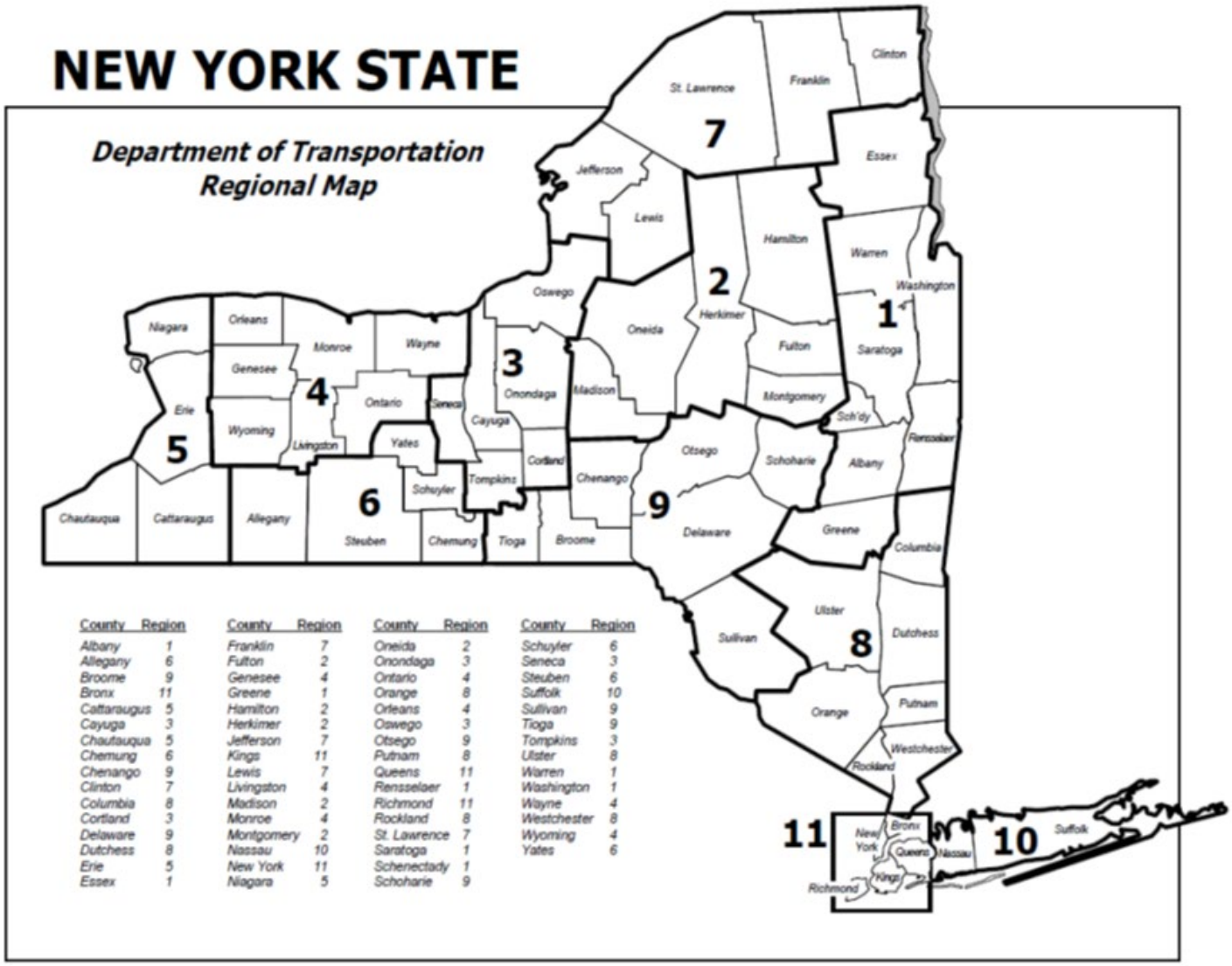
## SECTION 3 - Specifications

See Attachment – Snow & Ice Control Agents Specifications for general and detailed specifications and Lot structuring for the following products included in this Solicitation:

- Liquid Calcium Chloride corrosion inhibited
- Liquid Calcium Chloride with Organic Based Performance Enhancer (OBPE)
- Liquid Magnesium Chloride corrosion inhibited
- Liquid Magnesium Chloride with OBPE
- Treated Salt in bulk (Types 1 & 2)
- Calcium Chloride (to be offered in 50 lb. bags in flake or pellet form) as:
    - Flake Type S Class A
    - Pellet Type S Grade 2 Class B
- Solar Salt for brine making (bulk or 1-ton totes)

(continued)

## SECTION 4 – NYS Region Map




| County | Region | County | Region | County | Region | County | Region |
|---|---|---|---|---|---|---|---|
| Albany | 1 | Franklin | 7 | Oneida | 2 | Schuyler | 6 |
| Allegany | 6 | Fulton | 2 | Onondaga | 3 | Seneca | 3 |
| Broome | 9 | Genesee | 4 | Ontario | 4 | Steuben | 6 |
| Bronx | 11 | Greene | 1 | Orange | 8 | Suffolk | 10 |
| Cattaraugus | 5 | Hamilton | 2 | Orleans | 4 | Sullivan | 9 |
| Cayuga | 3 | Herkimer | 2 | Oswego | 3 | Tioga | 9 |
| Chautauqua | 5 | Jefferson | 7 | Otsego | 9 | Tompkins | 3 |
| Chemung | 6 | Kings | 11 | Putnam | 8 | Ulster | 8 |
| Chenango | 9 | Lewis | 7 | Queens | 11 | Warren | 1 |
| Clinton | 7 | Livingston | 4 | Rensselaer | 1 | Washington | 1 |
| Columbia | 8 | Madison | 2 | Richmond | 11 | Wayne | 4 |
| Cortland | 3 | Monroe | 4 | Rockland | 8 | Westchester | 8 |
| Delaware | 9 | Montgomery | 2 | St. Lawrence | 7 | Wyoming | 4 |
| Dutchess | 8 | Nassau | 10 | Saratoga | 1 | Yates | 6 |
| Erie | 5 | New York | 11 | Schenectady | 1 | | |
| Essex | 1 | Niagara | 5 | Schoharie | 9 | | |

(continued)

# SECTION 5 – Terms & Conditions

### *5.1 Contract Term and Extensions*

Base Term. The Contract shall be in effect for up to two (2) years. The Contract term shall commence after all necessary approvals and shall become effective October 1, 2026, or upon the date of OSC approval of the final executed documents, whichever is later. The contract term shall end September 30, 2028.

Extensions. At the State's option, and subject to the approval of OSC, the Contract may be extended for up to one (1) year, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section may be exercised either separately or in combination with the one (1) year extension period set forth in Appendix B, Contract Term – Extension.

The Contract term provided for in this section shall extend six (6) months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the six (6) month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

### *5.2 Short term Extension*

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

### *5.3 Price*

Pricing will be collected using the Attachment – *Pricing* in accordance with the Instructions tab listed within the Attachment. Prices submitted will be a fixed, base price for the contract term.

(continued)

**Lots 1, 3 & 4**

Price shall include all customs duties and charges, and be **net per gallon**, freight on board (FOB) destination to any point in New York State as designated by the ordering Authorized User within the respective **region**.

**Lots 5 & 6**

Price shall include all customs duties and charges, and be **net per ton**, FOB destination to any point in New York State as designated by the ordering Authorized User within the respective **county**.

**Lots 7 & 8**

Price shall include all customs duties and charges, and be **net per ton**, FOB destination to any point in New York State as designated by the ordering Authorized User within the respective **region** (tailgate delivery).

### *5.4 Fuel Price Adjustment*

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

- Amount of adjustment may be added or deducted from contract pricing based on prices posted in the "U.S. Energy Information Administration Retail On-Highway Diesel Prices" (EIA). The New England PADD 1A shall be the designated posting for the adjustments. If this source becomes unavailable, unworkable, or unsuitable, then another source may be selected by NYS OGS Procurement Services.
- The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the bid opening and adjustments will be permitted monthly. The monthly average will be arrived at by using the Monday prices for a given month as displayed in the EIA and determining an average for that month. The previous month's prices shall be used to determine the monthly average (i.e. – January's prices will be used to determine February's adjustment). All prices will be rounded to two decimal places.
- The fuel price adjustment shall be applied for the date of delivery.
- For Lots 1 - 4, the Fuel Price Adjustment shall equal $0.50 per 1000 gallons for each $0.10 change in fuel price.

  Example Fuel Price Adjustment Increase:
  Published rate on date of bid opening $4.18
  Monthly Average Price $4.28
  $4.28 - $4.18 = $0.10
  A $0.50/1000 gallon price increase would apply,

  Example Fuel Price Adjustment Decrease:
  Published rate on date of bid opening $4.18
  Monthly Average Price $4.08
  $4.08 - $4.18 = -$0.10
  A $0.50/1000 gallon price decrease would apply.

(continued)

- For Lots 5, 6 and 9 the Fuel Price Adjustment shall be $0.10 per ton for each $0.10 change in fuel price.

  Example Fuel Price Adjustment Increase:
  Published rate on date of bid opening $4.18
  Monthly Average Price $4.28
  $4.28 - $4.18 = $0.10
  *A $0.10 per ton price increase would apply.*

  Example Fuel Price Adjustment Decrease:
  Published rate on date of bid opening $4.18
  Monthly Average Price $4.08
  $4.08 - $4.18 = -$0.10

  *A $0.10 per ton price decrease would apply.*

**Additional Notes on Fuel Price Adjustment**

Should postings differ from current description and/or format, a posting determined by the Commissioner of the Office of General Services in his/her sole discretion to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.

The State reserves the right to modify or correct miscalculations or errors in the PPI Price Adjustment as set forth in this Section.

In the event of a contract extension, the fuel price adjustment will be based on the new average for the month in which the product is delivered, applying the same base established for the original contract term.

### *5.5 Best Pricing Offer*

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

### *5.6 Price Structure*

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

(continued)

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

### *5.7 Quick Quote*

Authorized Users may try to obtain lower prices by sending out a quick quote form to all contractors in their county or region for that OGS Item. If bid security is an issue, the Authorized User can require bids to be sealed and opened publicly.

Authorized Users are to accept the lowest bid meeting their form, function and utility requirements, provided however, in accordance with the New York State Buy American Salt Act, an Authorized User may, at the Authorized User's discretion, purchase rock salt or sodium chloride that is mined or hand harvested in the United States when it is within ten percent (10%) of the lowest price per item, rather than from the lowest responsible and reliable bidder for that item. There are no negotiations permitted following this "Quick Quote" bid and prices cannot be changed once offered. If for any reason the lowest bid is not taken, the Authorized User should prepare detailed documentation explaining the action taken (i.e., the low contractor could not provide the product in the time frame required). This explanation along with the worksheets should be made as part of the record.

Contractors shall be permitted to reduce their pricing at any time during the contract term. In addition, contractors may choose to offer lower prices in specific instances or for particular projects. Contractors may do so through the agencies use of the "Quick Quote" procedure (below).

Contractors are not required to lower prices when they receive a quick quote. They may quote their contract price. However, at no time may a price be quoted that is higher than their contract price. Any awarded price can be lowered by the contractor during the quick quote process.

### *5.8 Ordering*

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

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

(continued)

### *5.9 Minimum Order*

The minimum order for this Contract is

**Lots 1, 3 & 4**

- Minimum order is 4,000 gallons.
- Orders should be placed for 4,000 gallons or multiples thereof.
- Minimum delivery is 4,000 gallons for one location, or 2,000 gallons for each of two locations.
- Orders requiring delivery to two locations are subject to the 2,000-gallon pricing.

**Lots 5 & 6**

- Minimum delivery shall be 22 tons in bulk per delivery location.

**Lots 7 & 8**

- Minimum delivery shall be truckload delivery as indicated on Attachment – Pricing tabs of this Invitation for Bids for Lots 8 and 10.

### *5.10 Purchasing Card Orders*

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

### *5.11 Product Delivery*

Delivery requirements for this Contract are as follows per Lot:

**Lots 1, 3 & 4**

- The product shall be delivered in bulk in tank trucks
- Each delivery truck shall be equipped for unloading product, and;
- Have either an approved liquid meter for accurately measuring the amount of liquid product delivered or verifiable weight receipts

**Lots 5 & 6**

- Product shall be shipped in bulk delivery no less than 15 days from placement of order
- All shipments of product shall be totally covered with a waterproof tarpaulin or similar sheeting material
- Torn or ripped coverings may be cause for rejection of shipment
- Evidence of free-flowing water/brine in particular shipments may be cause for rejection
- Product shall be received in a free-flowing and usable condition

(continued)

**Lots 7 & 8**

- Product shall be palletized, maximum weight 2000lbs (40 bags)
- Material is to be in 50lb moisture-proof bags
- Pallets of equal value shall be exchanged at time of delivery or arranged between the contractor and the authorized user

Additional delivery requirements not specified above shall be in accordance with Appendix B, Product Delivery and Shipping/Receipt of Product.

### *5.12 Invoicing and Payment*

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

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

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

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### *5.13 Weigh Tickets*

All shipments of bulk salt (Lot 5, 6, & 9) shall be accompanied by a weight ticket of a licensed weighmaster indicating the producer, net weight of the delivery, and in the case of bulk delivery, the stockpile source. The certification should bear the weighmaster's signature; weights shall be recorded from a scale equipped with a weight printing device. Handwritten weights are not acceptable.

### *5.14 Audits*

OGS reserves the right, directly or through a designated agent, to audit the accuracy of the Contract Usage Reports (see Section 6.23 *Report of Contract Usage*). Audits shall be conducted during regular business hours, upon not less than fifteen (15) Business Days prior written notice. OGS reserves the right, directly or through an agent, to review Contract Usage Reports and other such documentation for accuracy of all required reporting documents for both NYS Authorized Users and other parties using this Contract or resulting agreement. As a result of such review, if inaccuracies of more than 5% are found in any of the reporting documents, Contractors shall pay the cost of such audit or three (3) times the discrepancy, whichever is higher. Failure to make such payments or repeated errors on subsequent audits may result in the scheduling of a responsibility meeting in relation to this Contract.

### *5.15 Product Sustainability and Liability*

Deviation from specifications may result in rejection of any delivery. All costs associated with rejected deliveries will be the responsibility of the contractor.

Should a product be found to be contaminated (after application) with non-specified elements and become cause for environmental concerns that necessitate clean-up of yards, storage facilities, or roadsides, etc., the contractor shall be responsible for any and all expenses incurred.

### *5.16 Product Returns and Exchanges*

In addition to the provisions of Appendix B *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within ten (10) Business Days of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within thirty (30) calendar days of demand.

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### *5.17 Unanticipated Excessive Purchase*

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

### *5.18 NYS Financial System (SFS)*

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

### *5.19 Americans with Disabilities Act (ADA)*

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

### *5.20 N.Y. State Finance Law § 139-l*

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

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

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

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

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

### *5.21 Insurance*

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

### *5.22 Report of Contract Usage*

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

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

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

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

In accordance with Section 6.27 *Environmental Sustainability and NYS Executive Order Number 22*, Contractor shall identify any Products that meet GreenNY Specifications on Contract Usage Reports.

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

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made no sales to any Authorized User under the Contract for the prior year.

(continued)

Termination of the Contract under this Section is in addition to Appendix B – *Termination* and shall take effect upon written notification to the Contractor. The Contract may also be terminated for failure to file the reports required under this Section.

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

I. New York State Law

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

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for MWBEs. Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

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III. Equal Employment Opportunity (EEO)

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

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

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

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

The Workforce Audits must be completed electronically in the NYS Contract System Workforce Audit Module. Separate audits shall be completed by Contractor and all subcontractors, and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors. In limited instances, the Contractor or

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subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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

IV. Contract Goals

A. OGS hereby establishes an overall goal of 10% for MWBE participation, 5% for Minority-Owned Business Enterprises ("MBE") participation and 5% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:. https://ny.newnycontracts.com/. The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Business Diversity. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

(continued)

V. MWBE Utilization Plan

A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.

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

C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE

D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.

E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333.1. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:
   (a) If a Bidder fails to submit an MWBE Utilization Plan;
   (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
   (c) If a Bidder fails to submit a request for waiver; or
   (d) If OGS determines that the Bidder has failed to document good faith efforts.

G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.

(continued)

H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.

B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333.1, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

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

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.

2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

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3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at https://ny.newnycontracts.com/. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "**Introduction to the System - Vendor training**" and "**Contract Compliance Reporting - Vendor Training**" to become familiar with the NYSCS. To view the training schedule and to register visit: https://ny.newnycontracts.com/FrontEnd/TrainingList.asp

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D. As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on "**Vendor Account Lookup**" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "**Change Info**." It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "**Request New User**." When identifying the person responsible, please add "**- MWBE Contact**" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "**Contact Us & Support**" then "**Technical Support**" on the NYSCS website.

E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS OBD Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

A. Where OGS determines that the Contractor is not in compliance with the MWBE requirements of this Section, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

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X. Fraud

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

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

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

### *5.24 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses*

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

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

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

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

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

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### *5.25 Bulk Delivery and Alternate Packaging*

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs. The following required and encouraged attributes apply to all layers of Product packaging.

A. Packaging is REQUIRED to have the following sustainability attributes:

1. Pursuant to NYS Hazardous Packaging Law Section 37-0205, the vendor is prohibited from offering packaging or packaging components (inks, dyes, pigments, adhesives, stabilizers, or any other additives) with lead, cadmium, mercury, or hexavalent chromium at concentration levels exceeding 100 parts per million by weight (0.01%).

2. Pursuant to NYS Expanded Polystyrene Foam Container and Loose Packaging Law Section 27-3003, the vendor is prohibited from offering polystyrene loose fill packaging.

3. Packaging must not contain polyvinyl chloride (PVC).

4. Plastic packaging must not be labeled with terms "biodegradable", "decomposable", "degradable", or “oxo-degradable”.

5. If packaging is labeled as compostable it must be certified by the Biodegradable Products Institute (BPI), Compost Manufacturing Alliance (CMA), or an equivalent certifier approved by the State.

B. Contractor is ENCOURAGED to offer one (1) or more of the following sustainability attributes:

1. Bulk shipping, order consolidation, and right-sizing packaging
2. Ship products in only the manufacturer’s packaging
3. Packaging that is:
    - Reusable, including pallets, pallet wrap, boxes, and other types of containers
    - Free of expanded polystyrene
    - Free of per- and polyfluoroalkyl substances (PFAS) (Note: Items that are certified by BPI or CMA are verified PFAS-free)
    - Compostable (Note: Compostable packaging should only be used in areas where a composting facility exists and will accept the material)
    - Recyclable (i.e., accepted by most recycling service providers in NYS)
    - Made of a single material
    - Contains a minimum of 25% post-consumer recycled content

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C. Verification of Packaging Requirements and Additional Desirable Attributes

At the request of OGS or the Authorized User, the Contractor must provide verification of compliance with one (1) or more of the required sustainability attributes for packaging. OGS and the Authorized User also reserves the right to request information documenting the packaging desirable attributes and other Contractor environmental claims. The following types of verification documentation will be accepted:

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

### *5.26 Environmental Sustainability and NYS Executive Order Number 22*

New York State is committed to environmental sustainability, and seeks to minimize the environmental impact of any Products that the State Procures. Executive Order No. 22 *Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program* ("EO 22"), requires State Agencies, authorities, and public benefit corporations ("Affected Entities") to follow GreenNY procurement specifications for commodities, services and technology. The GreenNY specifications consider a wide range of factors including avoidance of toxic substances, pollution reduction and prevention, sustainable manufacturing, reduction of greenhouse gas emissions, packaging, and water conservation. Resources are available on the OGS website at https://ogs.ny.gov/greenny-purchasing-requirements-and-tools for procurement managers and Contractors to learn about which Contracts provide environmentally preferable Products.

**A. <u>GreenNY Specifications</u>**.

A list of GreenNY specifications is located on the OGS website at https://ogs.ny.gov/greenny/approved-greenny-specifications. Specification(s) currently applicable to this Contract are Lot 5 Treated Salt Type 1 and Lot 6 -Treated Salt Type 2. See *Attachment – Snow & Ice Specifications* for the applicable specifications. Granular sodium chloride (rock salt) treated with corrosion inhibited liquid magnesium chloride – categorized as Type 1 or Type 2 treated salt. Type 1 is defined as rock salt treated with at least 25% Magnesium Chloride concentration (w/v). Type 2 is defined as rock salt treated with 13 - 24% Magnesium Chloride Concentration (w/v) plus a minimum of 12% Organic Based Performance Enhancer mixed in.

Where applicable and appropriate, available at a competitive cost and where it meets operational objectives, affected entities shall, to the maximum extent practicable, use treated salt as an alternative to untreated salt or sand. Affected entities are encouraged to use treated salt in environmentally sensitive areas. Sand is the least desirable alternative due to the potential for increased human health and ecological impacts.

**B. <u>Product Labeling per GreenNY Specifications</u>**

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

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Contractor(s) shall also note Products that meet GreenNY Specifications on Contract Usage Reports (see Section 6.23 *Report of Contract Usage*), in the format requested by OGS.

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

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

At the request of OGS or the Authorized User, Contractor must provide verification of Product and packaging compliance with GreenNY specifications, required third-party certification(s), minimum amount of recycled content, or other environmental attributes required in the Contract. OGS and the Authorized User also reserve the right to request information documenting the Product and packaging desirable attributes and other Contractor environmental claims.

The following types of verification documentation will be accepted:

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

### *5.27 Consumer Products Containing Mercury*

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

### *5.28 Diesel Emission Reduction Act*

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

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

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### *5.29 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment*

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

### *5.30 Overlapping Contract Products*

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

### *5.31 Preferred Source Products*

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

### *5.32 NYS Vendor Responsibility*

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

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

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directly to the VendRep System online at https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system.

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

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

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

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

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

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

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

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

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### *5.33 NYS Tax Law Section 5-a*

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

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

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

### *5.34 "OGS or Less" Guidelines*

Purchases of the Products included in the Solicitation and resulting Contract are subject to the "OGS or Less" provisions of State Finance Law § 163(3)(a)(v). This means that State Agencies can purchase Products from sources other than the Contractor provided that such Products are substantially similar in form, function or utility to the Products herein and are (1) lower in price and/or (2) available under terms which are more economically efficient to the State Agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State Contractor an opportunity to match the non-Contract savings at least two (2) Business Days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Office of the State Comptroller and competitive bidding of requirements exceeding the discretionary threshold. State Agencies should refer to Procurement Council Guidelines for additional information.

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### *5.35 Non-State Agencies Participation in Centralized Contracts*

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

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (https://ogs.ny.gov/procurement/nys-laws-extending-use-state-centralized-contracts). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

### *5.36 Extension of Use*

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

### *5.37 New Accounts*

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

### *5.38 Centralized Contract Modifications*

A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the parties. Modifications may take the form of an update or an amendment. “Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new Products at the same or better price level is an example of an update. “Amendments” are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change the contractual term and condition is an example of an amendment.

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B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new Products, make price level revisions, delete Products, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.

C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.

D. All modifications proposed by Contractor shall be processed in accordance with Appendix D – *Contract Modification Procedure.* The Contractor shall submit all requests in the form and format contained in Appendix D – *Contract Modification Procedure*. The form contained within Appendix D is subject to change at the sole discretion of OGS.

E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B *Modification of Contract Terms*.

### *5.39 Drug and Alcohol Use Prohibited*

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

### *5.40 Traffic Infractions*

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

### *5.41 Samples*

A. **Bidder Supplied Samples** - The Commissioner reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of the Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Solicitation or Contract reference.

   A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

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B. **Enhanced Samples** - When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

C. **Conformance with Samples** - Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Solicitation. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Solicitation, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.

D. **Testing** - All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.

E. **Requests for Samples by Authorized Users** - Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

### *5.42 Re-Weighing Product*

Deliveries are subject to re-weighing at the point of destination by the Authorized User. If shrinkage occurs, which exceeds that normally allowable in the trade, the Authorized User shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authorized User.

### *5.43 Contract Documents; Electronic Format*

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

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### *5.44 New York State Buy American Salt Act*

In accordance with the Buy American Salt Act (State Finance Law § 162-a), when soliciting a Quick Quote for the purchase of rock salt or sodium chloride through this Solicitation, any Authorized User may, at the Authorized User's discretion, award such contract to the responsible and reliable bidder offering to supply rock salt or sodium chloride that is mined or hand harvested in the United States, and which offer is within ten percent (10%) of the lowest price or best value offer per item, rather than to the lowest responsible and reliable bidder for that item.

If the Bidder receives an award under a Quick Quote for any Lot and/or County, and such award is based upon the preference set forth in the New York State Buy American Salt Act (State Finance Law § 162-a) for rock salt or sodium chloride that is mined or hand harvested in the United States and is within ten percent (10%) of the lowest priced offer for such Lot and/or County, then all rock salt or sodium chloride provided by the Bidder/Contractor under such award must be mined or hand harvested in the United States only, throughout the term of any Contract resulting from this Solicitation.

(continued)

**Group 32100 Award 23451**
**Snow & Ice Control Agents (Statewide)**

**Price Pages**
**Contractor Information Page**

| Contract # | Contractor Name | NYS Contract Orders Contact Info | & Emergency Contact Info |
|---|---|---|---|
| **PC71100** | **Aden Mining & Materials Inc.**<br><br>*Contractor does not accept NYS Procurement Card* | Name: Scott Lesinksi<br>Phone #: 845-990-7625<br>E-Mail: **slesinski@adenaggregate.com**<br>Hours: 6:00am to 3:00pm (M-F) EST | Name: Mike Polito<br>Title: Sales & Account Aggregate Manager<br>Phone #: 845-600-6427<br>E-Mail: **mpolito@adenaggregate.com** |
| **PC71101** | **All States Construction Inc DBA Gorman Construction**<br><br>*Contractor does not accept NYS Procurement Card* | Name: Allison Speenburgh<br>Phone #: 518-462-5401 x5110<br>E-Mail: **contractadminNY@asmg.com**<br>Hours: 8:00am to 4:30pm (M-F) EST | Name: Allison Speenburgh<br>Title: Project Manager<br>Phone #: 518-462-5401 x5110<br>E-Mail: **aspeenburgh@asmg.com** |
| **PC71102** | **Da-Lee Group Inc DBA Calcium Chloride Sales**<br><br>*Contractor does not accept NYS Procurement Card* | Name: Wendy Courneyea<br>Phone #: 905-643-1135 x14<br>E-Mail: **wendy@daleegroup.com**<br>Hours: 8:00am to 4:30pm (M-F) EST | Name: Josh Powell<br>Title: Business Development Manager<br>Phone #: 905-643-1135 x 380<br>E-Mail: **josh@daleegroup.com** |
| **PC71106** | **Dynasty Chemical Corp**<br><br>*Contractor does not accept NYS Procurement Card*<br><br>*Prompt Payment Discount 1% / 15 DAYS* | Name: Mike Waldman<br>Phone #: 518-229-6453<br>E-Mail: **mjwaldman@dynastychemical.com**<br>Hours: 8:00am to 4:30pm (M-F) EST | Name: Kurt Waldman<br>Title: Vice President<br>Phone #: 518-229-5878<br>E-Mail: **kwaldman@dynastychemical.com** |
| **PC71103** | **Innovative Municipal Products (US) Inc DBA Innovative Surface Solutions**<br><br>*Contractor accepts NYS Procurement Card for orders up to $50,000* | Name: Lindsay Saddler<br>Toll Free Phone #: 800-257-5808<br>Phone #: 518-729-4319<br>E-Mail: **orders@innovativecompany.com**<br>Hours: 7:00am to 4:00pm (M-F) EST | Name: Joe Cashin<br>Title: Director of Sales<br>Phone #: 518-728-1617<br>E-Mail: **jcashin@innovativecompany.com** |
| **PC71104** | **Morton Salt Inc**<br><br>*Contractor accepts NYS Procurement Card for orders up to $50,000* | Customer Service<br>Toll Free Phone #: 855-665-4540<br>E-Mail: **buyroadsalt@mortonsalt.com**<br>Hours: 7:00am to 4:00pm (M-F) CST | Name: Jasmin Simons<br>Title: Highway-Chemical Customer Service Manager<br>Phone #: 630-861-2310<br>E-Mail: **jsimons2@mortonsalt.com** |
| **PC71105** | **Peckham Materials Corp**<br><br>*Contractor does not accept NYS Procurement Card* | Name: Jeri Camputaro<br>Phone #: 518-945-1120<br>E-Mail: **jcamp@peckham.com**<br>Hours: 8:00am to 4:00pm (M-F) EST | Name: Bryan Cole<br>Title: Regional Dispatch Manager<br>Phone #: 518-929-0205<br>E-Mail: **bcole@peckham.com** |

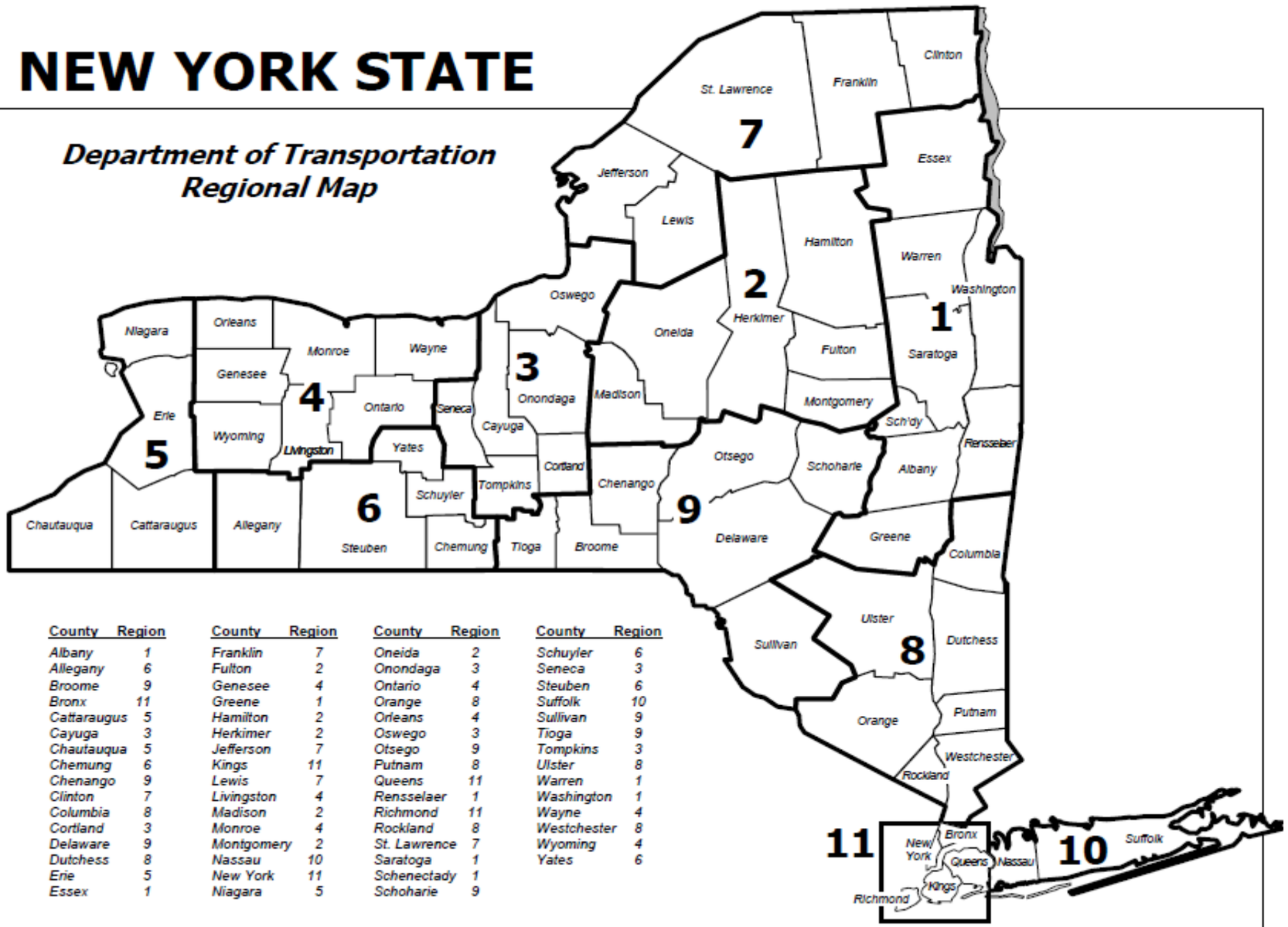
# Group 32100 Award 23451
# Snow & Ice Control Agents (Statewide)

## Price Pages
## Contractor Award per LOT

| Lot # | Description | Contract # | Contractor Name |
|---|---|---|---|
| **1** | Liquid Calcium Chloride - Corrosion Inhibited | PC71101 | All States Construction Inc<br>dba Gorman Construction |
| | | PC1102 | Da-Lee Group Inc<br>dba Calcium Chloride Sales |
| | | PC71105 | Peckham Materials Corp |
| **2** | Liquid Calcium Chloride with Organic Based Performance Enhancer (OBPE) | **NO AWARD** | |
| **3** | Liquid Magnesium Chloride - Corrosion Inhibited | PC71103 | Innovative Municipal Products (US) Inc<br>dba Innovative Surface Solutions |
| **4** | Liquid Magnesium Chloride with Organic Based Performance Enhancer (OBPE) | PC71103 | Innovative Municipal Products (US) Inc<br>dba Innovative Surface Solutions |
| **5** | Treated Salt Type 1 (Bulk) | PC71100 | Aden Mining & Materials Inc. |
| **6** | Treated Salt Type 2 (Bulk) | PC71100 | Aden Mining & Materials Inc. |
| | | PC71104 | Morton Salt Inc |
| **7** | Calcium Chloride Flake Type S Class A | PC71106 | Dynasty Chemical Corp |
| **8** | Calcium Chloride Pellet Type S Grade 2 Class B | PC71106 | Dynasty Chemical Corp |
| **9** | Solar Salt for Brine Making (Bulk) | **NO AWARD** | |
| **10** | Solar Salt for Brine Making (Totes) | **NO AWARD** | |

# NEW YORK STATE

## *Department of Transportation Regional Map*




| County | Region |
|---|---|
| Albany | 1 |
| Allegany | 6 |
| Broome | 9 |
| Bronx | 11 |
| Cattaraugus | 5 |
| Cayuga | 3 |
| Chautauqua | 5 |
| Chemung | 6 |
| Chenango | 9 |
| Clinton | 7 |
| Columbia | 8 |
| Cortland | 3 |
| Delaware | 9 |
| Dutchess | 8 |
| Erie | 5 |
| Essex | 1 |

| County | Region |
|---|---|
| Franklin | 7 |
| Fulton | 2 |
| Genesee | 4 |
| Greene | 1 |
| Hamilton | 2 |
| Herkimer | 2 |
| Jefferson | 7 |
| Kings | 11 |
| Lewis | 7 |
| Livingston | 4 |
| Madison | 2 |
| Monroe | 4 |
| Montgomery | 2 |
| Nassau | 10 |
| New York | 11 |
| Niagara | 5 |

| County | Region |
|---|---|
| Oneida | 2 |
| Onondaga | 3 |
| Ontario | 4 |
| Orange | 8 |
| Orleans | 4 |
| Oswego | 3 |
| Otsego | 9 |
| Putnam | 8 |
| Queens | 11 |
| Rensselaer | 1 |
| Richmond | 11 |
| Rockland | 8 |
| St. Lawrence | 7 |
| Saratoga | 1 |
| Schenectady | 1 |
| Schoharie | 9 |

| County | Region |
|---|---|
| Schuyler | 6 |
| Seneca | 3 |
| Steuben | 6 |
| Suffolk | 10 |
| Sullivan | 9 |
| Tioga | 9 |
| Tompkins | 3 |
| Ulster | 8 |
| Warren | 1 |
| Washington | 1 |
| Wayne | 4 |
| Westchester | 8 |
| Wyoming | 4 |
| Yates | 6 |

## Group 32100 Award 23451
## Snow & Ice Control Agents (Statewide)

## Price Pages
## LOT 1 - Liquid Calcium Chloride - Corrosion Inhibited

| Region | Contractor Name | Product Name | Price Per Gallon *4,000 Gallon Minimum (1 delivery location)* | Price Per Gallon *2,000 Gallon Minimum (2 delivery locations)* |
|---|---|---|---|---|
| **1** | Peckham Materials Corp. | Calcium Chloride w/ Oxiguard | $1.80 | $1.90 |
| **2** | All States Construction Inc dba Gorman Construction | Calcium Chloride w/ Oxiguard | $1.85 | $2.80 |
| **3** | Da-Lee Group Inc dba Calcium Chloride Sales | Calcium Chloride w/ Oxiguard | $1.59 | $1.89 |
| **4** | Da-Lee Group Inc dba Calcium Chloride Sales | Calcium Chloride w/ Oxiguard | $1.59 | $1.89 |
| **5** | Da-Lee Group Inc dba Calcium Chloride Sales | Calcium Chloride w/ Oxiguard | $1.59 | $1.89 |
| **6** | Da-Lee Group Inc dba Calcium Chloride Sales | Calcium Chloride w/ Oxiguard | $1.59 | $1.89 |
| **7** | Da-Lee Group Inc dba Calcium Chloride Sales | Calcium Chloride w/ Oxiguard | $1.59 | $1.89 |
| **8** | Peckham Materials Corp. | Calcium Chloride w/ Oxiguard | $1.80 | $1.90 |
| **9** | Peckham Materials Corp. | Calcium Chloride w/ Oxiguard | $1.85 | $1.95 |
| **10** | **NO AWARD** | | | |
| **11** | **NO AWARD** | | | |

## Group 32100 Award 23451
## Snow & Ice Control Agents (Statewide)

### Price Pages
### LOT 3 - Liquid Magnesium Chloride - Corrosion Inhibited

| Region | Contractor Name | Product Name | Price Per Gallon *4,000 Gallon Minimum (1 delivery location)* | Price Per Gallon *2,000 Gallon Minimum (2 delivery locations)* |
|---|---|---|---|---|
| 1 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.20 | $1.40 |
| 1 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.63 | $1.83 |
| 2 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.33 | $1.53 |
| 2 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.62 | $1.82 |
| 3 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.43 | $1.63 |
| 3 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.70 | $1.90 |
| 4 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.48 | $1.68 |
| 4 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.74 | $1.94 |
| 5 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.59 | $1.79 |
| 5 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.84 | $2.04 |
| 6 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.48 | $1.68 |
| 6 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.83 | $2.03 |
| 7 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.45 | $1.65 |
| 7 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.70 | $1.90 |
| 8 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.34 | $1.54 |
| 8 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.60 | $1.80 |
| 9 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.33 | $1.53 |
| 9 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.63 | $1.83 |
| 10 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.59 | $1.79 |
| 10 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.87 | $2.07 |
| 11 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Mag 26 INH | $1.59 | $1.79 |
| 11 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 1000 INH | $1.86 | $2.06 |

## Group 32100 Award 23451
## Snow & Ice Control Agents (Statewide)

### Price Pages
### LOT 4 - Liquid Magnesium Chloride with Organic Based Performance Enhancer (OBPE)

| Region | Contractor Name | Product Name | Price Per Gallon *4,000 Gallon Minimum (1 delivery location)* | Price Per Gallon *2,000 Gallon Minimum (2 delivery locations)* |
|---|---|---|---|---|
| 1 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $1.68 | $1.88 |
| 1 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $1.86 | $2.06 |
| 2 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $1.73 | $1.93 |
| 2 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $1.85 | $2.05 |
| 3 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $1.77 | $1.97 |
| 3 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $1.90 | $2.10 |
| 4 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $1.81 | $2.01 |
| 4 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $1.91 | $2.10 |
| 5 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $1.92 | $2.12 |
| 5 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $2.03 | $2.23 |
| 6 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $1.92 | $2.12 |
| 6 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $2.03 | $2.23 |
| 7 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $1.78 | $1.98 |
| 7 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $1.78 | $1.98 |
| 8 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $1.69 | $1.89 |
| 8 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $1.73 | $2.03 |
| 9 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $1.69 | $1.89 |
| 9 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $1.96 | $2.16 |
| 10 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $2.13 | $2.33 |
| 10 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $2.13 | $2.33 |
| 11 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | Magic Minus Zero | $2.03 | $2.23 |
| 11 | Innovative Municipal Products (US) Inc dba Innovative Surface Solutions | ProMelt Ultra 2000 INH | $2.03 | $2.23 |

## Group 32100 Award 23451
## Snow & Ice Control Agents (Statewide)

### Price Pages
### LOT 5 - Treated Salt Type 1

**Minimum Truckload Quantity:** 22 tons per delivery location

| County | Contractor Name | Product Name | Price per Ton | Stockpile Location(s) (City, State) |
|---|---|---|---|---|
| Dutchess | Aden Mining & Materials Inc | One Pass Treated Salt Type 1 | $116.00 | Bloomingburg, NY |
| Orange | Aden Mining & Materials Inc | One Pass Treated Salt Type 1 | $111.00 | Bloomingburg, NY |
| Putnam | Aden Mining & Materials Inc | One Pass Treated Salt Type 1 | $116.00 | Bloomingburg, NY |
| Rockland | Aden Mining & Materials Inc | One Pass Treated Salt Type 1 | $121.00 | Bloomingburg, NY |
| Sullivan | Aden Mining & Materials Inc | One Pass Treated Salt Type 1 | $118.00 | Bloomingburg, NY |
| Ulster | Aden Mining & Materials Inc | One Pass Treated Salt Type 1 | $116.00 | Bloomingburg, NY |
| Westchester | Aden Mining & Materials Inc | One Pass Treated Salt Type 1 | $126.00 | Bloomingburg, NY |

**DISCLAIMER: If a County is not included in the list above there is No Award under this solicitation.**

## Group 32100 Award 23451
## Snow & Ice Control Agents (Statewide)

### Price Pages
### LOT 6 - Treated Salt Type 2

**Minimum Truckload Quantity: 22 tons per delivery location**

| County | Contractor Name | Product Name | Price per Ton | Stockpile Location(s) (City, State) |
|---|---|---|---|---|
| Albany | Morton Salt Inc | Bulk Blizzard Wizard | $104.80 | Albany, NY |
| Bronx | Morton Salt Inc | Bulk Blizzard Wizard | $156.76 | Port Newark, NJ |
| Columbia | Morton Salt Inc | Bulk Blizzard Wizard | $109.77 | Albany, NY |
| Dutchess | Morton Salt Inc | Bulk Blizzard Wizard | $111.66 | Albany, NY |
| Dutchess | Aden Mining & Materials Inc | One Pass Treated Salt Type 2 | $116.00 | Bloomingburg, NY |
| Fulton | Morton Salt Inc | Bulk Blizzard Wizard | $111.55 | Albany, NY |
| Greene | Morton Salt Inc | Bulk Blizzard Wizard | $108.43 | Albany, NY |
| Kings | Morton Salt Inc | Bulk Blizzard Wizard | $156.76 | Port Newark, NJ |
| New York | Morton Salt Inc | Bulk Blizzard Wizard | $156.76 | Port Newark, NJ |
| Orange | Aden Mining & Materials Inc | One Pass Treated Salt Type 2 | $111.00 | Bloomingburg, NY |
| Putnam | Aden Mining & Materials Inc | One Pass Treated Salt Type 2 | $116.00 | Bloomingburg, NY |
| Putnam | Morton Salt Inc | Bulk Blizzard Wizard | $123.77 | Albany, NY |
| Queens | Morton Salt Inc | Bulk Blizzard Wizard | $156.76 | Port Newark, NJ |
| Richmond | Morton Salt Inc | Bulk Blizzard Wizard | $156.76 | Port Newark, NJ |
| Rockland | Aden Mining & Materials Inc | One Pass Treated Salt Type 2 | $121.00 | Bloomingburg, NY |
| Rockland | Morton Salt Inc | Bulk Blizzard Wizard | $126.74 | Albany, NY |
| Saratoga | Morton Salt Inc | Bulk Blizzard Wizard | $105.21 | Albany, NY |
| Schenectady | Morton Salt Inc | Bulk Blizzard Wizard | $108.31 | Albany, NY |
| Sullivan | Aden Mining & Materials Inc | One Pass Treated Salt Type 2 | $118.00 | Bloomingburg, NY |
| Ulster | Morton Salt Inc | Bulk Blizzard Wizard | $111.11 | Albany, NY |
| Ulster | Aden Mining & Materials Inc | One Pass Treated Salt Type 2 | $116.00 | Bloomingburg, NY |
| Washington | Morton Salt Inc | Bulk Blizzard Wizard | $111.54 | Albany, NY |
| Westchester | Aden Mining & Materials Inc | One Pass Treated Salt Type 2 | $126.00 | Bloomingburg, NY |

**DISCLAIMER: If a County is not included in the list above there is No Award under this solicitation.**

## Group 32100 Award 23451
## Snow & Ice Control Agents (Statewide)

### Price Pages
### LOT 7 - Calcium Chloride Flake Type S Class A
(50lb moisture-proof bags - Truckload Delivery by Region)

| **Minimum Truckload Quantity:** 22 Tons | | **Delivery Time:** 10 Business days | |
|---|---|---|---|
| **Region** | **Contractor Name** | **Product Name** | **Price per Ton** |
| **1** | Dynasty Chemical Corp | DOWFLAKE XTRA | $950.00 |
| **2** | Dynasty Chemical Corp | DOWFLAKE XTRA | $950.00 |
| **3** | Dynasty Chemical Corp | DOWFLAKE XTRA | $980.00 |
| **4** | Dynasty Chemical Corp | DOWFLAKE XTRA | $975.00 |
| **5** | Dynasty Chemical Corp | DOWFLAKE XTRA | $975.00 |
| **6** | Dynasty Chemical Corp | DOWFLAKE XTRA | $975.00 |
| **7** | Dynasty Chemical Corp | DOWFLAKE XTRA | $995.00 |
| **8** | Dynasty Chemical Corp | DOWFLAKE XTRA | $950.00 |
| **9** | Dynasty Chemical Corp | DOWFLAKE XTRA | $950.00 |
| **10** | Dynasty Chemical Corp | DOWFLAKE XTRA | $960.00 |
| **11** | Dynasty Chemical Corp | DOWFLAKE XTRA | $995.00 |

## Group 32100 Award 23451
## Snow & Ice Control Agents (Statewide)

## Price Pages
## LOT 8 - Calcium Chloride Pellet Type S Grade 2 Class B
(50lb moisture-proof bags - Truckload Delivery by Region)

| **Minimum Truckload Quantity:** 22 Tons | | **Delivery Time:** 10 Business days | |
|---|---|---|---|
| **Region** | **Contractor Name** | **Product Name** | **Price per Ton** |
| **1** | Dynasty Chemical Corp | Peladow Premier | $1,030.00 |
| **2** | Dynasty Chemical Corp | Peladow Premier | $1,030.00 |
| **3** | Dynasty Chemical Corp | Peladow Premier | $1,045.00 |
| **4** | Dynasty Chemical Corp | Peladow Premier | $1,070.00 |
| **5** | Dynasty Chemical Corp | Peladow Premier | $1,070.00 |
| **6** | Dynasty Chemical Corp | Peladow Premier | $1,070.00 |
| **7** | Dynasty Chemical Corp | Peladow Premier | $1,070.00 |
| **8** | Dynasty Chemical Corp | Peladow Premier | $1,020.00 |
| **9** | Dynasty Chemical Corp | Peladow Premier | $1,030.00 |
| **10** | Dynasty Chemical Corp | Peladow Premier | $1,110.00 |
| **11** | Dynasty Chemical Corp | Peladow Premier | $1,110.00 |

# Fuel Price Adjustment for all Counties - October 2026

| Group | Description | Award # | Contract No./ |
|---|---|---|---|
| 32100 | Snow & Ice Control Agents (Statewide) | 23451 | PC71100 |
| | | | PC71101 |
| | | | PC71102 |
| | | | PC71106 |
| | | | PC71103 |
| | | | PC71104 |
| | | | PC71105 |

OGS Procurement Services has released a new fuel price adjustment for the month of **October, 2026**

**FOR LOTS 1 - 4**

**The fuel price adjustment for the month of October 2026 is $3.78 per 1,000 gallons and applies to all counti**

**FOR LOTS 5, 6 & 9**

**The fuel price adjustment for the month of October 2026 is $0.76 per ton and applies to all counties**

In accordance with Contract Award Notification #23451 the adjustment is based on the fuel base price of
as posted in the EIA Retail On-Highway Diesel Prices for New England PADD1A on 8/03/2026.
All other terms and conditions remain the same.

| Contractor Name |
| --- |
| Aden Mining & Materials Inc |
| All States Construction Inc dba Gorman Construction |
| Da-Lee Group Inc DBA Calcium Chloride Sales |
| Dynasty Chemical Corp |
| Innovative Municipal Products (US) Inc DBA Innovative Surface Solutions |
| Morton Salt Inc |
| Peckham Materials Corp |

es

**$5.549**

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Herrington, Bayly, Sabo

**Sent To:** Public Works **Committee** **Date** November 10, 2026

**Resolution No. G/14**

**RESOLUTION 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,** Resolution G/29/18 authorized a capital project for engineering services related to the Dyken Pond Dam; and

**WHEREAS,** Additional engineering services are required to complete an overall assessment of the Dyken Pond Dam; and

**WHEREAS,** Two (2) projects originally budgeted for construction in 2026 have been delayed resulting in a surplus of D.5120.04900 funds; now; therefore, be it

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

**HIGHWAY (D) FUND**

| CODE | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| D.5120.04900 Professional Service | $214,900.00 | ($100,00.00) | $114,900.00 |
| D.9950.09003 Transfers-Capital Fund | $0 | $100,000.00 | $100,000.00 |

**HIGWAY (H) FUND APPROPRIATIONS**

| CODE | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| H.5110.02500. H1187 Dyken Pond | $49,217.00 | $100,000.00 | $149,217.00 |
| H.5110.50311 H1187 Interfund Transfers | $49,217.00 | $100,000.00 | $149,217.00 |

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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: BUDGET AMENDMENT

Requested by: _____HIGHWAY DEPARTMENT_____

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $__100,000__ 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 $_100,000_____ and ongoing $_____

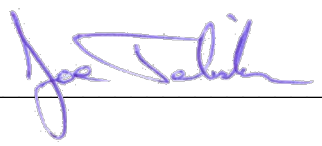
   e) Other (please explain) _____

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

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

Amendment needed to cover the costs of a Supplemental Agreement for an engineering assessment of Dyken Pond Dam.

Department Head:



_____

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/15

**RESOLUTION AUTHORIZING A SUPPLEMENTAL AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR ENGINEERING DESIGN SERVICES FOR DYKEN POND - HIGHWAY DEPARTMENT**

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

**WHEREAS,** Resolution G/273/25 authorized an agreement with Ramboll America Engineering Solutions, Inc. for engineering design services relating to Capital Project H1187 Dyken Pond in an amount not to exceed $39,510.00; and

**WHEREAS,** In order to advance the project through the additional phases, a supplemental agreement is required to cover the costs of additional engineering design services; and

**WHEREAS,** The name and address of the contracting party, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, are as follows:

| DESCRIPTION | VENDOR | APPROPRIATION CODE | CURRENT AMOUNT | REVISED AMOUNT |
|---|---|---|---|---|
| RFP 25-19 Engineering Design Services | Ramboll Americas Engineering Solutions, Inc. 333 West Washington Street, Syracuse, NY 13202 | H.5110.02500.H1187 | $39,510.00 | $93,800.00 |

; now, therefore, be it

**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:**
**November 10, 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 ENGINEERING SUPPLEMENTAL AGREEMENT – DYKEN POND DAM

Requested by:_____HIGHWAY DEPARTMENT_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 93,800 current year
   $ 0.00 ongoing expenses per year.

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

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 $____93,800___ 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 design services relating to the Dyken Pond Dam. This project will have a life of greater than 10 years.

Department Head

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# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** July 8, 2025

**Resolution No.** G/273/25

**RESOLUTION AUTHORIZING AN AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR ENGINEERING DESIGN SERVICES FOR DYKEN POND DAM, TOWNS OF BERLIN AND GRAFTON - HIGHWAY DEPARTMENT**

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

**WHEREAS,** The Highway Department seeks Legislative approval to enter into an agreement with Ramboll Americas Engineering Solutions, Inc. for engineering design services for the Dyken Pond Dam, in the Towns of Berlin and Grafton; and

**WHEREAS,** Resolution G/29/18 authorized a capital project for engineering services related to the Dyken Pond Dam; and

**WHEREAS,** Request for Proposals (RFP) for the noted project have been solicited and ranked according to cost, approach, experience, quality, and familiarity; and

**WHEREAS,** The County Engineer, following an inclusive review and scoring of the submitted responses to the RFP, has designated Ramboll Americas Engineering Solutions, Inc., 333 West Washington Street, Syracuse, New York 13202, to provide design services for Dyken Pond Dam; and

**WHEREAS,** The name and address of the contracting party, the funding appropriation code, and the amount to be expended over the life of the agreement are as follows:

| CONTRACT DESCRIPTION | VENDOR | APPROPRIATION CODE | ESTIMATED CONTRACT AMOUNT |
|---|---|---|---|
| RFP 25-19 Engineering Design Services for Dyken Pond Dam | Ramboll Americas Engineering Solutions, Inc. 333 West Washington Street, Syracuse, NY 13202 | H.5110.02500.H1187 | $39,510.00 |

; 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:** 17
**Nays:** 0
**Abstain:** 0
**July 8, 2025**

**Clerk of the Legislature**

**Sent to County Executive** 7/9/25

**Received from County Executive** 7/11/25

Jessica L. Chan

**Clerk of the Legislature**

**Executive Action**

**Approved** ✓ **Date** 7/10/25

**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 July 8, 2025 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 11th day of July, 2025 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 14th day of July, 2025.**

**Seal**

Jessica L. Charette

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

# RENSSELAER COUNTY
# BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

JAMES R. GORDON
DIRECTOR

August 5, 2025

Kenneth Catino, Project Officer
Ramboll Americas Engineering Solutions, Inc.
333 W. Washington Street
Syracuse, NY 13202

RE: RFP-25-19 Engineering Design Services for Dyken Pond Dam - Rensselaer County Highway Department – **Notice of Contract Award**

Dear Mr. Catino:

I am pleased to inform you that following an evaluation process completed by the Rensselaer County Highway Department your firm has been selected to provide Engineering Design Services for the Dyken Pond Dam as referenced in the above-referenced Request for Proposal (RFP).

Please contact Joseph Teliska, P.E., County Engineer, Rensselaer County Highway Department at your earliest convenience to discuss the project. Mr. Teliska can be reached directly at (518) 283-0973.

On behalf of Rensselaer County, please accept our appreciation for your participation in this proposal process.

Sincerely,

Christine M. Mariano
Deputy Director
Bureau of Central Services

cc: James R. Gordon, Director, Bureau of Central Services
Shelby Fenton, Deputy County Auditor
Joseph Teliska, P.E., County Engineer, Highway Department
Resolution: G/273/25

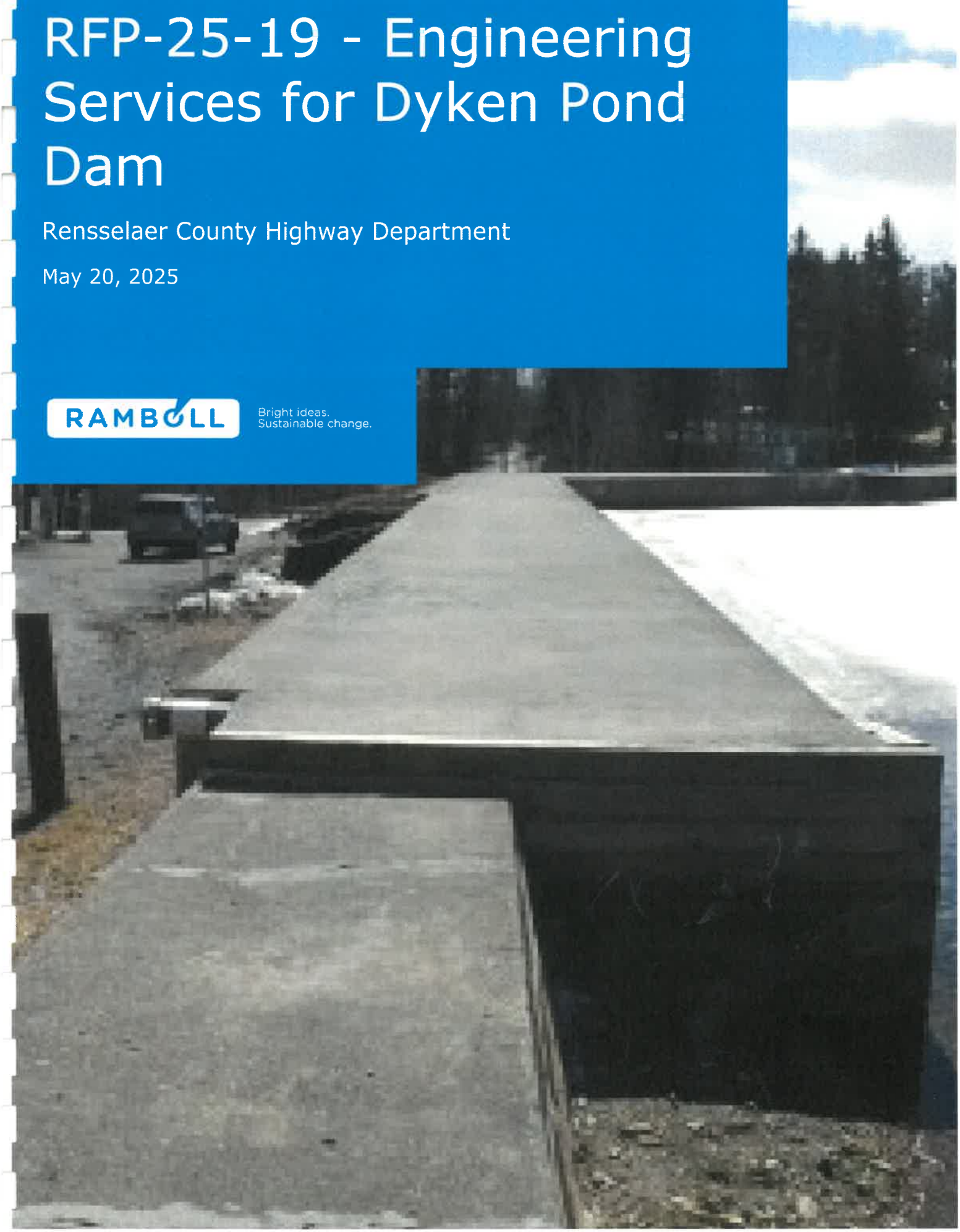
# RFP-25-19 - Engineering Services for Dyken Pond Dam

Rensselaer County Highway Department

May 20, 2025

RAMBOLL

Bright ideas.
Sustainable change.



| | |
|---|---|
| Project name | **RFP-25-19 - Engineering Services for Dyken Pond Dam Rensselaer County Highway Department** |
| Client name | **Rensselaer County - Department of Engineering and Highways** |
| Type of proposal | **Proposal for Engineering Services for the preparation of an Inspection and Maintenance Plan, Emergency Action Plan and an Engineering Assessment of the Dyken Pond Team, Towns of Berlin and Grafton, Rensselaer County, New York** |
| Date | **05/20/2025** |
| Bidder/Tender | **Ramboll Americas Engineering Solutions, Inc.** |
| Ramboll Reference | **OPP. 229751** |

Ramboll
94 New Karner Rd #106,
Albany, NY 12203
USA

T +1 518 724 7272
americas.ramboll.com

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James R. Gordon
Director
Bureau of Central Services
99 Troy Road, 4th Floor
East Greenbush, New York 12061

Request for Proposal – RFP-25-19 Engineering Services for Dyken Pond Dam Rensselaer County Highway Department

Date May 20, 2025

Ramboll
94 New Karner Rd #106,
Albany, NY 12203
USA

T +1 518 724 7272
americas.ramboll.com

Dear Mr. Gordon:

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to submit this proposal to provide a engineering assessment (EA) for Dyken Pond Dam in connection with the Monroe County Water County's (RENSCOs) Request for Proposal (RFP) titled RFP-25-19. The following summarizes unique qualities that make us the ideal partner for Rensselaer County (RENSCO) on this project:

- Proven performance with RENSCO: Ramboll is a trusted. This institutional knowledge and familiarity with RENSCO facilities and operations puts our team on track to successfully complete this project.
- Cost conscious approach: As outlined in the technical approach of our proposal, Ramboll has a sound understanding of the key issues unique to this project. We have provided a cost-effective approach that will eliminate unnecessary regulatory burden for RENSCO going forward.
- Experience with NYSDEC Dam Safety: In addition to the long history Ramboll has working on NYS regulated impoundments, Ramboll also has respected relationships with key NYSDEC Dam Safety regulators who will be involved in the review and approval of the engineering assessments for this project.

We look forward to the opportunity to further assist RENSCO on this important project. If you have any questions or require additional information regarding this scope or fee, please feel free to contact me at (917) 690-6221 or via email at kcatino@ramboll.com.

Sincerely,



Ken Catino, P.E.
Project Officer

kcatino@ramboll.com

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ATTACHMENTS
Attachment A – Fee Proposal Sheet
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# 1. Contact Information

## Ramboll Project Manager

Brian Edwards
94 New Karner Rd #106
Albany, NY 12203
518-724-7257
bedwards@ramboll.com

## Ramboll Work Order Contact

Kenneth Catino
Penn 1, 250 W 34th St.
New York, NY 10119
646-253-4920
kcatino@ramboll.com

## Pending Subconsultant

Atlantic Testing Laboratories
Andrew Ward, Area Manager
22 Corporate Drive
Clifton Park, NY 12065
award@atlantictesting.com

# About Ramboll

Ramboll is a leading engineering, architecture and consultancy company founded in Denmark in 1945. Ramboll employs more than 18,500 people and has especially strong representation in the Nordics, UK, North America, Continental Europe, Middle East and Asia-Pacific. With 300 offices in 35 countries, we combine local experience with a global knowledge base, constantly striving to achieve inspiring and exacting solutions that make a genuine difference to our clients, end-users and society at large. We work across the following markets: Buildings, Transport, Planning & Urban Design, Water, Environment & Health, Energy and Management Consulting.

**IN THE AMERICAS**

With 2,000 experts across 75 offices in four countries, our work in the Americas spans the private and public sectors, with key clients representing municipalities, federal, state institutions, agencies, not-for-profit and academic communities. While you can access Ramboll's global markets and services through our offices, practitioners in the Americas offer particular expertise in Environment & Health, Water, Energy and Advanced Manufacturing.



**IN NEW YORK STATE**

In 2019, Ramboll acquired O'Brien and Gere Engineers with a long and established history of serving New York entities across the State. With 8 offices in New York, Ramboll has worked closely with the state agencies including the Department of Environmental Conservation (DEC), Office of General Services (OGS), Department of State (DOS), and Department of Health (DOH). Ramboll has also delivered services for many municipal governments in New York, as well as working with Federal agencies on many New York projects.

**WATER**

Our experts address water and climate challenges by working across the water cycle from resources and supply, processing and treatment, to sewerage and discharge. We work with municipalities, utilities and industrial clients, drawing on our multidisciplinary expertise to create innovative, sustainable, and livable solutions.

Specifically, Ramboll is known globally and within New York State for its innovative and unique approach to addressing climate impacts, including solutions to address waterfront resiliency. Our approach focuses on whole-system analysis of impacts and risks, striving for innovative designs that incorporate nature-based solutions and connect local communities safely with their waterbodies. Specifically in New York State, Ramboll has led resiliency planning and design projects along the Great Lakes, inland lakes, riverine and stream systems as well as coastal environments. We leverage our years of global experience in Copenhagen and elsewhere, to bring creative solutions to New York.

# 2. Firm Experience

## Dam Engineering Qualifications

Ramboll has been continuously providing dam engineering services to its clients since the early 1960's. These services have included safety inspections dating to the USACE Phase I Inspection Program; hydrologic, hydraulic, structural, and geotechnical investigations; and design and construction management services for new dams and for rehabilitation of existing dams and levees. Our breadth of experience includes dam engineering services for numerous water and power utilities, municipalities, states and the federal government.

Ramboll has a dedicated Dams and Water Resources Division that addresses dam and levee safety issues on a routine basis. Since most dam investigation/design/construction projects are evolutionary in nature due to generally unknown subsurface conditions, our dam engineering staff is accustomed to adapting our project approaches to meet the needs of a specific dam or levee and its site conditions. In addition, our dam engineering staff is supported by approximately 2,000 employees in 75 regional offices. This pool of resources allows us to draw from a wide variety of engineering backgrounds and experience, including environmental permitting and ecological sciences, which provides the flexibility to address most technical issues that would arise on a dam or levee safety project.

Ramboll is also a Sustaining Member of the Association of State Dam Safety Officials (ASDSO) and the United States Society on Dams (USSD). Our involvement in these organizations keeps us abreast of national developments in dam safety and provides opportunities for interaction with regulators and state dam safety staff.

## Range Of Services Offered

### Dam & Reservoir Design

Ramboll has completed preliminary soils and foundation investigations, feasibility studies, designs, and construction inspection of more than 100 major dam projects in the United States and overseas. The dams have included earth fill, rock fill, concrete gravity, concrete buttress, and roller compacted concrete (RCC). Ramboll offers the following dam engineering services in-house:

- Siting studies
- Inspection and supervision of exploratory programs
- Basis of design
- Complete engineering design
  - Hydrologic
  - Hydraulic
  - Structural
  - Geotechnical
  - Materials
- Hydroelectric power development
- Construction administration
- Special services
  - Emergency Action Plans (EAP) and dam failure analyses
  - Operation & Maintenance (O&M) manuals
  - Project permitting
  - Project start-up
  - Project performance monitoring
- Operation and construction

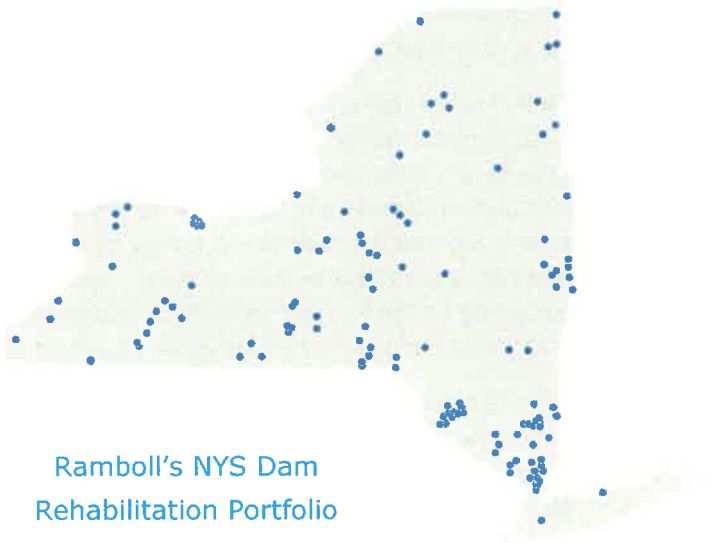
**Ramboll has been providing Dam Safety services for over 80 years**

## Dam Inspections

Since the inception of the National Dam Safety Program in the late 1970's, Ramboll has inspected several hundred dams and has performed design and construction phase services for rehabilitation of more than 100 dams. We have also developed dam safety programs for many of these owners, including preparation of engineering assessments (EA), emergency action plans (EAP), Inspection & Maintenance (I&M) Plans, periodic inspection and assessment reports, and development of capital improvement plans that allow for phased completion of the required program elements within the budget constraints of the Owner.

## Dam Rehabilitation

The majority of our dam design and construction projects have involved rehabilitation of existing structures. Ramboll has conducted exploratory programs, performed detailed investigations, developed remedial designs, and completed rehabilitation measures for more than 100 existing dams and reservoirs. The rehabilitation measures have included the following:



Ramboll's NYS Dam Rehabilitation Portfolio

- Structural spillway expansions
- Spillway expansions by means of crest gates or fusegates
- Surface treatment of concrete by means of high strength epoxy, preplaced aggregate concrete, and conventional concrete
- Subsurface grouting
- Installation of post-tensioned rock and soil anchors
- Addition of earth fill, rock fill, filter material, riprap, and RCC to provide stability and prevent erosion
- Stabilization by means of pin piles and steel sheet piling
- Installation of geotextiles and geomembranes
- Construction of slurry wall cut-offs
- Upgrading of outlet works
- Overtopping protection via RCC and Articulated Concrete Blocks (ACB)

## Related Services

Ramboll offers a variety of ancillary services related to dam design and rehabilitation, including:

- FERC Part 12D Inspections
- Safe yield and analyses
- Flood plain and insurance studies
- Flood damage surveys and evaluations
- Drainage and storm water management studies
- Siltation studies, including quantity of bottom sediments, volume of accumulated sediments, rates of accumulation; and impact on storage capacity, other surface water supplies, and watersheds
- Hydrographic surveys to characterize supply systems such as on-stream and off-stream reservoirs, surface water diversions, and wells
- Computer modeling to analyze available sources and future demand
- Vulnerability assessments
  - Structural

  - Security issues
  - Water supply protection
- Operations analyses, and development of best management practices to meet the various levels of drought, seasonal flow, and demand
- Non-structural and structural measures to limit peak discharges
- Erosion control and sediment transport analyses
- Environmental planning, impact studies, and permitting
- Levee inspection and design

## Capabilities of Firm

Ramboll has a dedicated Dams and Water Resources Division that addresses dam safety issues on a routine basis. Our dam engineering staff consists of:

- Hydrology/hydraulics
- Geotechnical
- Structural
- Site/civil engineering
- Mechanical and electrical engineering
- Environmental permitting
- Ecological sciences





This full range of capabilities provides us with the flexibility to address most technical issues that would arise on a dam safety project. Our staff uses a variety of software packages for analyzing dams including: HMR-51/52 and state-specific tools for establishing the Probable Maximum Precipitation; HEC-HMS for hydrologic/hydraulic analysis and development of Spillway Design Floods; HEC-RAS for downstream routing of the simulated floods from dam breach analyses and importing dam breach flood data directly into GIS-based inundation mapping; SLOPE-W and SEEP-W for slope stability and seepage analyses of earth embankments; and a variety of structural programs for evaluation of concrete gravity, arch, or buttress dams and spillway systems.

Ramboll provides a suite of technical services that includes investigation, permitting, design, construction, fabrication, and operation/maintenance (O&M) of engineered solutions. This life cycle capability allows us to leverage our staff and skills in construction and O&M into our engineering studies and designs to ensure that we prepare constructible, operable, and maintainable technical solutions for our clients.

# Services for the Town of Greece

## Greece, NY



Ramboll performed Engineering Assessments of the four dams. The scope of work for the projects included:

- Performing dam safety inspections
- Developing the Spillway Design Floods (SDF)
- Performing Dam Breach Analyses and Hazard Classification Assessments
- Managing subcontracted site surveys and subsurface investigations
- Performing Slope Stability Analyses
- Developing inundation maps
- Preparing Engineering Assessments
- Developing Emergency Action Plans and Inspection & Maintenance Plans

**Client | Reference**
Town of Greece
John Gauthier
Associate Engineer
(585) 723-2376
JGauthier@greeceny.gov

**Date of Project**
2008-2010, 2016

**Services Provided**
The Town of Greece owns and operates four regional stormwater facilities formed by the following dams:

- Round Pond Creek Dam (NYS ID No. 040-4241)
- English Road Dam (NYS ID No. 040-4294)
- Larking Creek Dam (NYS ID No. 040-4227)
- Maiden Lane Dam (NYS ID No. 040-4425)





# Central New York Dam Safety Program

## Central New York



**Client | Reference**
Dormitory County of the State of New York Organization
Karl Lankenau, PE
(518) 257-3724
KLankena@dasny.org

**Date of Project**
2012–2019

**Services Provided**
- Facility Planning: Inspections and preliminary studies
- Permits and approvals
- Engineering analysis & evaluation
- Design
- Engineering services during construction
  - Office engineering series
  - Construction inspection services
  - Construction contract administration

Through a contract with the Dormitory County of the State of New York (DASNY), Ramboll provided engineering services in support of dam safety projects in Central New York and the Adirondack Region as part of the New York Works program. Initial services included development of Inspection and Maintenance (I&M) Plans and Emergency Action Plans (EAPs), inspections, field investigations, and engineering assessments to identify remediation work needed to bring each dam into compliance with New York State Department of Environmental Conservation (NYSDEC) regulations for dam safety.

The dams included in the project were Bog River Dam, Lows Lake Dam, Oneida Hatchery Dam, Onondaga Dam, and Papish Pond Dam. The following services included in the scope of work were:

- Developed Spillway Design Floods (SDF), including delineation of contributing watersheds, estimation of watershed parameters, and development of inflow hydrographs. HEC-HMS was used to route inflow hydrographs and evaluate spillway capacity.
- Performed dam breach analyses and developed inundation maps using HEC-RAS. Downstream channel geometry was developed from available LiDAR data, field verification, and site survey.
- Performed incremental hazard evaluations that resulted in hazard classification reductions for three of the five dams.
- Performed dam safety inspections and engineering assessments, and prepared summary reports with evaluation of alternatives for proposed improvements and preliminary construction cost estimates.
- Developed Emergency Action Plans and Inspection & Maintenance Plans.

The project also included design, permitting, and construction administration services for three of the dams under separate phases of work. The Papish Pond Dam improvements included earth embankment regrading and replacement of the principal spillway and outlet works. The Oneida Hatchery Dam project included replacement of the steel sheet pile spillway and concrete outlet culvert through the roadway. Lows Lake Dam improvements included a reinforced concrete toe shear block with a micro pile foundation system and abutment overtopping protection.

# Broome County Dam Safety Program

## Binghamton, NY



**Client | Reference**
Broome County Department of Public Works
Ricky Torres, Assistant Engineer
(607) 778-2910
ricky.torres@broomecountyny.gov

**Date of Project**
2009–Ongoing

**Services Provided**
- Development of dam safety program
- Dam safety inspections
- Engineering assessments
- Risk assessment to prioritize dam improvement projects

Broome County owns 23 dams that are regulated by the New York State Department of Environmental Conservation (NYSDEC) Division of Water, Bureau of Flood Protection, Dam Safety Section.

Ramboll developed and implemented a comprehensive dam safety program to bring the dams into compliance with NYSDEC regulations for dam safety (6 NYCRR Part 673).

The dam safety program consisted of the following tasks:

- Verify the hazard classification of each dam
- Develop Emergency Action Plans (EAPs) for each dam (including dam breach analyses and inundation mapping)
- Review of NRCS Operation and Maintenance (O&M) Manuals for conformance with NYSDEC guidelines
- Perform Dam Safety Inspections and submit inspection reports
- Conduct Engineering Assessments (EAs) that include review of previous drawings, reports, and analyses to verify compliance with current regulations and dam safety standards

Ramboll conducted the initial rounds of EA's in 2010 - 2012 and recently completed the second round in accordance with NYSDEC regulations.

Ramboll was retained to evaluate the dam safety improvements recommended in each of the EA's and, through a risk assessment process, prioritize the dam safety projects.

Based on this prioritization, the County authorized Ramboll to proceed with further investigations for erosion protection of the Nanticoke Creek Site 9A emergency spillway. Construction of Ramboll's innovate spillway improvements system were completed in 2019. A similar approach for improvements to Nanticoke Creek Watershed Site 9C Dam was developed by Ramboll, with construction of the work completed in the Fall of 2023.

In addition to completing the second round of EA's, Ramboll is currently retained by the County to develop alternatives for Improvements to Nanticoke Creek Site 13 Dam as well as for the design and permitting of the selected alternative.

# 3. Personnel Qualifications & Experience

The following team is committed to delivery of this project. Resumes for each individual on the dam safety team can be provided as requested. Further, Ramboll has a long history of developing EAs in New York and this team is dedicated to working with the RENSCO in a collaborative environment to achieve project success.

| Name | Project Role |
|---|---|
| Ken Catino, PE | Project Officer |
| Brian Edwards | Project Manager |
| Bob Bowers, PE | QA/QC Manager |
| Dreher Whetstone, PE | Geotechnical Lead |
| Johan Anastad, PE | H&H Lead |
| Kevin Grim, PE | Project Engineer |
| James Quinn | Cost Estimator\Construction Manager |



Ken Catino, PE has an extensive resume of work experience from small privately owned impoundments to management of federal dam safety programs. Mr. Catino has a comprehensive skill-set to provide proficient and effective engineering and consulting services throughout the project development process. He has a proven record of successful large value contract management and execution throughout the northeast with clients such as New York State Department of Environmental Conservation (NYSDEC), Dormitory County of the State of New York (DASNY), New York City Department of Environmental Protection (NYCDEP), and Federal Emergency Management Agency (FEMA).



Brian Edwards has more than 25 years of engineering experience in the area of water resources engineering including pump station design, storage tank design, treatment plan design, hydraulic modeling, field testing, and evaluations/simulations. He is currently responsible for completing contract documents, reviewing schedule and cost of ongoing projects, and technical overview of projects. He also reviews completed work under his supervision; and conducts research and investigation for compiling written reports.



Bob Bowers, PE will serve as the QA/QC manager and has extensive experience with a variety of dam rehabilitation, reservoir management, and civil works projects. He has been involved with investigation and design of earth, rock fill, concrete/masonry and roller compacted concrete dams and has supervised numerous water resources projects, including riverine systems, canals, hydropower facilities, and flood protection. Mr. Bowers has direct responsibility for Ramboll's Dams and Water Resources Division, serves on the Advisory Committee for the Association of State Dam Safety Officials and the Embankment Dams Committee for the United States Society on Dams, and is an approved FERC Independent Consultant.



Dreher Whetstone, PE has extensive geotechnical and environmental engineering experience, including slope stability analyses, subsurface investigations, and seepage and settlement evaluations for earth dams, concrete/masonry dams and embankment systems. He has inspected numerous dams under a variety of dam safety programs, led the geotechnical specific design aspects of dam rehabilitation projects, and performed multiple slope stability and seepage analyses for dam safety assessments. Mr. Whetstone is a Project and Talent Manager with Ramboll and is a member of the USSD Embankment Dams Committee.



Johan Anastad, PE has professional experience in the areas of hydraulics, hydrology, spillway design flood (SDF) evaluations, dam failure analyses, emergency action plan (EAP) preparation, construction inspection, surveying and estimating. He has performed dam-related analysis and design and been involved in all elements of the construction process.



Kevin Grim, PE, a senior project engineer with Ramboll, has professional experience in hydrology, hydraulics, dam failure analyses, dam safety engineering, dam removal, and civil site design and other designs and calculations associated with dams and water resources projects.



James Quinn has extensive experience in the design, development, and construction management of complex civil engineering works, primarily on water resource infrastructure and marine facilities projects. He also has experience with general building and historic preservation, aviation, rail transit, roadway and bridge transportation projects. His experience includes safety plans and audits, quality control administration, site inspection, engineering design, constructability reviews, cost estimating, value engineering, scheduling, project management, payment requisitions, SBA and DBE compliance, failure investigations, and dispute resolutions. Mr. Quinn utilizes his experience in deep foundations; protection of excavations; temporary cofferdams and related control of water features; all aspects of heavy civil construction. He has performed engineered risk evaluations and developed cost-effective design solutions on a wide variety of dam and reservoir capital improvement and rehabilitation projects. His responsibilities include team selection and supervision of technical staff and subcontractors; and to ensure optimal performance on all critical project metrics: safety, quality, schedule, budget, client and stakeholder satisfaction.

# 4. Technical Understanding and Approach

## Project Understanding

The dam is regulated by NYSDEC and are currently classified as Class 'B' intermediate hazard dams. Dyken Pond Dam is located near Bucks Corners, Rensselaer County, New York. The Dam (NYSDEC # 244-1420) is owned and operated by the County.

**Ramboll has completed over 200 Engineering Assessments since the revised NYS Dam Safety regulations in 2012**

As existing Class 'B' dam, the dam is required to pass the 150% of the 100-Yr storm event as the Spillway Design Flood (SDF). It is essential that the principal spillway safely pass the SDF without causing the overtopping of the dam, the dam is considered non-compliant per New York State CRR Part 673 Dam Safety Regulations.

Per the 2019 NYSDEC periodic inspection a Condition Rating of "Unsound – More Analysis Needed" to the Dyken Pond Dam in accordance with 6 NYCRR Part 673.16. The Condition Rating is due to the dam lacking an engineering study demonstrating that it meets current Dam Safety criteria. The owner of a dam with a Condition Rating of "Unsound – More Analysis Needed" is in violation of ECL Article 15, Section 0507 and 6 NYCRR Part 673.16.

The NYSDEC usually allows forty-five (45) days from their letter for the owner to provide a written response with an update to the schedule of non-compliance tasks. Ramboll understand the scope of the RFP is to comply with the requirements presented in the inspection report, including: procuring a professional engineer, and to issue a response to recognized dam safety deficient analysis.

## Project Approach

The current RFP includes engineering assessments for Dyken Pond Dam. Ramboll has a long history of coordinating with the NYSDEC with successful rehabilitation and compliance as part of requirements of the New York State CRR Part 673 Dam Safety Regulations. After performing a site inspection of the impoundments, Ramboll will assess if there are any data gaps to complete the EA and meet the requirements of the 10-year engineering assessments. With proper operation and maintenance of the facility any new deficiencies would be noted and Ramboll would prepare recommendations and a schedule for repairs/monitoring. It is Ramboll's understanding that this assignment would address non-compliance concerns for the impoundment. Ramboll has proposed an initial meeting with NYSDEC to gain support to the project approach. Ramboll has provided a base bid for the EA's and allowance for ancillary topographic survey, subsurface investigations, and materials testing if NYSDEC deems necessary.

# Scope of Services

## Planning Phase

### Project Team Coordination, Records Review, and Data Acquisition

Ramboll will attend an in-person kickoff meeting at the RENSCO office with the RENSCO and project stakeholders to outline the overall project objectives, execution plan, and project schedule. Ramboll will provide minutes to all attendees within one week of the meeting.

Ramboll will gather the documents on file pertaining to the dams including the most recent inspection forms, photos, and supporting records related to the current hazard classification. Ramboll will review available engineering reports, design and construction documentation, inspection and maintenance plans, and determine adequacy of information to ascertain if the existing structure meets current dam safety requirements or if supplemental analysis is required.

Ramboll also proposes one meeting with NYSDEC to outline the scope of the assessments. Ramboll believes this early engagement with state regulators will help align the project objectives with NYSDEC expectations.

## Environmental Health and Safety

The Ramboll environmental specialists will conduct a desktop review of the site and the scope of any proposed safety improvements, and environmentally sensitive elements of the project will be identified. Should a particular site require a more detailed review, the professionals have the required specialty skills and can be deployed to conduct further assessments to confirm our environmental position. In our experience with dam projects, potential areas for in-depth reviews that may require further agency coordination include architectural history, archaeology, wetlands, threatened and endangered species, and hazardous materials.

## Establish Design Criteria

Based on the project data such as era of construction, influence of original dam owners and designers, and regional conditions that effect probable maximum flood (PMF) conditions, design criteria can vary within a state regulatory portfolio. The dam safety approaches and acceptable design criteria are a continuously improving process; which is why state regulators, such as NYSDEC, require periodic inspections and revisions to an owners "analysis of record." After Ramboll meets with the RENSCO and the NYSDEC Dam Safety Bureau, the project team will establish the project specific parameters for the hydrologic and hydraulic, slope stability, and seepage analysis criteria. As outlined in the NYSDEC dam safety guidelines, some of the federal drivers that influence the approach at the state level include:

- The United States Army Corps of Engineers (USACE)
- The United States Department of Agriculture, Natural Resources Conservation Services (NRCS)
- The United States Department of Energy, Federal Energy Regulatory Commission (FERC)
- The United States Department of Homeland Security, Federal Emergency Management Agency (FEMA)
- The United States Department of the Interior, Bureau of Reclamation (USBR)

# Investigation Phase

## Visual Inspections

The Ramboll inspections team will perform visual site inspections of the two dams to delineate the previous deficiencies and thoroughly document existing conditions relevant to dam safety. Appurtenant elements of the dam such as spillway, embankment, outlets, controls, instrumentation, and features

within inundation zones will be included in the inspection. Observations will be recorded in site-specific checklists that will be prepared by Ramboll and a photographic inventory will be included in the Inspection Reports.

Ramboll will perform a windshield survey and record the physical characteristics of the downstream watercourse to the anticipated limits of the study. The data collected will determine new developments, and for the inputs of subsequent HEC-RAS models.

Ramboll will facilitate inspections of the inlet structures where applicable and observe the RENSCO staff exercise valves/gates (if feasible) to confirm the ability to perform a controlled drawdown of the impoundment. Although not included in the scope of this work, if requested, Ramboll can perform underwater visual inspections with video log and evaluation of the findings.

## Geotechnical Investigation

If existing geotechnical data and associated analyses currently on record are considered inadequate or need to be updated, Ramboll will be responsible for conducting geotechnical test borings, logging soil samples, and evaluating geotechnical properties of subsurface materials via standard penetration testing and laboratory testing of select samples. Advancement of the test borings and performance of standard penetration testing will be conducted in accordance with the requirements of ASTM D1586, and if necessary, extraction of NX rock cores will be conducted in accordance with ASTM D2113. Based on review of existing geotechnical data, Ramboll will be responsible for identification of data gaps and development of a geotechnical investigation program tailored to collecting the needed data to support updated slope stability and seepage analyses.

Approximate borehole locations will be selected during subsurface investigation planning with final boring locations established in the field after a utilities survey has been conducted to verify no conflicts with existing underground utilities. For the purpose of this RFP, Ramboll has assumed four deep boreholes located at critical sections of the embankments to validate previously defined geotechnical assumptions or fill other data gaps and has included this as an allowance in the fee estimate.
A drilling inspector (engineer or geologist), with at least 8 years of experience, will observe all drilling and sampling activities and prepare legible, hand-written field boring logs. The soil samples will be visually classified according to Appendix F of EM 1110-1- 1804, Geotechnical Investigations, and the Unified Soil Classification System (USCS) (ASTM D2488), and care will be taken to identify strata breaks, and provide detailed descriptions of soil samples. Rock cores will be logged in a consistent manner, paying special attention to top of rock conditions, open bedding planes, and solution features. Recovery, RQD, and core water loss shall be noted on all boring logs. During coring, the holes will be taped after each run so that accurate assumption of core loss can be determined at the time the run is made. The inspector will communicate the subsurface conditions encountered to the technical points of contact, as required, or if unexpected or unusual conditions are encountered, including artesian flow or core losses greater than two feet in one run. After completion, all boreholes will be tremie grouted to the original ground surface using a cement-bentonite grout or bentonite hole-plug pellets.

## Materials Testing

Once drilling is complete, a laboratory assignment sheet will be developed and will include a list of all samples collected and contain the sample ID, type of sample, depth of the sample, and recovery of the sample with boxes or spaces to indicate the desired lab test. Draft boring logs reviewed by the inspector and the geotechnical engineer will be submitted along with the laboratory request sheet. Proposed laboratory testing as listed below.

This task has assumed a typical minimum testing program for each dam, the laboratory scope may include: particle size distribution analysis ASTM D 6913; Atterberg limits ASTM 4318; Direct Shear Test

ASTM D3080; Unconfined Compressive Strength ASTM D2166; and Moisture content ASTM D 2216. Additional test methods may be assigned depending on the character of the materials encountered.

## Topographic, Bathymetric, and Utility Surveying

Ramboll assumes that a topographic survey will not be required to complete the scope as outlined in the RFP or completed prior to submission of the inspection reports and within the AE submission timeline. If NYSDEC determines that a survey shall be conducted to support the impoundment specifications, engineering analysis, or determine finished floors of inundated structures for the hypothetical dam breach scenarios, Ramboll will facilitate the resolution of outstanding Ortho/Topographic data gaps. In this case, Ramboll will perform additional survey as required of the reservoir, impoundment, control works, downstream reach, major utility crossings, roads and bridges, culverts, design obstructions/restrictions, and commercial and residential properties under a separate authorization.

# Assessment Phase

## Hydrologic and Hydraulic Analysis (H&H)

Ramboll will first review any previous H&H studies and then if deemed inadequate, will conduct a hydrologic analysis of the contributing reservoir covers for each dam and evaluate the hydraulic capacity and overtopping potential of the existing spillway to pass the Spillway Design Flood (SDF). The H&H analysis will be conducted in accordance with the NYSDEC Dam Safety Regulations.

- Develop Upstream Watershed Model (Hydrologic)
  - Ramboll will gather rainfall data for geographic area encompassing dam and its upstream watershed.
  - Ramboll proposes the use of the rain-on-grid model to conduct the hydrologic modeling of the impoundment to determine the inflow hydrograph, route the inflow hydrograph through the dam to determine spillway and existing dam capacity.
- Develop Hydraulic Model (Hydraulic)
  - Ramboll will utilize the methodology in accordance with the NYSDEC Dam Safety Section and in accordance with the criteria set forth for the hydraulics study.
  - Combine data on dam, dam impoundment water body to route the appropriate design storm through the structure and downstream watercourse to develop hydraulic routing model in (USACE) HEC-RAS (steady state). Ramboll will calculate the impoundment drawdown capacity and evaluate the rapid drawdown scenario. Ramboll assumes the model will terminate when attenuation is reached or distance of one mile downstream unless otherwise directed by RENSCO.
  - Ramboll will develop hydrographs for design storms including percentages of the 100-year, and Probable Maximum Flood (PMF) storm events, as design criteria appropriate for the hazard classification.
- Perform a Sunny-Day Dam-Breach Analysis
  - Ramboll will conduct a dam breach analysis using the USACE (USACE) HEC-RAS models. Ramboll will determine which modes of failure are applicable to the dam and will determine the breach parameters based on NYSDEC Guidelines.
  - Ramboll will use USBR empirical and theoretical computational equations as appropriate for the Hazard Classification.
  - Ramboll will conduct breach analysis of the dam for "sunny day" condition (normal pool elevation).
  - Ramboll will develop inundation mapping to determine limits of maximum water surface impact for the "sunny day" breach.
  - Ramboll will identify which downstream structures would be impacted as a result of the breach.
- Perform a Storm-Day Dam Break Analysis
  - Ramboll will develop runoff hydrograph for the downstream watersheds. Ramboll will apply 100-yr, 24-hour storm flows to downstream contributing tributaries if applicable.
  - Ramboll will conduct a dam breach analysis for the SDF as the full PMF of the 100-year, 24-hour storm event).
  - Ramboll will evaluate the same storm scenario under a "no-breach" condition.
  - Ramboll will select the Incremental Design Flood (IDF). This is determined by finding the largest storm event breach and no-breach scenario that produces less than a two-foot difference in maximum water surface elevation downstream of the dam at locations of potential hazard.

## Slope Stability Analysis

Ramboll will review the existing embankment dam slope stability analysis on record, if available, to evaluate its adequacy and compliance with NYSDEC Guidelines. If data gaps or changed geotechnical conditions are identified, Ramboll will tailor a geotechnical investigation program to obtain the necessary data to support updated slope stability analysis. Ramboll will then conduct a slope stability analysis of the non-overflow embankment sections of the dam in accordance with NYSDEC Guidelines and calculate actual safety factors required by NYSDEC Guidelines.

Stability and liquefaction potential of the embankments will be evaluated at critical sections using soil, water level, and impoundment observations obtained as part of this assessment. This data will be used to establish soil shear strength properties, stratification and the geometry of the embankment, and foundation materials. The stability evaluations will be completed using the SLOPE/W and SEEP/W® software program (version 2023.1) developed by Geo-Slope International, Ltd. The design soil properties and strengths will be used in the 2D models of the embankments to analyze the load cases. Seepage analyses will be conducted to establish the pore water pressure profile (phreatic surface) through the embankment with calibration using available field instrumentation data. Ramboll will include in their report graphical depictions of the stability runs and seepage runs with the lowest factors of safety for each of the load cases discussed in EM 1110-2-1902. The depictions will show all pertinent data used in the analyses such as soil stratification, soil parameters, piezometric lines, failure circles, etc. Ramboll will also provide electronic SEEP/W and SLOPE/W data files of all configurations analyzed.

The load cases to be analyzed will be as defined by the USACE in Engineering Manual EM 1110-2-1902 – Slope Stability (2003). The USACE EM 1110-2-1902 loading conditions include: normal reservoir pool elevation with steady state seepage, maximum (or surcharge) storage reservoir pool elevation, sudden/partial drawdown of the reservoir from different pool elevations, and earthquake loading conditions. This standard provides target values for factors of safety under each load case.

Ramboll will provide an evaluation of results and feasible concepts for foundation improvements to address stability, erosion, and potential liquefaction concerns.

## Hazard Classification Review

Based on the previous Hydraulic modelling efforts and impacts to downstream structures, Ramboll will provide verification of the hazard class. Ramboll will follow the USBR ACER-11 Depth-Velocity flood danger relationship tables to evaluate results. This value proposition of the dam breach downstream impacts may reduce the long-term reporting and regulatory scrutiny by state regulators and ultimately reduce RENSCO operations costs.

# Reporting Phase

## Engineering Assessment

Ramboll will prepare an Engineering Assessment in accordance with the 1989 revisions to NYSDEC *Guidelines for the Design of Dams* and *DOW TOGS 3.1.4 – Guidance For Dam Engineering Assessment Reports;* the proposed subtasks may include the efforts below:

- A visual inspection report as described above.
- Summary of hydrologic, hydraulic, and model data development in a technical report.
- Findings of the Sunny-Day and Storm-Day breach and no-breach scenarios.
- Potential recommendation for a revision of the Hazard Classification.
- Include the determination/verification of the IDF, Spillway Design Flood (SDF), and an assessment of the existing spillway capacity.

- Include IDF Breach and No-Breach, and Sunny-Day events.
- If the existing spillway does not perform to the minimum dam safety conveyance requirements, provide recommendations for reconfiguring spillway to meet requirements will be provided.

If dam does not meet the slope stability or safety factor requirements of the regulations, provide recommendations for the dam to at a minimum meet regulatory compliance.

### Update of Inspection, Operations And Maintenance (IO&M) Plan

Ramboll will develop IO&M plan to bring the impoundment into regulatory compliance.

### Update of Emergency Action Plan (EAP)

Ramboll will develop the EAP to bring the impoundment into regulatory compliance.

## Client Responsibilities

Our team has reviewed the proposed schedule and understands the immediate action items are on the critical path. Ramboll assumes the RENSCO will be available during the site visit as outlined in the scope herein. Ramboll assumes the RENSCO review period of NYSDEC responses to the action items in the discovery meeting and the revised delivery documents can be completed within 14 calendar days of delivery. Our team assumes any progress or coordination meetings with the RENSCO during the course of the assignment can be accommodated via teleconference (Microsoft Teams).

## Deliverables

There will be several physical deliverables for the dam safety services required to successfully execute the project. The following are deemed necessary by Ramboll:

1. Visual Inspection Reports – Attachment to EA
2. Engineering Assessments – including computer files of any newly developed H&H models and stability models.
3. IO&M Plan
4. EAP

# 5. Schedule

Ramboll is prepared to begin work after receiving NTP. It is anticipated the initial assignment will take approximately 100 calendar days pending weather conditions and review times / coordination with RENSCO and NYSDEC. The following project milestones are proposed to meet the project deadlines.

| **Projected Project Schedule** | |
|---|---|
| NTP | Week of 6/30/25 |
| Visual Inspections | Week of 7/21/25 |
| Discovery Meeting with NYSDEC | Week of 7/28/25 |
| Draft EA | Week of 9/1/25 |
| Final EA | Week of 10/6/25 |

# 6. Compensation

The Ramboll Team proposes to provide the services described in this proposal for the fees presented below.

| Task | Basis | Estimated Quantity | Unit Billing Rate | Fee |
|---|---|---|---|---|
| **1 – Records Review** | Lump Sum | 1 | N/A | $ 1,600 |
| **2 – Onsite Inspection and Investigation** | Lump Sum | 1 | N/A | $ 3,215 |
| **3 – Engineering Review, Calculations, and Conclusions** | Lump Sum | 1 | N/A | $ 9,255 |
| **4 – Engineering Assessment Report Generation** | Lump Sum | 1 | N/A | $ 10,800 |
| **5 – Preparations of Dam Safety Inspection, Operation, and Maintenance Plan** | Lump Sum | 1 | N/A | $ 4,985 |
| **4 – Development of Emergency Action Plan** | Lump Sum | 1 | N/A | $ 9,655 |
| | | | **Base Bid Total** | **$ 36,810** |
| **Additional Services for Consideration** | | | | |
| • **Additional topographic survey (allowance, if needed)** | | | | TBD |
| • **Additional subsurface investigations (allowance, if needed)** | | | | TBD |
| • **Additional materials testing (allowance, if needed)** | | | | TBD |

This summary is supported by the detailed breakdown of estimated labor hours and fees provided on the following page. These fees are based on the scope of services included in the RFP, as well as the approach, clarifications and assumptions outlined herein.

Invoices will be prepared monthly, on the basis of hourly rates plus expenses, as applicable. Services performed as well as additional services requested by RENSCO will be invoiced at the hourly rates reflected in the schedule below; direct expenses and subcontracted technical services will be invoiced at cost (i.e., without markup).

| Staff Level/Classification | Hourly Billing Rate - Ramboll |
|---|---|
| **Project Officer (L9)** | $ 250 |
| **Project Manager 2 (L8)** | $ 225 |
| **Project Manager 1 (L7)** | $ 215 |
| **Engineer 3 (L6)** | $ 155 |
| **Engineer 2 (L5)** | $ 140 |
| **Engineer 1 (L4)** | $ 125 |
| **Technician or Administrative Assistant (L3)** | $ 110 |

## OFFICIAL PROPOSAL FORM

**RFP-25-19 - Engineering Services for Dyken Pond Dam Rensselaer County Highway Department**

**Engineering Services for the preparation of an Inspection and Maintenance Plan, Emergency Action Plan and an Engineering Assessment of the Dyken Pond Team, Towns of Berlin and Grafton, Rensselaer County, New York**

| BID FORM | | | |
|---|---|---|---|
| **SECTION** | **DESCRIPTION** | **UNIT** | **BID AMOUNT** |
| 1 | Records Review | 1 | $1,600 |
| 2 | On-site Engineering Inspection and Investigation | 1 | $3,215 |
| 3 | Engineering Review, Calculations, and Conclusions | 1 | $9,255 |
| 4 | Engineering Assessment Report Generation | 1 | $10,800 |
| 5 | Preparation of a Dam Safety Inspection & Maintenance Plan | 1 | $4,985 |
| 6 | Development of an Emergency Action Plan | 1 | $9,655 |
| | TOTAL BID AMOUNT | | $36,810 |

**Bidder** Ramboll Americas Engineering Solutions Inc. **Federal Tax ID:** 16-0980138

**Address** 33 W Washington St **City** Syracuse **State** NY **Zip** 13202

**Authorized Signature** **Print Name** Kenneth Catino

**Date** May 16, 2025 **Phone** 646-253-4920 **Fax**

**Email** kcatino@ramboll.com

**LOCAL LAW #2, 1992**
**CERTIFICATION of COMPLIANCE**

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

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

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

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

STATE OF NEW YORK

COUNTY OF RENSSELAER

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

**- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -**

Ramboll Americas Engineering Solutions Inc.
**( Name of Vendor/Company )**

Kenneth Catino, Project Officer, Dams & Waterfront
**( Person authorized to sign & Title )**

333 W Washington St
**( Street or Box Number )**

Syracuse, NY 13202
**( City, State, Zip Code )**

**( Authorized Signature )**

5 /16 /25
**(Date )**

**SUBMIT THIS FORM WITH YOUR PROPOSAL**

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**Via Email**

Joseph Teliska, PE
County Engineer
Rensselaer County
Department of Engineering and Highways
124 Bloomingrove Drive, Troy, NY 12180

RE: Additional Investigations and Analyses for Dyken Pond Dam

Dear Mr. Teliska,

July 29, 2026

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to provide Rensselaer County with this proposal for a change order for additional investigations and analyses for Dyken Pond Dam.

Ramboll recently completed a draft Engineering Assessment (EA) for Dyken Pond Dam. As part of the EA, Ramboll recommended Rensselaer County conduct additional investigations including a topographic survey of Dyken Pond Dam, as well as the three saddle dikes; a subsurface investigation to better establish stability parameters; and an underwater inspection of the upstream sheetpile face of the dam.

Ramboll
PENN 1 - Suite 1822
250 West 34th Street
New York, NY 10119
https://ramboll.com

Ref 1940107940

Rensselaer County subsequently requested this proposal to conduct the additional investigations and to update the EA accordingly, prior to submission to the New York Department of Environmental Conservation Dam Safety Section.

**Task 1 – Field Investigations**

Task 1.1 Topographic Survey
Ramboll will retain Control Point Associates Inc., PC (Control Point) to conduct a topographic survey of Dyken Pond Dam and the three saddle dikes.

The survey will establish the correct dam crest elevations for use in the hydraulic models, as well as dimensions for use in the updated stability analyses.

Ramboll will conduct a virtual kickoff meeting with Control Point and Rensselaer County but will not accompany the surveyor in the field.

Task 1.2 Subsurface Investigation
Ramboll will retain Parratt-Wolff, Inc. to provide geotechnical investigation services, including up to three (3) cores through the dam. The results of the investigation will be used to establish engineering parameters for updating the stability analyses presented in the Engineering Assessment.

The investigation will include coring through the masonry dam, as well as continuous soil sampling of the foundation soils beneath the dam to termination depths of up to 40 feet. The drilling will be accomplished using a track-mounted Geoprobe drilling rig. Given the difficult access to the southern section of dam crest, which would require a crane, only the northern section of the dam will be drilled. Ramboll will provide full-time on-site oversight by a geotechnical engineer, who will observe and coordinate the field activities.

This activity is expected to require up to five (5) workdays of field effort including drilling rig access, setup on the dam, concrete coring, foundation drilling, and associated sampling activities. Selected soil and masonry samples, where deemed appropriate, will be lab-tested for characterization and strength properties.

Task 1.3 Underwater Inspection

Ramboll will retain Seaway Diving and Salvage Co., Inc. to conduct an underwater (diving) inspection of the sheetpile upstream face of Dyken Pond Dam and exterior of the low-level outlet tower. The inspection will allow for observation of the condition of the sheetpile face conditions, without requiring lowering of the reservoir. Ramboll will provide full-time on-site oversight during the inspection, which is expected to last one (1) day of field effort.

**Task 2 – Analyses and EA Updates**

Using the results of the investigations performed in Task 1, Ramboll will make the following updates to the EA and associated analyses:

- Revise the hydrologic and hydraulic modeling based on the updated survey data and re-run the models and incorporate the findings into Section 6.
- Review and Prepare test boring logs and identify subsurface profile and engineering properties based on field inspection and laboratory testing. Then, perform a structural stability assessment incorporating dam and subsurface data and include the findings in Section 8.
- Update Section 5 incorporating findings from the underwater inspection regarding the condition of the sheetpile upstream face and exterior of the low-level outlet tower.
- Update Section 10 by removing, adding, and revising recommendations as necessary based on the findings of the investigations and subsequent analyses.

**PROJECT ASSUMPTIONS**

Ramboll made the assumptions listed below to develop our estimated project fee. If additional effort is required, Ramboll will discuss with Rensselaer County how to proceed, with the understanding that additional funding may be required.

- Two (2) in-person events will include Ramboll coverage during the subsurface investigation and diving inspection. Additional site visits or on-site meetings are not included in this scope.
- Ramboll will conduct one (1) conference call with Rensselaer County to discuss findings of the investigations and updates to the EA report.
- The survey kickoff meeting will be conducted virtually.

- The EA report will include one (1) round of revisions and does not include revisions requested by state regulators.

**SCHEDULE and DELIVERABLES**

**Task 1:** Ramboll will notify subcontractors within 1 week of acceptance of this proposal by Rensselaer County to schedule their respective investigations, understanding the time to complete will be dependent on their workloads and could be variable. We anticipate the diving inspection and survey can be completed within 4 to 6 weeks of Notice to Proceed. Please note, specialized drilling contractors like Parratt Wolff can sometimes have longer wait times.

**Task 2:** Ramboll will complete the updated hydrologic and hydraulic modeling with 4 weeks of completion of the survey. Additional report updates, except for analyses requiring subsurface data will be completed during the same time. Analyses based on the subsurface data will be completed within 4 weeks of receipt of boring logs and any lab testing on samples.

The expected duration to complete the scope of work is about 16 – 20 weeks from Notice to Proceed. The final deliverable will include the updated EA report, subsurface investigation memo, and three (3) physical copies of the survey.

**FEE PROPOSAL**

Ramboll proposes to perform the above tasks for a Lump Sum amount of $93,800 as a change order to the existing contract. Invoicing will be monthly, based on estimated percent complete for each task.

| | |
|---|---|
| Task 1 – Field Investigations | |
| Topographic Survey | $12,600 |
| Geotechnical Investigation | $39,300 |
| Diving Inspection | $ 8,100 |
| Engineering Support Time | $ 8,900 |
| Task 2 – Analyses and EA Updates | $24,900 |
| TOTAL FEE: | $93,800 |

Should this proposal and attached Standard Service Terms and Conditions be acceptable to Rensselaer County, please execute below and return a copy to the undersigned. Your signature constitutes agreement to the attached Terms and Conditions and authorization to proceed with the work. If you have any questions about our proposal, please contact the undersigned.

Yours sincerely,

**Ken Catino, PE**
Project Officer
Water Infrastructure and Climate Adaptation

D +1 (917) 690 6221
Email kcatino@ramboll.com

Organization: _____

Name: _____

Signature: _____

Date: _____

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/16

**RESOLUTION AUTHORIZING CONTRACTS WITH VARIOUS MUNICIPALITIES FOR SNOW AND ICE REMOVAL – HIGHWAY DEPARTMENT**

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

**WHEREAS,** The County of Rensselaer has historically contracted with a number of Towns for snow plowing, salting, and sand application on various segments of County roads; and

**WHEREAS,** The Rensselaer County Engineer has recommended the execution of similar agreements with the Towns of Brunswick, East Greenbush, Petersburgh, Poestenkill, Schaghticoke and Schodack; and

**WHEREAS,** The Highway Department seeks Legislative approval to enter into agreements with the various County Municipalities noted above for snow and ice removal for the period of October 1, 2026 through April 30, 2027; and

**WHEREAS,** Payments made to these County Municipalities under the terms of these agreements shall be paid from the Highway Department's operating budget code D.5142.04800, to a maximum total expenditure of $70,000.00; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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: Snow and Ice Agreement

Requested by:_____HIGHWAY DEPARTMENT_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$__35,000.00_ current year
$__35,000.00_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 $___35,000.00___ and ongoing $___35,000.00___

   e) Other (please explain) $_____

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

4) Length of expense or project (one time only, ongoing, etc.):Snow and Ice agreement will be in effect October 1, 2026 thru April 30, 2027

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: It is labor-cost and traffic-safety effective to designate short county road sections that are already traversed by town highway plows trucks to engage in plow operations of these county roads segments

Department Head:

_____

# RENSSELAER COUNTY DEPARTMENT of ENGINEERING and HIGHWAYS

**Steven F. McLaughlin**
**County Executive**

**W. Joseph Teliska, P.E.**
**County Engineer**

## 2026-2027 SNOW & ICE AGREEMENTS

### SNOW & ICE AGREEMENT
### TOWN OF BRUNSWICK
SCHEDULE "A"

| CR # | ROAD NAME | DESCRIPTION | MILEAGE |
|---|---|---|---|
| 135 | TOWN OFFICE ROAD | FROM NYS RTE 7 TO CR # 134 | 1.608 |
| 141 | SOUTH LAKE AVE. | CITY LINE AT NYS RTE 2 TO CITY LINE ON SOUTH LAKE AVE. | 0.563 |
| 144 | NORTH LAKE AVE. | CITY LINE TO NYS RTE 142 | 2.530 |
| | | TOTAL | 4.701 |

### SNOW & ICE AGREEMENT
### TOWN OF EAST GREENBUSH
SCHEDULE "A"

| CR # | ROAD NAME | DESCRIPTION | MILEAGE |
|---|---|---|---|
| 57 | PHILLIPS ROAD | FROM CR # 58 TO NYS RTE # 9&20 | 1.40 |
| 59 | SHERWOOD AVE. | FROM NYS RTE # 151 TO NYS RTE # 9&20 0.70 | |
| 60 | HAMPTON AVE. | FROM NYS RTE # 9&20 TO NYS RTE # 51 | 1.20 |
| 63 | OLD RED MILL RD. | FROM NYS RTE # 151 TO RENSSELAER CITY LINE | 0.30 |
| | | TOTAL | 3.60 |

**SNOW & ICE AGREEMENT**
**TOWN OF POESTENKILL**

SCHEDULE "A"

| CR # | ROAD NAME | DESCRIPTION | MILEAGE |
|---|---|---|---|
| 40 | PLANK ROAD | FROM NYS RTE 351 TO CR RTE # 79 | 1.50 |
| | | TOTAL | 1.50 |

**SNOW & ICE AGREEMENT**
**TOWN OF PETERSBURG**
SCHEDULE "A"

| CR # | ROAD NAME | DESCRIPTION | MILEAGE |
|---|---|---|---|
| 91 | EAST HOLLOW RD. | FROM NYS RTE 2 TO NYS RTE 2 | 2.144 |
| 92 | HILLS HOLLOW & | FROM NYS RTE 2 TO DAYFOOT ROAD NYS RTE 2 | 1.145 |
| 94 | DILL BROOK ROAD | FROM NYS RTE 2 TO NYS RTE 2 | 1.632 |
| | | TOTAL | 4.921 |

**SNOW & ICE AGREEMENT**
**TOWN OF SCHODACK**
SCHEDULE "A"

| CR # | ROAD NAME | DESCRIPTION | MILEAGE |
|---|---|---|---|
| 8 | STONEY POINT RD. | NYS RTE 9J TO WESTERN ROAD | 1.50 |
| | | TOTAL | 1.50 |

**SNOW & ICE AGREEMENT**
**TOWN OF SCHAGHTICOKE**
SCHEDULE "A"

| CR # | ROAD NAME | DESCRIPTION | MILEAGE |
|---|---|---|---|
| 116 | OIL MILL HILL | FROM RTE 40 TO CITY LINE | 0.263 |
| 124 | NEW TURNPIKE RD. | TROY CITY LINE TO DEAD-END | 0.585 |
| 127 | RIVER ROAD | TROY CITY LINE TO TOWN ROAD | 0.820 |
| | | TOTAL | 1.941 |

**Rensselaer County**
**And**
**Town of**
**Schaghticoke**

This Service Agreement ("Agreement") made on the date set forth below between **Rensselaer County** located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Schaghticoke** located at 290 Northline Drive, Melrose, New York 12121, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

**WHEREAS**, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

**WHEREAS**, Resolution Number **G-_____-26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

| **CR #** | **Road Name** | **Description** | **Mileage** |
|---|---|---|---|
| 116 | Oil Mill Hill | From Route 40 to City Line | 0.263 |
| 124 | New Turnpike Road | Troy City Line to Dead-End | 0.585 |
| 127 | River Road | Troy City Line to Town Road | 0.820 |
| | | **Total** | 1.941 |

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

**2. TERM OF CONTRACT**

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

**3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

**4. AMENDMENTS**

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

**5. CERTIFICATES OF INSURANCE**

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

**6. LIABILITY**

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

**7. VENUE**

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

**8. EXECUTORY NATURE OF CONTRACT**

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

**9. TERMINATION**

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

10. **FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE** Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

**11. ENTIRE AGREEMENT**

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

**Rensselaer County**
**And**
**Town of Petersburgh**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Petersburgh** located at PO Box 125, Petersburgh, New York 12138, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Vendor, as weather dictates, plows and sands local roads; and

**WHEREAS**, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

**WHEREAS**, Resolution Number **G- -26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

| CR # | Road Name | Description | Mileage |
|---|---|---|---|
| 91 | East Hollow Road | From NYS Route 2 to NYS Route 2 | 2.144 |
| 92 | Hills Hollow & Dayfoot Road | From NYS Route 2 to NYS Route 2 | 1.145 |
| 94 | Dill Brook Road | From NYS Route 2 to NYS Route 2 | 1.632 |
| | | **Total** | 4.921 |

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

**2. TERM OF CONTRACT**

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

**3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

**4. AMENDMENTS**

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

**5. CERTIFICATES OF INSURANCE**

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

**6. LIABILITY**

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

**7. VENUE**

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

**8. EXECUTORY NATURE OF CONTRACT**

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

**9. TERMINATION**

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

**10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

**11. ENTIRE AGREEMENT**

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

**Rensselaer County**
**And**
**Town of Schodack**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Schodack** located at 265 Schuurman Road, Castleton, New York 12033, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

**WHEREAS**, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

**WHEREAS**, Resolution Number **G- -26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

| CR # | Road Name | Description | Mileage |
|---|---|---|---|
| 8 | Stoney Point Road | NYS Route 9J to Western Road | 1.50 |
| | | **Total** | 1.50 |

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

**2. TERM OF CONTRACT**

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

**3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

**4. AMENDMENTS**

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

**5. CERTIFICATES OF INSURANCE**

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

**6. LIABILITY**

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

**7. VENUE**

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

**8. EXECUTORY NATURE OF CONTRACT**

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

**9. TERMINATION**

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

**10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

**11. ENTIRE AGREEMENT**

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

**Rensselaer County**
**And**
**Town of Brunswick**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Brunswick** located at 336 Town Office Road, Troy, New York 12180, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Vendor, as weather dictates, plows and sands roads in its jurisdiction; and

**WHEREAS**, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

**WHEREAS**, Resolution Number **G- 26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

| CR # | Road Name | Description | Mileage |
|---|---|---|---|
| 135 | Town Office Road | From NYS Route 7 to County Route 134 | 1.608 |
| 141 | South Lake Avenue | City Line at NYS Route 2 to City Line on South Lake Avenue | 0.563 |
| 144 | North Lake Avenue | City Line to NYS Route 142 | 2.530 |
| | | **Total** | 4.701 |

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

**2. TERM OF CONTRACT**

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

**3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$ or the Term of this Agreement**. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

**4. AMENDMENTS**

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

**5. CERTIFICATES OF INSURANCE**

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

**6. LIABILITY**

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

**7. VENUE**

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

**8. EXECUTORY NATURE OF CONTRACT**

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

**9. TERMINATION**

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

**10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

**11. ENTIRE AGREEMENT**

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

Rensselaer County
And
Town of East Greenbush

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of East Greenbush** located at 225 Columbia Turnpike, Rensselaer, New York 12144, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

**WHEREAS**, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

**WHEREAS**, Resolution Number **G- 26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

| CR # | Road Name | Description | Mileage |
|---|---|---|---|
| 57 | Phillips Road | From County Road 58 to NYS Route 9 & 20 | 1.40 |
| 59 | Sherwood Avenue | From NYS Route 151 to NYS Route 9 & 20 | 0.70 |
| 60 | Hampton Avenue | From NYS Route 9 & 20 to NYS Route 151 | 1.20 |
| 63 | Old Red Mill Road | From NYS Route 151 to Rensselaer County Line | 0.30 |
| | | **Total** | 3.60 |

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

**2. TERM OF CONTRACT**

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

**3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

4. AMENDMENTS

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

**5. CERTIFICATES OF INSURANCE**

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

**6. LIABILITY**

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

**7. VENUE**

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

**8. EXECUTORY NATURE OF CONTRACT**

Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods,

labor or services to be furnished by vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to vendor.

**9. TERMINATION**

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

10. **FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**
Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

**11. ENTIRE AGREEMENT**

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

**Rensselaer County**
**And**
**Town of Poestenkill**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and **Town of Poestenkill** located at 38 Davis Drive, Poestenkill, New York 12140, hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Vendor, as weather dictates, plows and sands local roads in its jurisdiction; and

**WHEREAS**, the County seeks to have the Vendor plow and sand certain roads in its jurisdiction; and

**WHEREAS**, Resolution Number **G- 26** of the Rensselaer County Legislature authorized an Agreement with the Vendor;

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

The Vendor agrees to provide all snow plowing and sanding services on an as needed basis to the following roads:

| CR # | Road Name | Description | Mileage |
|---|---|---|---|
| 40 | Plank Road | From NYS Route 351 to County Route 79 | 1.50 |
| | | **Total** | 1.50 |

The County agrees that it shall not unreasonably interfere with the Town's attempts to safely plow the roads.

**2. TERM OF CONTRACT**

This Agreement shall commence on **October 1, 2025** and shall terminate on **April 30, 2026.**

**3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor a sum not to exceed **$**_____ for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

**4. AMENDMENTS**

This agreement may be modified or amended only in writing and duly executed by both Parties. Any modification or amendment shall be attached to and become part of

this Agreement. All notices concerning this Agreement shall be delivered in writing to the Parties.

**5. CERTIFICATES OF INSURANCE**

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

**6. LIABILITY**

Except as provided hereinafter, The County shall be responsible for any loss with respect to any tort claim arising from or occasioned by the manner of performance of the functions under this Agreement, provided, however, that the Vendor shall, within ten (10) days, notify the County of any action, proceeding, claim or demand arising hereunder. The County shall, at its option, either elect to defend any action brought against the Vendor or call upon the Vendor to defend such action. In the event that the Vendor defends the action the County shall reimburse the Vendor for all necessary expenses including litigation expenses incurred by the Vendor. In no event shall the County be obligated to defend or indemnify the Vendor, or any insurer thereof, in any action, proceeding, claim or demand arising out of the actual operation of a Vendor owned or operator vehicle, whether such vehicle shall be insured or subject to self- insurance, while engaged in the operation of snow and ice control functions under this Agreement.

**7. VENUE**

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

**8. EXECUTORY NATURE OF CONTRACT**

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

**9. TERMINATION**

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

**10. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

**11. ENTIRE AGREEMENT**

This Agreement, and any documents referred to in it, constitute the whole Agreement between the Parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover. Each of the Parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

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

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/17

**RESOLUTION AUTHORIZING AN AGREEMENT WITH WORKPLACE SAFETY CONSULTANTS D/B/A WORKPLACE SCREENING CENTERS FOR OCCUPATIONAL HEALTH SERVICES – HIGHWAY DEPARTMENT**

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

**WHEREAS,** The Highway Department ("Department") requires occupational health services for all non-administrative employees, including but not limited to, Federally mandated drug and alcohol testing, pre-employment exams, annual audiograms and after-hours drug and alcohol exams; and

**WHEREAS,** The Department received quotes for such services from qualified contractors, with Workplace Safety Consultants d/b/a Workplace Screening Centers, 1764 US 9 #1119, Clifton Park, New York 12065 providing the most advantageous quote; and

**WHEREAS,** The Department seeks Legislative approval to enter into a two-year agreement with Workplace Safety Consultants, who will provide occupational health services, beginning January 1, 2027 through December 31, 2028 at a cost not to exceed $11,230.00; and

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

| DESCRIPTION | VENDOR | APPROPRIATION CODE | AMOUNT |
|---|---|---|---|
| Occupational Health Services 1/1/2027 – 12/31/2028 | Workplace Safety Consultants DBA: Workplace Screening Centers 1764 US 9 #1119 Clifton Park, N.Y. 12065 | D.5110.04900 | 2027 - $5,615.00<br>2028 - $5,615.00<br>Total $11,230.00 |

; 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:**
**Nays:**
**Abstain:**
**November 10, 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: Drug and Alcohol Testing
Requested by:_____HIGHWAY DEPARTMENT _____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$____5615.00_____ current year
$___5615.00__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 $____5615.00_____ and ongoing $_____5615.00____

   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.): Two (2) year contract.

Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: this is a two (2) year contract for federally mandated random drug and alcohol testing of our employees, as well as post accident testing. This contract will also include contractually required audio-grams and pre-employment exams.

Department Head:

_____

RFQ – Alcohol and Substance Abuse Testing Including Audiogram Testing

| Service | 1st Year | 2nd year |
|---|---|---|
| **Urine Drug Collection with Results** | Each $ 105.00 | Each $ 110.00 |
| *Given 4 times per year to cover required # of employees (Approximately 50) (50% = 25 employees)* | Total $ 2,625 | Total $ 2,750 |

| Service | 1st Year | 2nd year |
|---|---|---|
| **New-Hire Drug & Alcohol Test** | Each $ 105.00 - drug 65.00 - BA | Each $ 110.00 - drug 70.00 - BA |
| *(Four tests per year estimate)* | Total $ 680.00 | Total $ 720.00 |

| Service | 1st Year | 2nd year |
|---|---|---|
| **Post Drug & Alcohol Test** | Each $ 105.00 - drug 65.00 - BA | Each $ 110.00 - drug 70.00 - BA |
| *(One test per year estimate)* | Total $ 170.00 | Total $ 180.00 |

| Service | 1st Year | 2nd year |
|---|---|---|
| **Alcohol Breath Test** | Each $ 65.00 | Each $ 70.00 |
| *(Required 10% = 5 employees)* | Total $ 325.00 | Total $ 350.00 |

N/A prefer to be in, until employee comes in for testing.

| Service | 1st Year | 2nd year |
|---|---|---|
| **Random Pool Set-up Fee** | $ — | $ — |

| Service | 1st Year | 2nd Year |
|---|---|---|

| | | |
|---|---|---|
| **Audiogram** | **Each $** 65.00 | **Each $** 70.00 |
| *(Approximately 50 Employees) (annual)* | **Total $** 3250.00 | **Total $** 3500.00 |

| **Service** | **1st Year** | **2nd year** |
|---|---|---|
| **Any annual fees** | **$** – | **$** – |
| *Purpose:* _____ _____ | | |

n/a
no onsite.

| **Service** | **1st Year** | **2nd year** |
|---|---|---|
| **On-Site Fee** | **Each $** – | **Each $** – |
| *(For random tests given at Highway Department)* | **Total $** – | **Total $** – |

***If cost is included in cost of test, are there any restrictions to mileage or time and what are they? Include any additional fees if restrictions are exceeded.*** _____

**Total Year 1** **$** 7,050

**Total Year 2** **$** 7500

**Grand Total** **$** 14,550

## REQUIRED SERVICES TO BE PROVIDED UNDER THIS PROPOSAL

| Service | 1st Year | 2nd year |
|---|---|---|
| **Urine Drug Collection with Results** | Each $ 85.00 | Each $ 90.00 |
| *Given 4 times per year to cover required # of employees (Approximately 50) (50% = 25 employees)* | Total $ 2,125 | Total $ 2250 |

| Service | 1st Year | 2nd year |
|---|---|---|
| **New-Hire Drug & Alcohol Test** | Each $ 124.00 | Each $ 129.00 |
| *(Four tests per year estimate)* | Total $ 496 | Total $ 516 |

| Service | 1st Year | 2nd year |
|---|---|---|
| **Post Drug & Alcohol Test** | Each $ 124.00 | Each $ 129.00 |
| *(One test per year estimate)* | Total $ 124.00 | Total $ 129 00 |

| Service | 1st Year | 2nd year |
|---|---|---|
| **Alcohol Breath Test** | Each $ 39.00 | Each $ 39 00 |
| *(Required 10% = 5 employees)* | Total $ 195 | Total $ 195 |

| Service | 1st Year | 2nd year |
|---|---|---|
| **Random Pool Set-up Fee** | $ NONE | $ NONE |

| Service | 1st Year | 2nd Year |
|---|---|---|
| **Audiogram** | Each $ 45.00 | Each $ 45.00 |
| *(Approximately 50 Employees) (annual)* | Total $ 2250 | Total $ 2250 |

| Service | 1st Year | 2nd year |
|---|---|---|
| **Any annual fees** | $ 275.00 | $ 2750 |
| *Purpose:* less 24 notice for PA, RS, RC | | |

| Service | 1st Year | 2nd year |
|---|---|---|
| **On-Site Fee** | Each $ NONE | Each $ NONE |
| *(For random tests given at Highway Department)* | Total $ _____ | Total $ _____ |

***If cost is included in cost of test, are there any restrictions to mileage or time and what are they? Include any additional fees if restrictions are exceeded.*** _____

**Total Year 1** $ 5615

**Total Year 2** $ 5615

**Grand Total** $ 11,230

Waite time after 1st hour 30.00

Direct Observation 50.00

**Rensselaer County**
**And**
**Workplace Safety Consultants dba Workplace Screening Centers**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County on behalf of the Highway Department, with a principal place of business at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and Workplace Safety Consultants dba Workplace Screening Centers, with a principal place of business at 1764 Rt. 9 #1112, Clifton Park, New York 12065 hereinafter called the "Vendor." County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, the Vendor is engaged in the business of performing alcohol and drug testing; and

**WHEREAS**, the County seeks to satisfy its federal mandated alcohol and drug testing needed for all drivers having a CDL License; and

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

Vendor agrees to provide health services to include, but are not limited to, federally mandated alcohol and drug testing, pre-employment exams, annual audio grams and after hours drug exams for all non-administrative employees.

**2. TERM OF CONTRACT**

This Agreement shall commence on **January 1, 2027** and shall terminate on **December 31, 2028**.

**3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor the fees and costs set forth on **Schedule 1**, a sum not to exceed **$12,000.00** for the Term of this Agreement. Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

**4. AMENDMENTS**

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

**5. CERTIFICATES OF INSURANCE**

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

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

**6. INDEMNIFICATION**

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

**7. VENUE**

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

**8. EXECUTORY NATURE OF CONTRACT**

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

**9. CORPORATE COMPLIANCE**

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

a. The General Services Administration’s Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service’s Office of the Inspector General’s List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health’s Office of the Medicaid Inspector General’s list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

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

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

**10. TERMINATION**

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

**11. FORCE MAJEURE**

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

**12. NON-DISCRIMINATION**

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

**13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

**14. DISCLOSURE**

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

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

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

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

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

**15. ENTIRE AGREEMENT**

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

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

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

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Patire, Zalewski

**Sent To:** Personnel **Committee** **Date** November 10, 2026

**Resolution No.** G/18

**RESOLUTION AUTHORIZING THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD'S ACCEPTANCE OF FEDERAL WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FUNDS FROM THE SARATOGA-WARREN-WASHINGTON WORKFORCE DEVELOPMENT BOARD, AUTHORIZING A CONSULTING AGREEMENT, AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF EMPLOYMENT AND TRAINING**

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

**WHEREAS,** The Capital Region Workforce Development Board ("CRWDB") is in receipt of Federal Workforce Innovation and Opportunity Act ("WIOA") Funds from the Saratoga-Warren-Washington Workforce Development Board ("SWW WBD") in the amount of $9,000.00 for the purpose of providing consulting services to the SWW WBD; and

**WHEREAS,** The SWW WBD seeks to enter into a consulting agreement with the CRWBD to provide support to the Saratoga-Warren-Washington Local Workforce Development Area for outcomes for WIOA administration, compliance, operations and fiscal support, and collaboration on conveying regional partnerships; and

**WHEREAS,** The consulting agreement shall be at a rate of $150.00/hour at a maximum of 20 hours/month for the period of October 1, 2026 through June 30, 2027; and

**WHEREAS,** 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, therefore, be it

**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; and, be it further

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

## 2026 GENERAL FUND REVENUE

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| CD.6291.47906.EMPLOY.MISC.2026 | $602,087.00 | $9,000.00 | $611,087.00 |

## 2026 GENERAL FUND APPROPRIATIONS

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| CD.6291.04700 Program Expenditures | $360,669.00 | $9,000.00 | $369,669.00 |

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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 for the Capital Region Workforce Development Board's Acceptance of Federal WIOA Funds from the SWW WDB & Saratoga County for Workforce Governance and Amending the 2021

Requested by: Department of Employment & Training

Sponsor(s):_____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 9,000.00 REVENUE current year
_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): 100% Federal Funds

   a) For federal funding: amount $ 9,000.00 and length of time federal funding is available 10/1/26 - 6/30/27. Is it available for ongoing expenses? Yes X or No _____

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

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

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

   e) Other (please explain) $_____

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

4) Length of expense or project (one time only, ongoing, etc.): Approx $3,000.00 per month Revenue to be rece

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Capital Region Workforce Development Board is seeking to enter into a consulting agreement with the Saratoga Warren Washington Local Workforce Development Area to provide support for outcomes for WIOA Administration, compliance, operations and fiscal support, and collaboration on conveying regional partnerships. This agreement shall be at the rate of $150.00 per hour for no more than 20 hours of service per month. Equating to additional revenue of approximately $3,000.00 per month.

Department Head

Jessica Eckert, Commissioner

CONTRACT

THIS AGREEMENT, BY AND BETWEEN

**PARTY "A" - COUNTY OF SARATOGA**, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020 (COUNTY),

**PARTY "B" – SARATOGA-WARREN-WASHINGTON WORKFORCE DEVELOPMENT BOARD**, a "local workforce development board" empowered by 29 USCS §3122, with offices located at 333 Glen Street, Suite 2L, Glens Falls, NY 12801 (SWW WDB),

-and-

**PARTY "C" - COUNTY OF RENSSELAER**, with an address at 99 Troy Road, East Greenbush, New York 37027 (CONTRACTOR),

**PARTY "D" – CAPITAL REGION WORKFORCE DEVELOPMENT BOARD**, a "local workforce development board" empowered by 29 USCS §3122, with offices located at 80 Vandenburgh Ave, CTR165, Troy, NY 12180 (CR WDB),

RECITALS:

WHEREAS, the Saratoga-Warren-Washington Workforce Development Board (SWW WDB) is an organization created and empowered pursuant to the Workforce Innovation and Opportunities Act (WIOA) to implement WIOA programs in the Counties of Saratoga, Warren, and Washington; and

WHEREAS, the County of Saratoga serves as the Grant Recipient and Fiscal Agent through which funds are received or paid out by the SWW WDB; and

WHEREAS, the SWW WDB requires the consulting services of personnel experienced in the operations of Regional Workforce Development Boards; and

WHEREAS, the Capital Region Workforce Development Board (CR WDB), an organization created and empowered pursuant to WIOA to implement WIOA programs in the Workforce Development Area encompassing Albany, Rensselaer, and Schenectady Counties, has agreed to provide such consulting services under certain terms; and

WHEREAS, the County of Rensselaer is the Grant Recipient and Fiscal Agent through which funds are received or paid out by the CR WDB; and

DRAFT

NOW, THEREFORE, the parties agree that:

1. TERM OF AGREEMENT: The Agreement shall commence October 1, 2026 and shall continue through June 30, 2027.

2. SERVICES: CR WDB will provide consulting support on behalf of SWW WDB as directed by SWW WDB Executive Director or the SWW WDB Chairperson. Said consulting support can include work outcomes for WIOA administration, compliance, operations support, fiscal support, career center management support, and collaboration on conveying regional partnerships. CR WDB is to perform no more than twenty hours of such services per month.

3. CONTRACT SUM AND PAYMENT: COUNTY, as Grant Recipient and Fiscal Agent for SWW WDB, shall pay CONTRACTOR, as CR WDB's Grant Recipient and Fiscal Agent, for services performed by CR WDB pursuant to this contract. COUNTY shall pay CONTRACTOR at a rate of one-hundred and fifty dollars ($150.00) per hour for consulting services performed by CR WDB for SWW WDB and the total amount of funds paid by COUNTY TO CONTRACTOR for services rendered by CR WDB for SWW WDB's over the course of this contract is not to exceed twenty-seven thousand dollars ($27,000). CONTRACTOR and CR WDB acknowledge that COUNTY, as a municipal entity, is exempt from and shall not be responsible for the payment of any federal, state, or local taxes on purchases or services rendered under this Agreement.

4. COMPLIANCE WITH LAWS: CONTRACTOR and CR WDB shall comply with all applicable laws, ordinances, and regulations, including nondiscrimination and labor laws. COUNTY, SWW WDB, CR WDB, and CONTRACTOR agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of race, creed, color, national origin, disability, age, sex, marital status, sexual orientation, or source of payment.

5. FREEDOM OF INFORMATION LAW COMPLIANCE: CONTRACTOR and CR WDB acknowledge that COUNTY is subject to the New York Public Officers Law (POL) Article 6 ("FOIL"). All records submitted to COUNTY are presumptively public unless an exemption applies.

To the extent CONTRACTOR or CR WDB asserts that any portion of its submission is exempt from disclosure under POL § 87(2)(d) (Trade Secrets/Competitive Injury), CONTRACTOR or CR WDB must clearly redact and label such portions at the time of submission and provide a written justification for the exemption. Failure to clearly identify and justify such exemptions at the time of submission shall constitute a waiver of CONTRACTOR's and/or CR WDB's right to claim such exemptions later.

COUNTY retains sole discretion to determine whether the claimed exemption applies. COUNTY shall not be liable for any disclosure of records where CONTRACTOR or CR WDB failed to adhere to these identification requirements. CONTRACTOR and CR WDB agrees to

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indemnify and defend COUNTY against any legal challenges or costs arising from COUNTY's withholding of records at CONTRACTOR's and/or CR WDB's request.

6. CONFLICTS OF INTEREST: CONTRACTOR and CR WDB shall not employ any official or employee of COUNTY in connection with this project and shall adhere to the Code of Ethics of COUNTY.

7. INDEMNIFICATION: At all times, CONTRACTOR and CR WDB shall indemnify and save harmless COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by negligence of CONTRACTOR or CR WDB, any person employed by CONTRACTOR or CR WDB, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law or equity for COUNTY's benefit.

8. INSURANCE REQUIREMENTS: CONTRACTOR and CRF WDB shall provide COUNTY with proof of Liability Insurance by a company authorized to do business in the State of New York. The policy's limits shall be no less than $1,000,000 per occurrence and $2,000,000 general aggregate and shall be subject to the approval of the County Attorney. CONTRACTOR and CR WDB may utilize umbrella/excess coverage to achieve the limits required hereunder. This insurance shall be primary and non-contributory to any insurance or self-insurance maintained by COUNTY.

The certificate holder must be listed as COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also include COUNTY OF SARATOGA as additional insured and CONTRACTOR and CR WDB shall provide COUNTY with proof of such insurance in the form of an Additional Insured Endorsement (covering ongoing and completed operations) or other proof acceptable to COUNTY, which shall be emailed to insurancecertificates@saratogacountyny.gov.

In the event that any policy furnished or carried pursuant to this Agreement is scheduled to expire on a date prior to the expiration of the term of this Agreement, CONTRACTOR or CR WDB shall deliver to COUNTY a certificate or certificates of insurance evidencing renewal of such policy or policies not less than fifteen (15) days prior to such expiration date, and CONTRACTOR or CR WDB shall promptly pay or cause to be paid all premiums due thereon. The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's or CR WDB's obligation to indemnify COUNTY.

9. WORKERS' COMPENSATION INSURANCE REQUIREMENT: This Agreement shall be void and of no effect unless throughout the term of this Agreement CONTRACTOR or CR WDB, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such coverage or exemption

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must be provided to COUNTY and shall be evidenced solely by the forms currently accepted by the New York State Workers' Compensation Board for municipal compliance (C-105.2, U-26.3, SI-12, or CE-200, or their successors). ACORD certificates are not valid proof of coverage and shall not be accepted.

10. INSURANCE CANCELLATION NOTICE: In the event that CONTRACTOR or CR WDB receives notice of cancellation of any insurance policy carried pursuant to this Agreement, CONTRACTOR or CR WDB shall immediately provide COUNTY with written notice of such cancellation by no later than the next business day of COUNTY. In the event of such insurance policy cancellation, CONTRACTOR or CR WDB shall provide COUNTY with proof of equivalent policy and limit replacement insurance satisfying the insurance requirements herein within two (2) COUNTY business days of CONTRACTOR's or CR WDB's receipt of notice of cancellation of insurance. Any failure by CONTRACTOR or CR WDB to comply with the insurance requirements of this Agreement in a timely manner shall constitute a breach of this Agreement, and COUNTY may, at its option, terminate this Agreement upon written notice to CONTRACTOR.

11. WAIVER OF SUBROGATION: CONTRACTOR and CR WDB waive any right to bring action against COUNTY or SWW WDB for any damage to the property of CONTRACTOR or CR WDB arising out of the alleged negligence of COUNTY or SWW WDB, its agents, servants, and employees. CONTRACTOR and CR WDB agree that any policy of insurance insuring its property shall contain a waiver of subrogation rights for any property loss suffered by reason of the alleged negligence or other unlawful act by COUNTY or SWW WDB, its agents, servants, and employees.

12. EXECUTORY CLAUSE: In accordance with § 362 of the County Law, COUNTY shall have no liability under this Agreement to CONTRACTOR, CR WDB, or to anyone else beyond funds appropriated and available for this Agreement. This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement.

13. MODIFICATION: No modification of any provision thereof shall be valid unless in writing signed by both parties.

14. ASSIGNMENT AND TRANSFER: CONTRACTOR and CR WDB shall not assign or transfer any interest herein without COUNTY's prior written consent. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

15. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

a. Failure to Perform: The failure of CONTRACTOR or CR WDB to perform the Services outlined in Section 2 of this Agreement.

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b. Other Failure to Perform: The failure by either COUNTY, SWW WDB, CR WDB, or CONTRACTOR to perform and/or comply with any term, covenant, or condition required under this Agreement.

16. REMEDIES: In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damages for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and twenty (20) days have elapsed since receipt of such notice, and the defaulting party has not proceeded to cure the default. Any default by a party in providing the insurance required pursuant to this Agreement shall be subject to the remedies and requirements set forth herein.

17. TERMINATION: Termination for cause brought about by failure of CONTRACTOR or CR WDB to perform shall be effected only if CONTRACTOR or CR WDB fail to remedy or eliminate the violation within twenty (20) days of written notification thereof from COUNTY. Termination without cause may be effectuated by either party upon thirty (30) days' written notice to the other party.

18. NOTICES: Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

| | |
|---|---|
| To COUNTY or SWW WDB: | Saratoga County Administrator<br>40 McMaster Street<br>Ballston Spa, NY 12020 |
| With copy to: | Saratoga County Attorney<br>40 McMaster Street<br>Ballston Spa, NY 12020 |
| To CONTRACTOR: | Rensselaer County Administrator<br>99 Troy Road<br>East Greenbush, New York 37027 |

19. SEVERABILITY: In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not a part thereof.

20. ENTIRE AGREEMENT: This Agreement, incorporating attachments, amendments and renewals, constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

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21. CONFLICTING CLAUSES: In the event of any conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and any terms, conditions, contract language, or provisions contained in any document, proposal, invoice, or other communication provided by CONTRACTOR, the terms and conditions of this Agreement shall govern and control in all respects. Any conflicting, inconsistent, or ambiguous terms and conditions in CONTRACTOR's documents are expressly rejected and shall have no force or effect unless expressly agreed to in writing by an authorized representative of COUNTY.

22. CHOICE OF LAW: The laws of the State of New York shall govern this Agreement. Any litigation related to this Agreement shall be venued in a court of competent jurisdiction located in the County of Saratoga, State of New York.

--- SIGNATURE PAGE TO FOLLOW ---

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# BOARD OF SUPERVISORS

09/15/2026

## RESOLUTION 268 – 2026

**Introduced by Economic Development: Supervisors Brennan, Antoski, Burger, Butler, Grasso, Lalukota, and Wemple**

**AUTHORIZING AN AGREEMENT WITH THE COUNTY OF RENSSELAER AND THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD FOR CONSULTING SERVICES RELATED TO WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAMMING**

**WHEREAS,** the Saratoga/Warren/Washington County Workforce Development Board is one of thirty-three (33) workforce development boards within New York State responsible for executing the objectives of the Workforce Innovation and Opportunity Act ("WIOA"), including issuing policy guidance, strategic planning, oversight and program direction for the local workforce system; and

**WHEREAS,** the funding for the Saratoga/Warren/Washington County Workforce Development Board has been reduced, even though the statutory obligations and required services remain the same; and

**WHEREAS,** the Saratoga/Warren/Washington County Workforce Development Board is working on restructuring to streamline services and implement cost saving measures, including utilizing the Rensselaer County/Capital Region Workforce Development Board, which is able to provide consulting and support services to the Saratoga/Warren/Washington County Workforce Development Board, including work outcomes for WIOA administration, compliance, operations support, fiscal support, and collaboration on conveying regional partnerships; and

**WHEREAS,** our Economic Development Committee recommends the approval of an agreement between the Saratoga/Warren/Washington County Workforce Development Board and the Rensselaer County/Capital Region Workforce Development Board in which the Capital Region Workforce Development Board will provide consulting support on behalf of the Saratoga/Warren/Washington County Workforce Development Board as directed by the Saratoga/Warren/Washington County Workforce Development Board Executive Director or the Saratoga/Warren/Washington County Workforce Development Board Chairperson, said consulting shall be at a rate of $150 per hour for no more than twenty (20) hours of services per month, for a total amount not to exceed $27,000; now, therefore, be it

**RESOLVED,** that the Chair of the Board of Supervisors is hereby authorized to execute an agreement between the Saratoga/Warren/Washington County Workforce Development Board and the Rensselaer County/Capital Region Workforce Development Board whereby the Capital Region Workforce Development Board will provide consulting support on behalf of the Saratoga/Warren/Washington County Workforce Development Board as directed by the Saratoga/Warren/Washington County Workforce Development Board Executive Director or the Saratoga/Warren/Washington County Workforce Development Board Chairperson, said consulting shall

be at a rate of $150 per hour for no more than twenty (20) hours of services per month, at a total amount not to exceed $27,000; and, be it further

**RESOLVED,** that the form and content of such agreement shall be subject to the approval of the County Attorney; and be it further

**RESOLVED,** that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.

September 15, 2026 Regular Meeting
Motion to Adopt: Supervisor Murray
Second: Supervisor Kinowski

AYES (225,104): John Antoski (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Ram mohan Lalukota (19014.5), C. Eric Butler (6500), Harry Brennan (819), Robert Anderson (1333), James D. Arnold (3525), Michael Gyarmathy (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Cynthia Young (17130), Scott Ostrander (18800), Jesse Fish (16202), Susan Wemple (2075), Ian Murray (5808), Sarah J. Burger (14245.5), Minita Sanghvi (14245.5), Edward D. Kinowski (9022), David Ball (8208), Toni Sturm (17361)
NOES (0):
ABSENT (10,405): Willard H. Peck (5242), Thomas Richardson (5163)

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** November 10, 2026

**Resolution No. G/19**

**RESOLUTION AUTHORIZING AN AMENDMENT AGREEMENT WITH MOBILE IMAGING, LTD – VAN RENSSELAER MANOR**

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

**WHEREAS,** Resolution G/442/24 authorized a five-year agreement with Mobile Imaging LTD for x-ray services at a cost of $31,000.00 annually; and

**WHEREAS;** Van Rensselaer Manor is seeking Legislative approval to increase the annual not to exceed amount from $31,000 to $42,000 for years 2026 - 2028 with all other terms of the contract remaining the same; and

**WHEREAS;** The start and end dates of such agreement, the source of funding 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 parties are as follows:

| DESCRIPTION | VENDOR | APPROPRIATION CODE | CURRENT AMOUNT | REVISED AMOUNT |
|---|---|---|---|---|
| Mobile X-Ray 1/1/2024 - 12/31/2028) | Mobile Imaging, LTD 7 Herbert Drive Latham, NY 12110 | EH.7240.62 | 2024-$31,000<br>2025-$31,000<br>2026-$31,000<br>2027-$31,000<br>2028-$31,000 | 2024-$31,000<br>2025-$31,000<br>2026-$42,000<br>2027-$42,000<br>2028-$42,000 |

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

_____
**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

_____
**County Executive**

# LEGISLATIVE FISCAL IMPACT STATEMENT

**TYPE OF LEGISLATION:** Local Law: ☐ G Resolution: ☑ P Resolution: ☐

## TITLE:

**RESOLUTION AUTHORIZING AN AMENDMENT TO MOBILE IMAGING LTD FIVE YEAR CONTRACT – VAN RENSSELAER MANOR**

**REQUESTED BY:** VAN RENSSELAER MANOR

**SPONSOR(S):** _____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any $ 33,000

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.): 2026-2028

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

Amending the annual not to exceed amounts for years 2026 - 2028 due to an increase in services provided by vendor.

**Signature (Department Head):** _____

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** November 12, 2024

**Resolution No.** G/442/24

**RESOLUTION AUTHORIZING AN AGREEMENT WITH MOBILE IMAGING LTD FOR MOBILE MEDICAL IMAGING SERVICES - VAN RENSSELAER MANOR**

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

**WHEREAS,** The Van Rensselaer Manor Nursing Home ("VRM") seeks to renew an agreement with a mobile X-ray company to meet the medical needs of its residents; and

**WHEREAS**, Pursuant to the policies and procedures set forth in the Rensselaer County Purchasing Guidelines, VRM sought written competitive quotes for these services from multiple vendors; and

**WHEREAS;** VRM has deemed the proposal from Mobile Imaging LTD, 7 Herbert Drive, Latham, New York 12110, as being the most advantageous at an annual cost not to exceed $31,000.00, which is at a rate of ten percent (10%) lower than the rates established by the Centers for Medicare and Medicaid Services; and

**WHEREAS,** VRM seeks Legislative approval to enter into an agreement with Mobile Imaging LTD for a five year term beginning January 1, 2024 through December 31, 2028 at a rate of $31,000.00 annually; and

**WHEREAS;** The start and end dates of such agreement, the source of funding 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 parties are as follows:

| **DESCRIPTION/ DATES** | **VENDOR** | **APPROPRIATION CODE** | **ANNUAL AMOUNT** |
|---|---|---|---|
| Mobile X-Ray 01/01/2024 - 12/31/2028) | Mobile Imaging LTD<br>7 Herbert Drive<br>Latham, NY 12110 | EH.7240.62 | 2024 - $31,000<br>2025 - $31,000<br>2026 - $31,000<br>2027 - $31,000<br>2028 - $31,000 |

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:** 18
**Nays:** 0
**Abstain:** 0
**November 12, 2024**

**Clerk of the Legislature**

**Sent to County Executive** 11/13/24

**Received from County Executive** 11/14/24

Jessica L. Chaves

**Clerk of the Legislature**

**Executive Action**

**Approved** ✓ **Date** 11/13/24

**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 November 12, 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 14th day of November, 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 14th day of November, 2024.**

**Seal**

Jessica L. Charette

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

**MOBILE IMAGING SERVICES AGREEMENT**

This Mobile Imaging Services Agreement ("Agreement") is between Mobile Imaging Ltd. ("Mobile Imaging"), a New York corporation with offices located at 7 Herbert Drive, Latham, NY 12110, and the County of Rensselaer ("County"), on behalf of Van Rensselaer Manor and having a principal place of business at 99 Troy Road, East Greenbush, New York 12061 Mobile Imaging and County are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Term. This Agreement begins on **January 1, 2024** and expires on the earlier of (a) **December 31, 2028** or (b) the date this Agreement is terminated in accordance with Section 9 ("Term").

2. Services. Mobile Imaging will provide portable x-rays to residents of Van Rensselaer Manor as prescribed by a physician upon a showing of medical necessity ("Services"). Medicare regulations require the County to pay for Medicare Part A covered stays in accordance with Medicare Part A (PPS) fee schedule.

3. Consideration. Mobile Imaging will bill the County pursuant to the fee schedule published by the Health Care Financing Agency. For each of the following years during the Term of this Agreement, the total amount billed by Mobile Imaging to the County shall not exceed the following amounts:

| Term | Amount |
|---|---|
| January 1, 2024 to December 31, 2024 | $ 31,000.00 |
| January 1, 2025 to December 31, 2025 | $ 31,000.00 |
| January 1, 2026 to December 31, 2026 | $ 31,000.00 |
| January 1, 2027 to December 31, 2027 | $ 31,000.00 |
| January 1, 2028 to December 31, 2028 | $ 31,000.00 |
| ***Total amount paid during the contract term not to exceed*** | **$155,000.00** |

4. Independent Contractor; Indemnification. Mobile Imaging acknowledges and agrees that the Services to be provided pursuant to this Agreement are provided as an independent contractor and not as an agent or as an employee of the County. Mobile Imaging agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees, from and against any and all claims, damages, losses and expenses, including, without limitation, attorneys' fees and costs, in connection with any act or omission of Mobile Imaging, its agents or employees. Mobile Imaging further agrees to maintain during the Term of this Agreement such

Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the signing of this Agreement by Mobile Imaging.

5. Limitation on Damages. In no event shall County be liable to Mobile Imaging for any special, consequential, indirect, exemplary, punitive, incidental, or similar damages (including, without limitation, loss of profits), even if County has been apprised of the possibility thereof.

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

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

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

   In the event that an excluded party is discovered by Mobile Imaging, Mobile Imaging shall notify the County within five (5) days of such discovery. The County reserves the right to cancel this Agreement upon such notification.

   The County further has the right to cancel this Agreement and declare the same null and void in the event that Mobile Imaging fails to fulfill its obligations under this Section.

8. Representations. Mobile Imaging represents that: (a) Mobile Imaging will comply with all federal, state and County laws, rules and regulations in performing the Services, (b) the Services will be performed in compliance with generally accepted professional procedures and industry standards prevailing at the time the Services are performed, and (c) Mobile Imaging has, and shall maintain in effect for the duration of this Agreement, all licenses, permits, qualifications, and approvals which are legally required for Mobile Imaging to render the Services.

9. Cancellation. This Agreement can be canceled by either Party with thirty ( 30) days written notice.

10. No Discrimination. Mobile Imaging shall comply with state and federal Laws prohibiting discrimination based upon race, creed, national origin, sexual preference or sponsor.

11. Executory. Mobile Imaging expressly acknowledges and agrees that this Agreement is executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Mobile Imaging 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 Mobile Imaging.

12. Survival. Sections 4 (Independent Contractor; Indemnification), 5 (Limitation on Damages), 6 (Jurisdiction and Venue), 8 (Representations), 11 (Executory), 14 (Names and Logos), and 15 (Miscellaneous) survive expiration and termination of this Agreement.

13. Names and Logos. Mobile Imaging shall not use County's name, logo or insignia, or the name, logo or insignia of any department or division thereof, or otherwise identify the County or any of its departments or divisions in any form of publicity or disclosure without the prior written permission of County, which permission may be given or withheld in the County's sole discretion.

14. Miscellaneous.

14.1 This Agreement, and any dispute between the Parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of laws rules.

14.2 No provision of this Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any provision of this Agreement.

14.3 No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

14.4 If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

14.5 This Agreement may not be modified except in writing signed by duly authorized representatives of the Parties.

14.6 This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter, superseding all prior and contemporaneous agreements, proposals, letters of intent and memorandums of understanding.

# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between Rensselaer County, New York , on behalf of Van Rensselaer Manor (hereinafter referred to as "Covered Entity"), and Mobile Imaging Ltd. (hereinafter referred to as "Business Associate"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

## I. GENERAL

A. Covered Entity has a business relationship with Business Associate that is memorialized in the Services Agreement, entered into on **January 1, 2024** (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

B. The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information ("PHI") as that term is defined under HIPAA; and

C. For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA; and

D. This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

E. This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

F. The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

## II. DEFINITIONS.

A. The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

B. Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

1. "Breach" is defined at 45 CFR § 164.402.

2. **"**Business Associate" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean **Mobile Imagine Ltd.**

3. "Covered Entity" is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

4. "Designated Record Set" is defined at 45 CFR §164.501.

5. "Individual" is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

6. "Protected Health Information" or "PHI" is defined at 45 CFR § 160.103.

7. "Required By Law" is defined at 45 CFR § 164.103.

8. "Secretary" means the Secretary of the U.S. Department of Health and Human Services or designee.

9. "Security Incident" is defined at 45 CFR § 164.304.

10. "Unsecured Protected Health Information" or "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

## III. PERMISSIBLE USE AND DISCLOSURE OF PHI

A. Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, MCMRA, or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement. Moreover, the provisions of HIPAA are expressly incorporated by reference into, and made a part of, this Agreement.

B. Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

C. Business Associate is directly responsible for full compliance with the relevant requirements of HIPAA.

D. Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

E. Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

F. Business Associate must immediately notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section III.F must:

1. Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;

2. Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

3. Be in substantially the same form as Exhibit A hereto;

4. Include a brief description of what happened, including the date of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, if known, and the date of the discovery of the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

5. Include a description of the type(s) of Unsecured PHI that was involved in the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);

6. Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;

7. If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

8. Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach, Security Incident, or use or disclosure of PHI not permitted by this Agreement;

9. State whether the PHI was actually acquired or viewed;

10. Provide a brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, to mitigate losses, and to protect against any further Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement;

11. Note contact information and procedures for an Individual(s) to ask questions or learn additional information, which must include a toll-free telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

12. Include a draft letter for the Covered Entity to utilize, in the event Covered Entity elects, in its sole discretion, to notify the Individual(s) that his or her PHI is the subject of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement that includes the information noted in Section III.F.4 – III.F.11 above.

G. Business Associate must, and is expected to, directly and independently fulfill all notification requirements under HIPAA.

H. In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

I. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to ensure that any agent, subcontractor, or employee to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

J. Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

K. Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered

Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

L. To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity or as directed by Covered Entity, to an Individual specified by Covered Entity in order to meet the requirements under 45 CFR § 164.524.

M. A Business Associate that is a health plan, excluding an issuer of a long-

term care policy falling within paragraph (1)(viii) of the definition of health plan, must not use or disclose PHI that is genetic information for underwriting purposes, in accordance with the provisions of 45 CFR 164.502.

N. To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the request of Covered Entity or an Individual.

O. Business Associate must, upon request with reasonable notice, provide Covered Entity access to its premises for a review and demonstration of its internal practices and procedures for safeguarding PHI.

P. Business Associate must, upon request and with reasonable notice, furnish to Covered Entity security and privacy audit results, risk analyses, security and privacy policies and procedures, details of previous Breaches and Security Incidents, and documentation of controls.

Q. Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

R. Business Associate must, upon request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

S. Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to

Covered Entity that seeks documents or other information held or controlled by Business Associate.

T. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

U. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is

disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of any Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement of which it is aware in which the confidentiality of the information has been breached.

V. Business Associate understands that, pursuant to 45 CFR § 160.402, the Business Associate is liable, in accordance with the Federal common law of agency, for a civil money penalty for a violation of the HIPAA rules based on the act or omission of any agent of the Business Associate, including a workforce member or subcontractor, acting within the scope of the agency.

## IV. TERM AND TERMINATION.

A. Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, have the right to terminate this Agreement and to terminate the Underlying Agreement, and shall report the violation to the Secretary;

2. Have the right to immediately terminate this Agreement and the Underlying Agreement if Business Associate has breached a material term of this Agreement and cure is not possible, and shall report the violation to the Secretary; or

3. If neither termination nor cure is feasible, report the violation to the Secretary. This Article IV, Term and Termination, Paragraph B, is in addition to the provisions set forth in Paragraph 27, Termination for Default of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

C. Effect of Termination.

1. Except as provided in Section IV.C.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

3. Should Business Associate violate this Agreement, HIPAA, the Underlying Agreement, other applicable law, Covered Entity has the right to immediately terminate any contract then in force between the Parties, including the Underlying Agreement.

**V. CONSIDERATION**. Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

**VI. CAUSES OF ACTION IN THE EVENT OF BREACH**. As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. Furthermore, in the event of breach of this Agreement by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in Paragraph 18, "Indemnification", of the General Conditions of Contract Between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

**VII. MODIFICATION; AMENDMENT**. This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

**VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER**

**AGREEMENTS BETWEEN THE PARTIES.** Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement, along with the Underlying Agreement, shall control and prevail unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

**IX. COMPLIANCE WITH STATE LAW**. The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical records information under the MCMRA and is subject to the provisions of that law. If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Business Associate must comply with the more restrictive protection requirement.

**X. MISCELLANEOUS.**

A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA.

B. Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's
Office Rensselaer County
Office Building 99 Troy Road
East Greenbush, NY 12061
(518) 270-2950

Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: Herbert Lane, Latham, New York 12110
Attention: Walter Hughes
Telephone: (518)785-3511

D. New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the State of New York, without regard to choice of law principles.

E. Incorporation of Future Amendments. Other requirements applicable to Business Associates under HIPAA are incorporated by reference into this Agreement.

F. Penalties for HIPAA Violation. In addition to that stated in this

Agreement, Business Associate may be subject to civil and criminal penalties noted under HIPAA, including the same HIPAA civil and criminal penalties applicable to a Covered Entity.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

## EXHIBIT A

## FORM OF NOTIFICATION

This notification is made pursuant to Section III.F of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- Mobile Imaging, Ltd., (Business Associate).

Business Associate hereby notifies the County that there has been a Breach**,** Security Incident, or use or disclosure of PHI not provided for by the Business Associate Agreement (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____

Date of the Incident: _____

Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No

If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the Incident:

_____

Names and addresses of individuals affected by the Incident:

(Attach additional pages as necessary)

_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____

_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____
Email Address: _____

Phone Number: _____

# Record of Signing

| | |
|---|---|
| For | Mobile Imaging Ltd. |
| Name | Walter T. Hughes Jr. |
| Title | President |



**Signed on 2024-11-20 22:15:01 GMT**

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yJ0NQafQp6dduOezrxGz
Signing date: 11/20/2024
IP Address: 24.97.1.2
Email: whmi@nycap.rr.com

| | |
|---|---|
| For | Carl J. Kempf III |
| Name | APPROVED AS TO FORM |
| Title | Rensselaer County Attorney |



**Signed on 2024-11-25 20:18:39 GMT**

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yLoDTXCJQ0aAGgFztXe1
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: ckempf@rensco.com

| | |
|---|---|
| For | Rensselaer County |
| Name | Joseph T. Ryan |
| Title | |



**Signed on 2024-11-25 20:51:51 GMT**

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yLp1z9sgfmO743rQr56f
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: jryan@rensco.com

| | |
|---|---|
| For | Rensselaer County |
| Name | Steven McLaughlin |
| Title | County Executive |



**Signed on 2024-11-25 20:54:01 GMT**

Secured by Concord™
DocumentID: 02yJ0NQarWFbHwZveEr3Ts
SigningID: 02yLp5HEPQVKAFVCzCvOe5
Signing date: 11/25/2024
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com

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# Mobile Imaging LTD
## AMENDMENT TO MOBILE IMAGING SERVICES AGREEMENT

This Amendment takes effect as of **January 1, 2024** and is made between Mobile Imaging Ltd. ("Mobile Imaging"), a New York corporation with offices located at 7 Herbert Drive, Latham, NY 12110, and the County of Rensselaer ("County"), on behalf of Van Rensselaer Manor and having a principal place of business at 99 Troy Road, East Greenbush, New York 12061 Mobile Imaging and County are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**WHEREAS**, Mobile Imaging and County entered into an Agreement dated January 1, 2024 hereinafter referred to as the "Agreement"; and

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

**NOW THEREFORE**, Mobile Imaging and County agree as follows:

1. Paragraph 3. Consideration shall be modified by deleting the current table containing Term and Amount and replacing it with the updated table below. The updated table increases the contract ceiling amount for Years 2026, 2027 and 2028

| Term | Amount |
|---|---|
| January 1, 2024 to December 31, 2024 | $ 31,000.00 |
| January 1, 2025 to December 31, 2025 | $ 31,000.00 |
| January 1, 2026 to December 31, 2026 | $ 42,000.00 |
| January 1, 2027 to December 31, 2027 | $ 42,000.00 |
| January 1, 2028 to December 31, 2028 | $ 42,000.00 |
| ***Total amount paid during the contract term not to exceed*** | **$188,000.00** |

2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

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

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** November 10, 2026

**Resolution No. G/20**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, AUTHORIZING AN AGREEMENT AMENDMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH**

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

**WHEREAS,** The Department of Mental Health is in receipt of funding from the New York State Office of Mental Health ("OMH") with the goal of enhancing the Children's Single Point of Access ("C-SPOA") infrastructure, in the amount of $108,519.00 for the period commencing July 1, 2026; and

**WHEREAS,** This new funding is to be used to accommodate the increased scope of work being undertaken because of the changes to Child & Youth Evaluation Services ("C-YES") responsibilities for determining Home & Community Based Services ("HCBS") eligibility for youth without Medicaid, and in preparation of the Children's Mental Health Settlement; and

**WHEREAS,** The Department will utilize $15,762.50 of said funding to amend the three-year agreement with Hardenberg Group, Inc. d/b/a Sentact, previously approved by Resolution G/253/26, for Event Reporting software services to also include C-SPOA access for activity tracking and reporting in the scope of work; 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 budgetary appropriations, and the name and address of the contracting party are as follows:

| DESCRIPTION | VENDOR | APPROPRIATION CODE | CURRENT CONTRACT AMOUNT | REVISED CONTRACT AMOUNT |
|---|---|---|---|---|
| Event Reporting Software Services 7/1/2026-7/31/2029 | The Hardenbergh Group,Inc. dba Sentact 38777 Six Mile Road Livonia, MI 48152 | A.4320.04900 | $48,200.00 | $63,962.50 |

; 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,** The Rensselaer County Executive, or his designee, is authorized to sign the above-described amended agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

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

**2026 GENERAL FUND REVENUES**

| CODE/DESCRIPTION | CURRENT | CHANGE | REVISED |
|---|---|---|---|
| A.4320.34901 Mental Health-SA | $1,190,550.00 | $108,519.00 | $1,299,069.00 |

**2026 GENERAL FUND APPROPRIATIONS**

| CODE/DESCRIPTION | CURRENT | CHANGE | REVISED |
|---|---|---|---|
| A.4320.02100 Furniture | $5,000.00 | $750.00 | $5,750.00 |
| A.4320.02300 Automobile | $0.00 | $50,000.00 | $50,000.00 |
| A.4320.02400 Other Equipment | $35,561.00 | $7,000.00 | $42,561.00 |
| A.4320.04500 Special Departmental Supplies | $48,000.00 | $4,069.00 | $52,069.00 |
| A.4320.04700 Program Expenditures | $0.00 | $5,000.00 | $5,000.00 |
| A.4320.04900 Professional Services | $112,750.00 | $41,700.00 | $154,450.00 |
| | **TOTAL APPROPRIATIONS:** | **$108,519.00** | |

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

**Clerk of the Legislature**

**County Executive**

## LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Accept OMH Funding, Authorize Sentact Agreement Amendment, Amend 2026 Budget

Requested by: Mental Health

Sponsor(s):_____

### FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 108,519 current year
   $ 144,692 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS OMH - State Aid Letter

   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 $ 108,519 and length of time state funding is available 2026. Is it available for ongoing expenses? Yes x or No _____

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

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

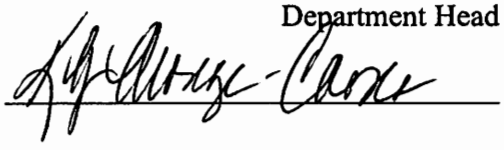
   e) Other (please explain) $_____

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Funding received via NYS Office of Mental Health (OMH) State Aid Letter, $108,519 in new C-SPOA funding, of which $36,173 is retro funding for the 4/1/26 to 6/30/26 timeframe prior to receiving the funding; full annualized amount moving forward is $144,692. Contract request with Sentact for software platform module to assist the new OMH C-SPOA requirements and tracking.

Department Head



# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** June 9, 2026

**Resolution No.** G/253/26

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF FUNDING FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH, CREATING A POSITION, AUTHORIZING AN AGREEMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF MENTAL HEALTH**

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

**WHEREAS,** New York State Office of Mental Health ("OMH") has released new funding in 2026 with the goal of increasing the opportunity for Enhanced Voluntary Agreements ("EVA's") and enhancing quality oversight and administration of NYS Assisted Outpatient Treatment ("AOT") "Kendra's Law" program to decrease high risk events, increase efficiency of outdated infrastructure, increase voluntary participation and improve individual outcomes; and

**WHEREAS,** The Department of Mental Health ("Department") seeks Legislative approval to accept this new program funding for AOT/EVA's and utilize the funding for the creation of one new full-time position titled Mental Health AOT Coordinator beginning July 1, 2026 with the Department utilizing this funding to support this position; and

**WHEREAS,** The Mental Health AOT Coordinator will be a mental health professional with experience in facilitating mental health treatment/ services to high risk, high acuity adults in community-based settings and monitoring response to treatment; this leadership position is a component of the Local Government Unit ("LGU") and will work in partnership with the continuum of care in the county and Capital Region to obtain treatment, supports and services to decrease high risk events which endanger the individual and community; using Court Ordered AOT and EVA's, this position will aim to increase voluntary participation in treatment/services and improve individual outcomes; and

**WHEREAS,** The Department will also utilize the funding to enter into a three-year agreement with Hardenbergh Group, Inc. d/b/a Sentact, 38777 Six Mile Road, Livonia, MI 48152 for Patient and Employee Safety Platform software services for event and incident reporting; and

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

| DESCRIPTION | VENDOR | APPROPRIATION CODE | AMOUNT |
|---|---|---|---|
| Patient and Employee Safety Platform Software Services 7/1/2026-7/31/2029 | The Hardenbergh Group, Inc. dba Sentact 38777 Six Mile Road Livonia, MI 48152 | A.4327.04900 | $78,200.00 |

; now, therefore, be it

**RESOLVED,** That the full-time position of Mental Health AOT Coordinator be created; 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; and, be it further

**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 REVENUES**

| CODE/DESCRIPTION | CURRENT | CHANGE | REVISED |
|---|---|---|---|
| A.4327.34966 OMH AOT/EVA | $0.00 | $331,229.00 | $331,229.00 |

**2026 GENERAL FUND APPROPRIATIONS**

| CODE/DESCRIPTION | CURRENT | CHANGE | REVISED |
|---|---|---|---|
| A.4327.01007 Personnel Services | $0.00 | $86,108.00 | $ 86,108.00 |
| A.4327.01007 Personnel Services Savings | $0.00 | $(39,744.00) | $(39,744.00) |
| A.4327.02100 Furniture | $0.00 | $700.00 | $ 700.00 |
| A.4327.02300 Automobile | $0.00 | $45,000.00 | $ 45,000.00 |
| A.4327.02400 Other Equipment | $0.00 | $4,135.00 | $ 4,135.00 |

## 2026 GENERAL FUND APPROPRIATIONS (continued)

| CODE/DESCRIPTION | CURRENT | CHANGE | REVISED |
|---|---|---|---|
| A.4327.04010 Travel | $0.00 | $2,500.00 | $2,500.00 |
| A.4327.04300 Telephone | $0.00 | $720.00 | $720.00 |
| A.4327.04500 Special Departmental Supplies | $0.00 | $57,508.00 | $57,508.00 |
| A.4327.04550 Office Supplies | $0.00 | $200.00 | $200.00 |
| A.4327.04560 Training | $0.00 | $2,500.00 | $2,500.00 |
| A.4327.04900 Professional Services | $0.00 | $117,794.00 | $117,794.00 |
| A.4327.08001 State Retirement | $0.00 | $13,429.00 | $13,429.00 |
| A.4327.08002 Vision | $0.00 | $91.00 | $91.00 |
| A.4327.08003 Social Security | $0.00 | $6,152.00 | $6,152.00 |
| A.4327.08006 Medical Insurance | $0.00 | $33,823.00 | $33,823.00 |
| A.4327.08007 Dental | $0.00 | $313.00 | $313.00 |
| **TOTAL APPROPRIATIONS:** | | **$331,229.00** | |

**Resolution ADOPTED by the following vote:**
**Ayes: 18**
**Nays: 0**
**Abstain: 0**
June 9, 2026

**Clerk of the Legislature**

**Sent to County Executive** 6/10/26

**Received from County Executive** 6/10/26

Jessica L. Chase
**Clerk of the Legislature**

RENSSELAER COUNTY LEGISLATURE · SEAL ·

**Executive Action**

**Approved** ✓ **Date** 6/10/26

**Disapproved**

**Veto Message Attached and Returned to Clerk**

Steven F. McLaughlin
**County Executive**

# Rensselaer County Legislature

## Clerk's Certification

**I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that the attached is an official document of the Rensselaer County Legislature.**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of East Greenbush, New York, this 10th day of June, 2026.**

Jessica L. Charette

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

**Seal**

SENTACT

**STATEMENT OF WORK**

This Statement of Work, to be effective as of _____July 1_____, 2026__ ("**SOW Effective Date**"), is made by and between Rensselaer County Department of Mental Health, located at 1600 7th Ave. 3rd floor, Troy, NY 12180 ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

The Services under this Statement of Work are subject to the terms, conditions, and definitions of that certain Master Services Agreement entered into by the Parties effective _____July 1_____, 2026__ (the "**MSA**") and that certain Related PSA entered into by the Parties effective _____July 1_____, 2026__ (the "**Related PSA**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the MSA or the Related PSA, as applicable.

1. Scope of Services.

This project involves the provision of the Patient and Employee Safety Platform access extended to Rensselaer County Department of Mental Health's CSPOA program (the "***Project***").

2. Term.

Unless earlier terminated pursuant to the MSA or Related PSA, the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years from the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Thereafter, the term shall automatically renew for additional successive terms of three (3) years unless and until a Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

3. Services Deliverables.

Services Deliverables include: Patient and Employee Incident and Event Reporting, and Single Sign-on.

Permitted Uses extend to Rensselaer County Department of Mental Health with no more than 100 users.

Implementation will include no more than 100 users and a Single Sign-on interface at Rensselaer County Department of Mental Health.

4 hours of remote training are included, for remote training.

4. Cost

Client shall pay Sentact the annual license and implementation fees set forth below (as further itemized in Exhibit 1).

| Years | Annual License | Implementation |
|---|---|---|
| Year 1 | $5,000 | waived |
| Year 2 | $5,250 | |
| Year 3 | $5,512.50 | |

Billing for the Annual License fee shall commence on the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Billing for the implementation fee and any requested onsite training shall occur upon execution of this Statement of Work.

5. Counterparts

This Statement of Work may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

**Rensselaer County Department of Mental Health**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

**THE HARDENBERGH GROUP, INC. D/B/A SENTACT**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

**Addendum to**
**Master Services Agreement**
**Project Services Agreement for Software Services**
**Statement of Work**
**Rensselaer County on Behalf of the Department of Mental Health**
**and**
**The Hardenbergh Group, Inc. d/b/a Sentact**

This Agreement Addendum (the "Addendum") is made by and between Rensselaer County, on behalf of the Department of Mental Health, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and The Hardenberg Group, Inc. d/b/a Sentact, with offices located at 38777 Six Mile Road, Livonia, MI 48152 hereinafter referred to as the "Vendor", or "The Hardenberg Group", or "Sentact".

1. **AGREEMENT**: This Addendum is hereby incorporated into and made a part of the Master Services Agreement, Project Services Agreement for Software Services, and Statement of Work between County and Vendor attached to this Addendum and dated with an agreement start date of **July 1, 2026**. To the extent the terms of this Addendum modify or conflict with any provisions of the Master Services Agreement, Project Services Agreement for Software Services or the Statement of Work, the terms of this Addendum apply and control.

2. **INTRODUCTION**: The word "Confidential" set forth on the bottom of each page of the Master Services Agreement, Project Services Agreement for Software Services, and the Statement of Work is hereby deleted.

**AMENDMENTS TO THE MASTER SERVICES AGREEMENT**

3. Paragraph 3.1 is amended to read as follows:

> 3.1 Confidentiality Obligations. All information, records, documents, work product and deliverables containing Personal Health Information or Personal Identifying Information provided by one Party (the "**Disclosing Party**") to the other Party (the "**Recipient Party**") in connection with this MSA, regardless of whether identified in writing as confidential, shall constitute the Disclosing Party's confidential information. The Recipient Party shall utilize any confidential information obtained from the Disclosing Party solely in connection with the Services set forth in this MSA, any Related PSA and any Statement of Work and for no other purpose. The Recipient Party shall hold the Disclosing Party's confidential information in strict confidence, shall protect such information from disclosure by using the same degree of care that it uses to protect its own confidential information (but in no event less than reasonable care), and shall not disclose such confidential information to third parties. The Recipient Party shall be liable and responsible for any breach of the confidentiality obligations contained herein by any of the Recipient Party's employees, agents, consultants, contractors, representatives or anyone else who has gained access to the Disclosing Party's confidential information.

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4. Paragraph 3.2 is deleted.

5. N/A

6. **Paragraph 3.4** shall be deleted in its entirety and replaced with:
"The attached Business Associate Agreement shall be made a part of the Agreement."

7. Paragraphs 4.1, 4.2 and 4.3 are hereby deleted

8. **Paragraph 4.4** is amended to read as follows:

> 4.4 Limitation of Liability. VENDOR AND ITS AGENTS, REPRESENTATIVES OR AFFILIATES SHALL NOT BE LIABLE TO COUNTY FOR ANY LOST PROFITS OR REVENUE, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, A RELATED PSA OR A STATEMENT OF WORK, REGARDLESS OF WHETHER VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF VENDOR ARISING OUT OF OR RELATED TO THIS MSA OR A RELATED PSA OR STATEMENT OF WORK, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE GREATER OF A) $1,000,000.00, B) THE APPLICABLE INSURANCE PROCEEDS ACTUALLY RECEIVED BY VENDOR FROM THE INSURANCE POLICIES SET FORTH IN PARAGRAPH 4.5 BELOW WITH RESPECT OT THE EVENT GIVING RISE TO THE CLAIM, OR C) THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

9. **Paragraph 4.5 Insurance.** Shall be amended by adding a sentence at the end to read as follows :

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

10. **Paragraph 5.1** shall be deleted in its entirety and replaced with the following:

> 5.1 Warranties. Each Party represents and warrants to the other Party that: (a) it has the full right, power and authority to enter into and perform its obligations under this MSA; (b) the individual signing this MSA on behalf of such Party has the power, authority and legal capacity to sign this MSA on behalf of and to bind such Party; (c) when executed by both Parties, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) it will comply with all applicable laws in connection with this MSA. Sentact further represents and warrants that (i) all persons provided by Sentact to perform services set forth in a Related PSA or a Statement of Work shall possess the necessary skill, education, and training to perform the services, (ii) such persons will perform

the services in a professional and workmanlike manner in accordance with industry standards and (iii) Sentact has title to and provides the Services free from all claims of ownership or other rights of any third party and the Services provided do not infringe upon any claims or rights by any third party.

11. **Paragraph 5.2** is amended to read as follows:

Disclaimer. THE HARDENBERGH GROUP MAKES NO WARRANTIES EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN. THE HARDENBERGH GROUP HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE HARDENBERGH GROUP MAKES NO WARRANTY OF ANY KIND THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, OR (D) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

**12. Paragraph 6.1 Term and Termination of MSA**. This first sentence shall be deleted and replaced with:
"The term of this MSA shall begin on July 1, 2026 and shall continue thereafter for three (3) years to July 31, 2029 following such time as there is no longer in effect any Related PSA executed pursuant to this MSA.

12. **Paragraph 7.2 Taxes**. Shall be deleted in in its entirety and replaced with:
"Rensselaer County is exempt from the payment of taxes."

13. **Paragraph 7.8 Governing Law, Jurisdiction**. Shall be deleted in its entirety and replaced with:
"This Agreement shall be governed by and construed in accordance with the laws of the state of New York without regard to its principles of conflicts of laws. In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York, County of Rensselaer or the United States District Court, Northern District of New York shall exercise exclusive jurisdiction over such litigation.."

THE FOLLOWING PARAGRAPHS ARE ADDED TO THE AGREEMENT

**EXECUTORY NATURE OF CONTRACT**

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

**CORPORATE COMPLIANCE**

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

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

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

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

**NON-DISCRIMINATION**

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

**FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

**DISCLOSURE**

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

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or

cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

## Amendments to Project Services Agreement for Software Services:

1.The effective date, July 1, 2026 shall be inserted into the first unnumbered paragraph and paragraph 1.

2. **Paragraph 8**, Fees and Expenses, the last paragraph is deleted.

3. Paragraph 9. Term. Shall be deleted in its entirety and replaced with

This Related PSA shall be in effect as of July 1, 2026 and shall continue for three (3) years until June 30, 2029. The Related PSA terminates under the same terms and conditions as the Master Services Agreement between the parties.

4**. Paragraph 10** Indemnification is amended to read as follows:

a. By Sentact. In addition to the indemnification provisions of the MSA, Sentact shall indemnify, defend and hold harmless the Client Indemnitees from and against all Losses resulting from third party action brought against a Client Indemnitee to the extent that such action is based on a claim that the unmodified Platform, when used in accordance with this Related PSA and applicable SOW, infringes the rights of any third party and Sentact shall pay all costs, expenses, settlements and damages incurred by a Client Indemnitee as a result of such claim. Client shall promptly give written notice of any such claim to Sentact. If the Platform is finally adjudged to so infringe, or in Sentact's opinion is likely to become the subject of such a claim, Sentact shall, at its option and expense and in addition to paying any costs, expenses and other amounts contemplated above, either: (i) procure for Client the right to continue using the Platform; or (ii) modify or replace the Platform to make it non-infringing. Sentact shall have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Platform unless the infringing portion is also in the then current release; (x) use of the Platform in combination with software, data or equipment other than provided by Sentact if the infringement was caused by such use or combination; (y) any modification or derivation of the Platform not specifically authorized in writing by Sentact; or (z) use of third party software.

b. By Client. In addition to the indemnification provisions of the MSA, Client shall indemnify, defend and hold harmless the Sentact Indemnitees from and against all Losses resulting from third party claims arising out of or relating to any data, content,

material (including without limitation trademarks, copyrighted material or product information) provided to Sentact by Client.

## Amendments to Statement of Work

1. The effective date, July 1, 2026, shall be inserted into the first and second unnumbered paragraphs.

2. Paragraph 2. Term is amended to read as follows:

Unless earlier terminated pursuant to the MSA or Related PSA the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years. This Statement of Work terminates upon the termination of the MS or Related PSA.

SENTACT

**MASTER SERVICES AGREEMENT**

This MASTER SERVICES AGREEMENT ("**MSA**"), to be effective on July 1, 2026 ("**Effective Date**"), is made by and between Rensselaer County Department of Mental Health, located at 1600 7th Ave. 3rd floor, Troy, NY 12180, ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact, located at 38777 Six Mile Road, Livonia, MI 48152 ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

Sentact is engaged in the business of providing, either directly or through one of its wholly owned subsidiaries, certain healthcare related services, including, but not limited to: staffing services; external peer review services; consulting services; credentials verification organization services; patient safety, risk management, rounding and other patient experience software; and other health care operations services.

Client desires to contract with Sentact to obtain certain healthcare related software and services to be provided under one or more Project Services Agreements, which may be separately executed by and between the Parties, each referencing and incorporating the terms of this MSA (each individually a "**Related PSA**").

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

## 1. PROVISION OF SERVICES

1.1 Services. During the term of this MSA, Sentact shall provide services to Client as set forth in one or more Related PSAs (each individually "**Service**" and collectively, "**Services**"). The Parties acknowledge and understand there is a Related PSA for each individual category of Service provided, including, but not limited to: staffing services; external peer review services; consulting services; credentials verification organization services; patient safety, risk management, rounding and other patient experience software; and other health care operations services. The Parties further understand and agree a Related PSA for each individual Service incorporates the terms of this MSA. The Parties further acknowledge and understand the specific scope of Services and fee schedule for each Service provided under a Related PSA and this MSA are governed by a statement of work (each individually a "**Statement of Work**" or "**SOW**"). The Parties may agree to any number of Statements of Work for Services performed under a Related PSA and this MSA.

## 2. INVOICING AND PAYMENT

2.1 Invoicing; Payment. Sentact shall provide Client with an invoice on a monthly or yearly basis, as set forth in the applicable Statement of Work, for the Services rendered under any Related PSA during the invoice period that has just concluded, including, but not limited to, fees and reimbursable expenses identified within the Related PSA or Statement of Work. Each invoice sent to Client shall be paid in full by Client within thirty (30) days of the invoice date, by either credit card, ACH or physical check sent to Sentact at the address indicated on the invoice. Client may only withhold payment of a disputed portion of a given invoice if Client identifies both the specific invoice line items in dispute and Client's reason for disputing those line items to Sentact in writing within fifteen (15) days of receipt of that invoice. For the avoidance of doubt, Client remains responsible for timely payment of all undisputed portions of a given invoice. All past due invoices will accrue a late fee equal to the lesser of (a) one and a half percent (1.5%) per month or (b) the highest rate permissible under applicable law.


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2.2 Nonpayment. If Client fails to make any payment when due, then, in addition to any other remedies available to Sentact, Sentact may, following written notice to Client of such failure, immediately cease to provide Services for Client. Services will not resume until all outstanding undisputed balances are paid in full or arrangements approved by Sentact have been made to fully resolve undisputed outstanding balances.

2.3 Collection. If Sentact is compelled to bring suit against Client to collect amounts due under this MSA, any Related PSA or any Statement of Work, Sentact shall be entitled to recover interest on any amount due per Section 2.1, and reasonable attorneys' fees and costs incurred in connection with the action.

## 3. CONFIDENTIALITY

3.1 Confidentiality Obligations. All information, records, documents, work product and deliverables provided by one Party (the "**Disclosing Party**") to the other Party (the "**Recipient Party**") in connection with this MSA, regardless of whether identified in writing as confidential, shall constitute the Disclosing Party's confidential information. The Recipient Party shall utilize any confidential information obtained from the Disclosing Party solely in connection with the Services set forth in this MSA, any Related PSA and any Statement of Work and for no other purpose. The Recipient Party shall hold the Disclosing Party's confidential information in strict confidence, shall protect such information from disclosure by using the same degree of care that it uses to protect its own confidential information (but in no event less than reasonable care), and shall not disclose such confidential information to third parties. The Recipient Party shall be liable and responsible for any breach of the confidentiality obligations contained herein by any of the Recipient Party's employees, agents, consultants, contractors, representatives or anyone else who has gained access to the Disclosing Party's confidential information.

3.2 Compelled Disclosure. In the event a Recipient Party or any of its representatives is legally compelled or otherwise required by a regulatory body, governmental entity, or oversight entity to disclose or produce communications between the Parties, records provided to Sentact by Client, or records prepared for Client by Sentact in relation to the Services provided under this MSA, a Related PSA or a Statement of Work, such Recipient Party shall, to the extent permissible, provide the Disclosing Party with prompt notice of the request in order for the Disclosing Party to seek an appropriate protective order or other appropriate remedy and/or waive the non-disclosure provisions of this MSA or Related PSA or Statement of Work. Subject to the foregoing, in responding to the request, the Recipient Party shall furnish the minimum portion (and only that portion) of the records or other confidential information that, based on advice of legal counsel, is legally required to be disclosed and, upon the Disclosing Party's request, use its best efforts to obtain assurances that confidential treatment will be afforded to such information.

3.3 Termination. Upon termination of this MSA for any reason or upon the written request of the Disclosing Party, the Recipient Party shall immediately cease all further use of the Disclosing Party's confidential information, including any forms and documents, provided under this MSA or any Related PSA or Statement of Work, unless otherwise expressly approved in writing by the Disclosing Party. Notwithstanding the foregoing, the Parties agree that, following the termination or expiration of this MSA or any Related PSA or Statement of Work, the peer review information, credentialing information and enrollment information, or consulting information, contained on documents may be used by Client and its affiliates and subsidiaries solely for its business as a healthcare facility or third-party billing provider to healthcare facilities, and such information and documents shall not be used for any other purposes.


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3.4 BAA. To the extent any Services under this MSA and any Related PSA and Statement of Work require a Business Associate Agreement, the Parties will negotiate in good faith and execute a mutually agreeable Business Associate Agreement**.**

## 4. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE

4.1 Indemnification by Client. Client shall indemnify, defend and hold harmless Sentact, its affiliates, and its and their respective, members, shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, "**Sentact Indemnitees**") from and against all liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and costs and expenses incurred in the defense thereof (collectively, "**Losses**"), resulting from third party claims arising out of or relating to the negligence or willful misconduct (whether by act or omission) or the breach of this MSA, a Related PSA or a Statement of Work by a Client Indemnitee (as defined below). Client's obligation to indemnify, defend and hold harmless shall not apply to the extent any damages are caused by any negligent act or omission or intentional misconduct of the Sentact Indemnitees.

4.2 Indemnification by Sentact. Sentact shall indemnify, defend and hold harmless Client, it affiliates, and its and their respective members, shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, "**Client Indemnitees**") from and against all Losses resulting from third party claims arising out of or relating to the negligence or willful misconduct (whether by act or omission) or the breach of this MSA, a Related PSA or a Statement of Work by the Sentact Indemnitees. Sentact's obligation to indemnify, defend and hold harmless shall not apply to the extent any damages are caused by any negligent act or omission or intentional misconduct of Client, its officers, agents, directors, trustees, and/or employees.

4.3 Possible Additional Indemnification in Related PSA and Statements of Work. The Parties acknowledge that additional indemnification obligations may be set forth in a Related PSA and/or Statement of Work. The Parties agree that, unless otherwise stated in the Related PSA or Statement of Work, those obligations are in addition to, and do not conflict with, Sections 4.1 and 4.2 of this MSA and do not in any way supersede, negate, or change the obligations of the Parties under Sections 4.1 and 4.2 of this MSA.

4.4 Limitation of Liability. NEITHER PARTY NOR ANY OF ITS AGENTS, REPRESENTATIVES OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUE, LOST SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS MSA, A RELATED PSA OR A STATEMENT OF WORK, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND REGARDLESS OF WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF A PARTY ARISING OUT OF OR RELATED TO THIS MSA OR A RELATED PSA OR STATEMENT OF WORK, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

4.5 Insurance. At all times during the term of this MSA, Sentact shall procure and maintain: (a) commercial general liability insurance including products liability coverage covering itself and its employees and agents providing services pursuant to the MSA on an occurrence basis in the amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate for all claims; (b) worker's compensation


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coverage equal to statutory limits for its employees performing services hereunder; and (c) errors and omissions coverage in a minimum amount of $4,000,000. Upon written request by Client, Sentact shall provide to Client a certificate of insurance evidencing that such coverage is in effect during the term of this MSA. The liability insurance limits set forth above may be met with a combination of primary and umbrella coverage.

## 5. WARRANTIES; DISCLAIMER

5.1 Warranties. Each Party represents and warrants to the other Party that: (a) it has the full right, power and authority to enter into and perform its obligations under this MSA; (b) the individual signing this MSA on behalf of such Party has the power, authority and legal capacity to sign this MSA on behalf of and to bind such Party; (c) when executed by both Parties, this MSA will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (d) it will comply with all s in connection with this MSA. Sentact further represents and warrants that all persons provided by Sentact to perform services set forth in a Related PSA or a Statement of Work shall possess the necessary skill, education, and training to perform the services, and that such persons will perform the services in a professional and workmanlike manner.

5.2 Disclaimer. THE HARDENBERGH GROUP MAKES NO WARRANTIES EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN. THE HARDENBERGH GROUP HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, THE HARDENBERGH GROUP MAKES NO WARRANTY OF ANY KIND THAT (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, OR (D) THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

## 6. TERM AND TERMINATION

6.1 Term and Termination of MSA. The term of this MSA shall begin on the Effective Date and shall continue thereafter for three (3) years following such time as there is no longer in effect any Related PSA executed pursuant to this MSA. Either Party may terminate this MSA in the event the other Party commits a material breach of any provision of this MSA, and such material breach remains uncured for twenty (20) business days following the breaching Party's receipt of written notice of the material breach. For purposes of this section, Client's nonpayment of undisputed invoices for Services will be considered a material breach. Any termination of this MSA shall result in the termination of all Related PSAs.

6.2 Services Performed Prior to Termination. In the event of termination of this MSA, this MSA shall continue to govern the Parties' rights and obligations with respect to the Services performed prior to termination. Upon the termination of this MSA, a Related PSA or any individual Statement of Work, Client shall pay Sentact for any and all work completed through the effective date of termination.

## 7. GENERAL TERMS


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7.1 Relationship of the Parties. This MSA and the Related PSAs and Statements of Work do not constitute any Party as the agent, representative or partner of any other Party for any purpose and does not give any Party the authority to assume or create an obligation on behalf of, or in the name of, the other Party. Sentact's relationship to the Client shall be that of an independent contractor and not an officer, employee, or agent of Client. Nothing in this MSA is to be construed as imposing a purchase or supply obligation or any obligation to negotiate or enter into any other agreement.

7.2 Taxes. Sentact, or its subcontractor if applicable, shall be responsible for the payment of wages and other compensation, and for any applicable withholdings and contributions, such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance, for persons providing services for Client hereunder, and such persons shall not participate in any employee pension, health, vacation pay, sick pay or other fringe benefit programs offered by Client to its employees. Client shall be responsible for any excise, sales, service, use or other similar state or local taxes applicable to the services provided by Sentact.

7.3 Publicity; Use of Marks. Neither Party shall use the other's name, trademark, logos or otherwise refer to the other in any press release, marketing materials, advertisements or other broadcast or communication of any kind without first obtaining that Party's advance written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7.4 Conflicting Terms. If there is any conflict between any term of this MSA and those of a Related PSA, the terms of the Related PSA shall govern. If there is any conflict between any term of a Related PSA and a Statement of Work associated therewith, the terms of the Statement of Work shall govern.

7.5 Severability. If one or more provisions of this MSA or any Related PSA or Statement of Work are held to be invalid, illegal, or incapable of being enforced due to any applicable law or public policy, the Parties agree to renegotiate such provisions in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision will be excluded from this MSA or the Related PSA or Statement of Work; (b) the balance of the MSA and Related PSA and Statement of Work will be interpreted as if such provision were so excluded; and (c) the balance of the MSA and Related PSA and Statement of Work will be enforceable in accordance with their terms.

7.6 Assignment. Neither Party may assign its rights or obligations under this MSA without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that this MSA may be assigned without consent to a Party's successor in connection with any acquisition, merger, consolidation, internal business reorganization, sale of equity, sale of all or substantially all of the assets of either Party, or other similar transaction.

7.7 Notices. Any notice or demand required under this MSA shall be in writing, sent FedEx or UPS with tracking, or by a recognized overnight carrier which provides proof of receipt; and shall be sent to the addresses of the Parties first listed above. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party in the manner specified herein.

7.8 Governing Law, Jurisdiction. This MSA, the Related PSAs and Statements of Work thereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of conflict of laws. Any dispute or claim from this MSA, a Related PSA or


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a Statement of Work shall be resolved exclusively in the federal and state courts of the State of Delaware, and the Parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

7.9 Entire Agreement. This MSA, as supplemented by one or more Related PSAs separately executed by and between the Parties and including any related Statements of Work agreed to under one or more Related PSAs, contains the entire agreement of the Parties and supersedes any prior oral or written understandings and agreements. This MSA can be modified only by a writing signed by both Sentact and Client.

7.10 Third Party Beneficiaries. The obligations of each party to this MSA shall inure solely to the benefit of the other parties. No person or entity is intended to be or shall be construed or deemed to be a third-party beneficiary of this MSA.

7.11 Successors. This MSA shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

7.12 Headings. The underlined headings provided herein are for convenience only and shall not affect the interpretation of this MSA.

7.13 Survival. The provisions of this MSA that, by their nature, should survive termination or expiration of this MSA shall so survive, including, but not limited to, Client's payment obligations, each Party's indemnification obligations and each Party's confidentiality obligations.

7.14 Covenant of Good Faith and Fair Dealing. The Parties hereto covenant and agree to cooperate in the implementation of the provisions of this MSA and any Related PSA or Statement of Work, and to perform their respective obligations hereunder and thereunder, in all respects in a spirit of good faith and fair dealing so as not to defeat the rights of the Parties as set forth herein.

7.15 Force Majeure. No Party shall be liable or responsible, nor shall be deemed to have defaulted under or breached this MSA, any Related PSA or Statement of Work, for any failure to perform or delay in performing its obligations (except for payment obligations) due to an event of force majeure. An event of force majeure is any event or circumstance beyond a Party's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, pandemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems ("***Force Majeure Event***"). Such Party shall give notice within fifteen (15) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Party shall use commercially reasonable efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other Party may thereafter terminate this MSA upon thirty (30) days' written notice.

7.16 Attorneys' Fees. If either Party institutes any legal suit, action or proceeding against the other Party arising out of or relating to this MSA, the prevailing Party in the legal suit, action or proceeding is entitled to receive, and the non-prevailing Party shall pay, in addition to all other remedies to which the prevailing Party may be entitled, the costs and expenses incurred by the prevailing Party in conducting or

defending the legal suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

7.17 Counterparts. This MSA may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

**NOW THEREFORE**, Client and Sentact have caused this MSA to be executed by their respective authorized representatives, to be effective as of the Effective Date.

**Rensselaer County Department of Mental Health**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

**THE HARDENBERGH GROUP, INC. D/B/A SENTACT**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date


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SENTACT

**PROJECT SERVICES AGREEMENT FOR SOFTWARE SERVICES**

This Project Services Agreement for Software Services ("**Related PSA**"), to be effective as of _____ (the "**Effective Date**"), is made by and between Rensselaer County Department of Mental Health, ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Terms of MSA. Client and Sentact are parties to that certain Master Services Agreement effective _____, (the "**MSA**"). The Parties agree and acknowledge the terms and conditions of the MSA are hereby incorporated into this Related PSA by this reference.

2. Definitions.

   a. "***Data Analytics***" means Sentact's and its licensors' data and information that are either provided to Client by Sentact or obtained or generated from the Platform by Client as described in a Statement of Work (defined in Section 3 below).

   b. "***Documentation***" means any written or printed materials that relates to the Platform, including technical specifications, training and support materials, and other instructions.

   c. "***Permitted Uses***" means the allowed uses of the Data Analytics.

   d. ***"Platform***" means Sentact's software platform as a service solution made available by Sentact for accessing the Data Analytics.

   e. "***Services Deliverables***" means the items to be delivered to Client in connection with services performed by Sentact as listed in a Statement of Work.

3. Data Analytics and Professional Services. This Related PSA defines the terms under which Sentact will undertake to provide certain Data Analytics and professional services (the "**Project(s)**") as agreed between the Parties from time to time. Each Project Sentact undertakes shall be described in a Statement of Work ("**Statement of Work**" or "***SOW***") setting forth the agreed upon specifications, project schedules, delivery dates, Services Deliverables, and pricing terms. Both Parties shall execute each SOW and each is incorporated herein by this reference.

4. Delivery and Cooperation. Sentact will provide the Services Deliverables according to the agreed delivery schedule set forth in the applicable SOW. Client acknowledges that Client's cooperation is essential to the timely performance of Services. Client will, to the extent required in connection with the performance of the Projects: (i) provide Sentact with any necessary access to Client's personnel, facilities, or data; (ii) cause the appropriate personnel to cooperate with Sentact as required for Sentact to provide its services, including responding promptly to questions or issues; and (iii) make any payments when due. Clients delay or failure to do so shall excuse any of Sentact's resulting failures to meet the delivery schedules set forth in the SOW.

5. License Grant. Subject to the terms and conditions of the MSA, Related PSA and applicable SOW, Sentact hereby grants to Client and its authorized users a non-exclusive, non-transferable,


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revocable license to remotely access and use the Platform, Data Analytics and Documentation for the term of the applicable SOW for the Permitted Uses as set forth in a SOW. Unauthorized use, resale or commercial exploitation of the Platform, Data Analytics or Documentation is expressly prohibited. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise make available to any third party the Platform, Data Analytics or Documentation, (ii) modify or make derivative works based upon the Platform, Data Analytics or Documentation; (iii) commercially exploit the Platform, Data Analytics or Documentation in any way. The provision in this Section will terminate immediately upon any termination of the SOW.

6. Proprietary Materials. Client acknowledges that each of (i) the Platform, (ii) Data Analytics, (iii) Documentation, (iv) Services Deliverables (unless otherwise stated in a SOW) and (v) and any and all enhancements, modifications, additions or new releases of or to the foregoing (collectively, the "**Proprietary Materials**"), contain Confidential Information and intellectual property of, and are proprietary to Sentact and its licensors and that title to the Proprietary Materials is and shall remain with Sentact and its licensors, as the case may be. All applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Materials are and shall remain with Sentact and its licensors. Client shall not assert any right, title or interest in the Proprietary Materials provided to Client under the MSA, Related PSA or SOW, except for the limited licensed rights provided to Client hereunder. Client shall not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and Client shall reproduce all such information on all copies made hereunder. Client will not reverse engineer, disassemble, decompile or unlock the Platform in whole or in part for any reason or use, distribute or recreate the Proprietary Materials without written permission of Sentact, which Sentact may grant or withhold in its sole discretion. Client will keep the Platform free of all claims, liens and encumbrances.

7. Additional Responsibilities. Client is responsible for any and all activities that occur under Customer's user accounts. Both Parties shall: (a) notify the other promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to the other promptly and use reasonable efforts to stop immediately any unauthorized copying or distribution that is known or suspected by such Party or its users. Client, not Sentact, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client data, and Sentact shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any data.

8. Fees and Expenses. Client shall pay Sentact for Services provided and any applicable expenses in accordance with the terms of the SOW.

   In addition to the fees and expenses set forth in a SOW, Client shall be responsible for any fees or other expenses associated with Client, state, or other required or mandated training. The foregoing does not include any applicable taxes, which, if applicable, shall be added to such fees or expenses on the corresponding invoice and paid by Client.

   Following the initial annual period of each SOW, Sentact reserves the right to increase the pricing set forth in the SOW on an annual basis by up to five percent (5%) above the prior year's pricing.

9. Term: This Related PSA shall be in effect as of the Effective Date and shall continue for three (3) years following such time as there is no longer in effect any Statement of Use executed pursuant


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to this Related PSA. Either Party may terminate this Related PSA in the event the other Party commits a material breach of any provision of this Related PSA, and such material breach remains uncured for twenty (20) business days following the breaching Party's receipt of written notice of the material breach. For purposes of this section, Client's nonpayment of undisputed invoices for Services applicable to this Related PSA will be considered a material breach. Termination of this Related PSA shall result in the termination of all Statements of Work executed pursuant hereto, but does not cause, result, or constitute termination of any other Related PSAs or the MSA. Client may not terminate a Statement of Work for convenience. If Client terminates a Statement of Work without cause prior to the expiration of the initial term or renewal term thereof, Client shall pay to Sentact the total amount of unpaid charges incurred through the date of termination plus an early termination charge equal to the total amount of payments and charges payable for the balance of the initial term or the renewal term thereof.

10. Indemnification.

a. By Sentact. In addition to the indemnification provisions of the MSA, Sentact shall indemnify, defend and hold harmless the Client Indemnitees from and against all Losses resulting from third party action brought against a Client Indemnitee to the extent that such action is based on a claim that the unmodified Platform, when used in accordance with this Related PSA and applicable SOW, infringes the rights of any third party and Sentact shall pay all costs, expenses, settlements and damages finally awarded or incurred by a Client Indemnitee as a result of such claim. Client shall promptly give written notice of any such claim to Sentact. If the Platform is finally adjudged to so infringe, or in Sentact's opinion is likely to become the subject of such a claim, Sentact shall, at its option and expense and in addition to paying any costs, expenses and other amounts contemplated above, either: (i) procure for Client the right to continue using the Platform; or (ii) modify or replace the Platform to make it non-infringing. Sentact shall have no liability regarding any infringement claim arising out of: (w) use of other than a current, unaltered release of the Platform unless the infringing portion is also in the then current release; (x) use of the Platform in combination with software, data or equipment other than provided by Sentact if the infringement was caused by such use or combination; (y) any modification or derivation of the Platform not specifically authorized in writing by Sentact; or (z) use of third party software. THE FOREGOING STATES THE HARDENBERGH GROUP'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS BY THE PLATFORM.

b. By Client. In addition to the indemnification provisions of the MSA, Client shall indemnify, defend and hold harmless the Sentact Indemnitees from and against all Losses resulting from third party claims arising out of or relating to any data, content, material (including without limitation trademarks, copyrighted material or product information) provided to Sentact by Client.

11. Counterparts. This Related PSA may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such


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signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

**NOW THEREFORE**, Client and Sentact have caused this Related PSA to be executed by their respective authorized representatives, to be effective as of the Effective Date.

Rensselaer County on Behalf of:

| **Rensselaer County Department of Mental Health** | **THE HARDENBERGH GROUP, INC. D/B/A SENTACT** |
|---|---|
| By: _____ | By: _____ |
| Signature | Signature |
| Steven F. McLaughlin | |
| Printed Name | Printed Name |
| County Executive | |
| Title | Title |
| Date | Date |


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SENTACT

**STATEMENT OF WORK**

This Statement of Work, to be effective as of July 1, 2026, ("**SOW Effective Date**"), is made by and between Rensselaer County Department of Mental Health ("**Client**"), and The Hardenbergh Group, Inc. d/b/a Sentact ("**Sentact**"). Client and Sentact are sometimes referred to collectively herein as the "Parties" and individually as a "Party."

The Services under this Statement of Work are subject to the terms, conditions, and definitions of that certain Master Services Agreement entered into by the Parties effective July 1, 2026, (the "**MSA**") and that certain Related PSA entered into by the Parties effective July 1, 2026, (the "**Related PSA**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the MSA or the Related PSA, as applicable.

1. Scope of Services.

This project involves the provision of the Patient and Employee Safety Platform (the "***Project***").

2. Term.

Unless earlier terminated pursuant to the MSA or Related PSA, the initial term of this Statement of Work shall be effective on the SOW Effective Date and shall continue for a period of three (3) years from the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Thereafter, the term shall automatically renew for additional successive terms of three (3) years unless and until a Party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

3. Services Deliverables.

Services Deliverables include: Patient and Employee Incident and Event Reporting, and Single Sign-on.

Permitted Uses extend to Rensselaer County Department of Mental Health with no more than 100 users.

Implementation will include no more than 100 users and a Single Sign-on interface at Rensselaer County Department of Mental Health.

4 hours of remote training are included, for remote training.

4. Cost

Client shall pay Sentact the annual license and implementation fees set forth below.


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| Years | Annual License | Implementation |
|---|---|---|
| Year 1 | $13,992 | $4,952 |
| Year 2 | $14,412 | |
| Year 3 | $14,844 | |

Billing for the Annual License fee shall commence on the earlier of (1) the first day following implementation of the Platform or (2) 60 days following execution of this Statement of Work. Billing for the implementation fee and any requested onsite training shall occur upon execution of this Statement of Work.

5. Counterparts

This Statement of Work may be executed in separate counterparts, and all such counterparts so executed constitute one agreement binding on all Parties notwithstanding that all Parties are not signatories to the same counterpart. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file or other means of electronic transmission, such signature shall create a valid and binding obligation of the Party executing with the same force and effect as if such electronic signature page were an original thereof.

Rensselaer County on behalf of:

**Rensselaer County Department of Mental Health**

By: _____
Signature

Steven F. McLaughlin
Printed Name

County Executive
Title

_____
Date

**THE HARDENBERGH GROUP, INC. D/B/A SENTACT**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date


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# BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is made by and between **Rensselaer County, New York** (hereinafter referred to as "Covered Entity" or "County"), and **The Hardenbergh Group, Inc. d/b/a Sentact,** for and on behalf of itself and its subsidiaries and affiliates (hereinafter referred to as "Business Associate" or "Vendor"). Covered Entity and Business Associate shall collectively be known herein as the "Parties."

1. GENERAL

1.1 Covered Entity has a business relationship as described in the Master Services Agreement with Business Associate to which this Agreement is attached (the "Underlying Agreement"), pursuant to which Business Associate may be considered a "business associate" of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996, including all pertinent regulations (45 CFR Parts 160 and 164), issued by the U.S. Department of Health and Human Services, including Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as codified in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and including any and all applicable Privacy, Security, Enforcement, or Notice (Breach Notification) Rules or requirements (collectively, "HIPAA"), as all are amended from time to time; and

1.2 The performance of the Underlying Agreement may involve the creation, exchange, or maintenance of Protected Health Information (PHI)as that term is defined under HIPAA; and

1.3 For good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of compliance with the requirements of HIPAA; and

1.4 This Agreement articulates the obligations of the Parties as to use and disclosure of PHI. It does not affect Business Associate's obligations to comply with applicable law with respect to any information the County may disclose to Business Associate as part of Business Associate's performance of the Underlying Agreement; and

1.5 This Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof; and

1.6 The above premises having been considered and incorporated by reference into the sections below, the Parties, intending to be legally bound, agree as follows:

2. DEFINITIONS

2.1 The terms used in this Agreement have the same meaning as the definitions of those terms in HIPAA. In the absence of a definition in HIPAA, the terms have their commonly understood meaning.

2.2 Consistent with HIPAA, and for ease of reference, the Parties expressly note the definitions of the following terms:

2.2.1 “Breach” is defined at 45 CFR § 164.402.

2.2.2 “Business Associate” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean. **The Hardenbergh Group, Inc. d/b/a Sentact**.

2.2.3 “Covered Entity” is defined at 45 CFR § 160.103, and in reference to the party to this Agreement, shall mean the County.

2.2.4 “Designated Record Set” is defined at 45 CFR §164.501.

2.2.5 “Individual” is defined at 45 CFR §§ 160.103, 164.501 and 164.502(g), and includes a person who qualifies as a personal representative.

2.2.6 “Protected Health Information” or “PHI” is defined at 45 CFR § 160.103.

2.2.7 “Required By Law” is defined at 45 CFR § 164.103.

2.2.8 “Secretary” means the Secretary of the U.S. Department of Health and Human Services or designee.

2.2.9 “Security Incident” is defined at 45 CFR § 164.304.

2.2.10 “Unsecured Protected Health Information” or “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology, as specified by the Secretary in the guidance as noted under the HITECH Act, section 13402(h)(1) and (2) of Public Law 111-5, codified at 42 U.S.C. § 17932(h)(1) and (2), and as specified by the Secretary in 45 CFR 164.402.

3. PERMISSIBLE USE AND DISCLOSURE OF PHI

3.1 Except as otherwise limited in this Agreement, or by privilege, protection, or confidentiality under HIPAA, New York State or other applicable law, Business Associate may use or disclose (including permitting acquisition or access to) PHI to perform applicable functions, activities, or services for, or on behalf of, Covered Entity as specified or as reasonably necessary to perform the services described in the Underlying Agreement. Moreover, the provisions of HIPAA that are required to be in this Agreement are expressly incorporated by reference into, and made a part of, this Agreement.

3.2 Business Associate may use or disclose (including permitting acquisition or access to) PHI only as permitted or required by this Agreement or as Required By Law.

3.3. Business Associate is directly responsible for its full compliance with the applicable requirements of HIPAA.

3.4 Business Associate must not use or disclose (including permitting acquisition or access to) PHI other than as permitted or required by this Agreement or HIPAA, and must use or disclose PHI only in a manner consistent with HIPAA. As part of this, Business Associate must use appropriate safeguards to prevent use or disclosure of PHI that is not permitted by this Agreement or HIPAA. Furthermore, Business Associate must take reasonable precautions to protect PHI from loss, misuse, and unauthorized access, disclosure, alteration, and destruction.

3.4 Business Associate must implement and comply with administrative, physical, and technical safeguards governing the PHI, in a manner consistent with HIPAA, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate must comply, where applicable, with the Security Rule to protect Electronic PHI.

3.5 Business Associate must notify Covered Entity, in a manner consistent with HIPAA, of: (i) any use or disclosure of PHI not provided for by this Agreement, including a Breach of PHI of which it knows or by exercise of reasonable diligence would have known, as required at 45 CFR §164.410; and, (ii) any Security Incident of which it becomes aware as required at 45 CFR §164.314(a)(2)(i)(C). Business Associate's notification to Covered Entity required by HIPAA and this Section 3.5 must, to the extent possible:

> 3.5.1 Be made to Covered Entity without unreasonable delay and in no case later than 14 calendar days after Business Associate: a) knows, or by exercising reasonable diligence would have known, of a Breach, b) becomes aware of a successful Security Incident, or c) becomes aware of any use or disclosure of PHI not provided for by this Agreement;
>
> 3.5.2 Include the names and addresses of the Individual(s) whose PHI is the subject of a Breach. In addition, Business Associate must provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach;
>
> 3.5.3 Be in substantially the same form as Exhibit A hereto;
>
> 3.5.4 Include a brief description of what happened, including the date of the Breach, if known, and the date of the discovery of the Breach;
>
> 3.5.5 Include a description of the type(s) of Unsecured PHI that was involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
>
> 3.5.6 Identify the nature and extent of the PHI involved, including the type(s) of identifiers and the likelihood of re identification;
>
> 3.5.7 If known, identify the unauthorized person who used or accessed the PHI or to whom the disclosure was made;

3.5.8 Articulate any steps the affected Individual(s) should take to protect him or herself from potential harm resulting from the Breach;

3.5.9 State whether the PHI was actually acquired or viewed;

3.5.10 Provide a brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breach;

3.5.11 Note contact information and procedures for Covered Entity to ask questions or learn additional information, which must include a telephone number of Business Associate, along with an e-mail address, Web site, or postal address; and

3.5.12 Include a draft letter for the Covered Entity to utilize to notify the Individual(s) that his or her PHI is the subject of a Breach.

3.6 The Parties agree that this Section constitutes notice by Business Associate of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents, including, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-in attempts, denials of service and any combinations of the above, so long as no such incident results in unauthorized use or disclosure of Unsecured Protected Health Information.

3.7 In the event of a Breach, Security Incident, or use or disclosure of PHI not provided for by this Agreement, Business Associate must mitigate, to the extent practicable, any harmful effects of said disclosure that are known to it.

3.8 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate agrees to require that any agent or subcontractor to whom it provides PHI (received from, or created or received by, Business Associate on behalf of Covered Entity) agrees to the same restrictions, conditions, and requirements that apply through this Agreement to Business Associate with respect to such information.

3.9 Business Associate must ensure that any contract or other arrangement with a subcontractor meets the requirements of paragraphs 45 CFR §164.314(a)(2)(i) and (a)(2)(ii) required by 45 CFR § 164.308(b)(3) between a Business Associate and a subcontractor, in the same manner as such requirements apply to contracts or other arrangements between a Covered Entity and Business Associate.

3.10 Pursuant to 45 CFR § 164.502(a)(4)(ii), Business Associate must disclose PHI to the Covered Entity, Individual, or Individual's designee, as necessary to satisfy a Covered Entity's obligations under § 164.524(c)(2)(ii) and (3)(ii) with respect to an individual's request for an electronic copy of PHI.

3.11 To the extent applicable, Business Associate must provide access to PHI in a Designated Record Set at reasonable times, at the request of Covered Entity in order for Covered Entity to meet the requirements under 45 CFR § 164.524.

3.12 To the extent applicable, Business Associate must make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to, pursuant to 45 CFR § 164.526, at the written request of Covered Entity.

3.13 Business Associate must, upon written request with reasonable notice, not more frequently than once per calendar year and at a mutually agreed upon date and time, provide Covered Entity the opportunity to view artifacts that demonstrate compliance with this Agreement.

3.14 Business Associate must also maintain records indicating who has accessed PHI about an Individual in an electronic designated record set and information related to such access, in accordance with 45 C.F.R. § 164.528. Business Associate must document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Should an Individual make a request to Covered Entity for an accounting of disclosures of his or her PHI pursuant to 45 C.F.R. § 164.528, Business Associate must promptly provide Covered Entity with information in a format and manner sufficient to respond to the Individual's request.

3.15 Business Associate must, upon written request and with reasonable notice, provide Covered Entity with an accounting of uses and disclosures of PHI that was provided to it by Covered Entity.

3.16 Business Associate must make its internal practices, books, records, and any other material requested by the Secretary relating to the use, disclosure, and safeguarding of PHI received from Covered Entity available to the Secretary for the purpose of determining compliance with HIPAA. Business Associate must make the aforementioned information available to the Secretary in the manner and place as designated by the Secretary or the Secretary's duly appointed delegate. Under this Agreement, Business Associate must comply and cooperate with any request for documents or other information from the Secretary directed to Covered Entity that seeks documents or other information held or controlled by Business Associate.

3.17 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. § 164.502(j)(1).

3.18 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or the Underlying Agreement, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required By Law or for the limited purpose for which it was disclosed to the person, and the person must agree to notify Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.

3.19 To the extent Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements under the Privacy Rule that apply to Covered Entity in doing so.

4. TERM AND TERMINATION

4.1 Term. The Term of this Agreement shall be effective as of the effective date of the Underlying Agreement, and shall terminate: (1) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, (2) if it is infeasible to return or destroy PHI, in accordance with the termination provisions in this Article IV.

4.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:

4.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, which will be at least 30 days, have the right to terminate this Agreement and to terminate the Underlying Agreement or the portions of the Underlying Agreement that relate to PHI; or

4.2.2 Have the right to immediately terminate this Agreement and the Underlying Agreement or the portions of the Underlying Agreement that relate to PHI upon written notice if Business Associate has breached a material term of this Agreement and cure is not possible.

4.2.4 This Article IV, Term and Termination, Paragraph 4.2, is in addition to the provisions set forth in Termination provision of the Contract between County and Vendor, attached to the Underlying Agreement, in which "Business Associate" is "Contractor" and "Covered Entity" is "County" for purposes of this Agreement.

4.3 Effect of Termination:

4.3.1 Except as provided in Section 4.3.2, upon termination or cancellation of this Agreement, for any reason, Business Associate must return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision applies to PHI that is in the possession of a subcontractor(s), employee(s), or agent(s) of Business Associate. Business Associate must not retain any copies of the PHI, except as provided in Section 4.3.2.

4.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate must provide to Covered Entity written notification of the nature of the PHI and the conditions that make return or destruction infeasible. After written notification that return or destruction of PHI is infeasible, Business Associate must extend the protections of this Agreement to such PHI and limit further use(s) and disclosure(s) of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Notwithstanding the foregoing, to the extent that it is not feasible to return or destroy such PHI, the terms and provisions of this Agreement survive termination of this Agreement with regard to such PHI.

5. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be reasonably, justifiably, and detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

6. CAUSES OF ACTION IN THE EVENT OF BREACH

As used in this paragraph, the term "breach" has the meaning normally ascribed to that term under the New York State law related to contracts, as opposed to the specific definition under HIPAA related to PHI. Business Associate hereby recognizes that irreparable harm will result to Covered Entity in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in this Agreement, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement. The causes of action contained in this Article VI are in addition to (and do not supersede) any action for damages and/or any other cause of action Covered Entity may have for breach of any part of this Agreement. Furthermore, these provisions are in addition to the provisions set forth in the "Indemnification" Section, of the General Conditions of Contract between County and Contractor, attached to the Underlying Agreement in which "Business Associate" is "Contractor" and "Covered Entity" is "County", for purposes of this Agreement.

7. MODIFICATION; AMENDMENT

This Agreement may be modified or amended only through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to use commercially reasonable efforts to take such action as is necessary to amend this Agreement, from time to time, as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA, including its Privacy, Security, and Notice Rules.

8. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail with respect to the subject matter hereof, unless the Parties specifically refer in a subsequent written agreement to this Agreement, by its title, date, and substance and specifically state that the provisions of the later written agreement shall control over this Agreement and Underlying Agreement. In any event, any agreement between the Parties, including this Agreement and Underlying Agreement, must be in full compliance with HIPAA, and any provision in an agreement that fails to comply with HIPAA will be deemed separable from the document, unenforceable, and of no effect.

9. COMPLIANCE WITH STATE LAW

If HIPAA conflicts with another applicable law regarding the degree of protection provided for Protected Health Information, Covered Entity and Business Associate must comply with the more restrictive protection requirement.

10. MISCELLANEOUS

10.1 Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.

10.2 Regulatory References. A reference in this Agreement to a section in HIPAA means the section in effect, or as amended.

10.3 Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Rensselaer County Attorney's Office
Rensselaer County Office Building
99 Troy Road
East Greenbush, New York 12961
(518) 270-2950

10.4 Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 38777 Six Mile Road, Livonia, MI 48152
Attention: Daniel Hart, CEO
Phone: 615-477-0740

10.5 New York State Law. This Agreement is governed by, and shall be construed in accordance with, applicable federal law and the laws of the state designated in the Underlying Agreement, without regard to choice of law principles.

10.6 Notwithstanding any provision in this Agreement to the contrary, the total liability of Business Associate under this Agreement shall be limited to $1,000,000 or, if greater, the extent to which such liability is covered by insurance maintained by Business Associate. Further, Business Associate shall not have any liability under this Agreement to the extent any claim, demand, liability, judgment, loss, damage or expense arises or results from the negligence or willful misconduct (whether by act or omission) of Covered Entity or Covered Entity's officers, managers, representatives, employees, agents, or contractors (other than Business Associate) including, without limitation, failure to cooperate in any governmental or regulatory investigation related to a violation of HIPAA.

**IN WITNESS WHEREOF**, and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

**EXHIBIT A**
**FORM OF NOTIFICATION**

This notification is made pursuant to Section 3.5.3 of the Business Associate Agreement between:

- Rensselaer County, New York, (the "County") and
- **The Hardenbergh Group, Inc. d/b/a Sentact (**Business Associate).

Business Associate hereby notifies the County that there has been a Breach (an "Incident") that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the Incident:

_____
_____
_____
_____
_____
_____

Date of the Incident: _____
Date of discovery of the Incident: _____
Does the Incident involve 500 or more individuals? Yes/No
If yes, do the people live in multiple states? Yes/No
Number of individuals affected by the Incident:
_____
Names and addresses of individuals affected by the Incident:
(Attach additional pages as
necessary)_____

The types of unsecured PHI that were involved in the Incident (such as full name, Social Security number, date of birth, home address, account number, or disability code):

_____
_____
_____

Description of what Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against any further Incidents:

_____
_____
_____

Contact information to ask questions or learn additional information:
Name: _____
Title: _____
Address: _____
Email Address: _____
Phone Number: _____

Record of Signing

For Sentact
Name Chris Dube
Title President



**Signed on Sep 16, 2026 9:42 AM EDT**

Secured by Concord™
DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034PqG1mjX2PcownlTwWOk
UTC Signing time: 2026-09-16 13:42:32 UTC
IP Address: 174.242.70.136
Email: cdube@sentact.com

For Carl J. Kempf III
Name APPROVED AS TO FORM
Title Rensselaer County Attorney



**Signed on Sep 16, 2026 3:29 PM EDT**

Secured by Concord™
DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034Pym3sdC3Lgio4qA4gWi
UTC Signing time: 2026-09-16 19:29:34 UTC
IP Address: 131.239.99.254
Email: ckempf@rensco.com

For Rensselaer County
Name Joseph T. Ryan
Title



**Signed on Sep 16, 2026 3:37 PM EDT**

Secured by Concord™
DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034PyxaD9sjQuaagsMU9TS
UTC Signing time: 2026-09-16 19:37:09 UTC
IP Address: 131.239.99.254
Email: jryan@rensco.com

For Rensselaer County
Name Steven McLaughlin
Title County Executive



**Signed on Sep 16, 2026 3:43 PM EDT**

Secured by Concord™
DocumentID: 034PqG1nPq29EonPKGlxSF
SigningID: 034Pz6j3Z2MzZJBVFloaBq
UTC Signing time: 2026-09-16 19:43:09 UTC
IP Address: 131.239.99.254
Email: smclaughlin@rensco.com

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Where agreements happen.

Signed with https://www.concord.app/

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/21

**RESOLUTION AUTHORIZING PAYMENT OF ANNUAL MAINTENANCE AGREEMENT FOR TYLER TECHNOLOGIES, INC. – BUREAU OF FINANCE**

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

**WHEREAS,** Resolution G/423/15 authorized a New World Systems LOGOS Software for FMS/HR services, effective October 26, 2015; and

**WHEREAS,** Effective November 16,2015 New World Systems merged with Tyler Technologies (Tyler), Tyler no longer enters into multiyear agreements, all agreements are automatically renewed for one additional year upon payment of invoice, per agreement effective November 2, 2021; and

**WHEREAS,** Document #CI100-00322722 with a term of November 1,2026 – October 31,2027 includes all FMS, HR, and Disaster Recovery maintenance services; and

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

| INVOICE TERM | VENDOR | APPROPRIATION CODE | AMOUNT |
|---|---|---|---|
| November 1,2026 – October 31,2027 | Tyler Technologies, Inc.<br>840 West Long Lake Road<br>Troy, MI 48098 | A.1325.04420 | $128,475.93 |

; now, therefore, be it

**RESOLVED,** That the Rensselaer County Bureau of Finance is authorized to issue payment for the above-described annual maintenance invoice.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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(s):___X___ P Resolution:_____

**Title of Legislation: RESOLUTION AUTHORIZING PAYMENT OF ANNUAL MAINTENANCE AGREEMNT FOR TYLER TECHNOLOGIES ERP**

Requested by: FINANCE_____

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:
   Current Year: $128,475.93
   Ongoing Years: $0.00

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

   a) For federal funding: amount $0.00

   b) For state funding: $ 0.00

   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 $128,475.93 Ongoing $ None

   e) Other (please explain) $_____

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

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

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

   Annual Maintenance Invoice for Tyler Technologies ERP (New World), Including FMS/HR and Disaster Recovery/Systems Management.

Department Head
Thomas Santandera, CFO

tyler technologies

**Remittance:**
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
**Questions:**
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

# INVOICE

| Document No. | Date | Page |
|---|---|---|
| CI100-00322722 | 10/01/26 | 1 of 2 |

Bill To: RENSSELAER COUNTY
RENSSELAER COUNTY OFFICE BUILDING
1600 7TH AVE
TROY, NY 12180-3410

Delivery To: RENSSELAER COUNTY
RENSSELAER COUNTY OFFICE BUILDING
1600 7TH AVE
TROY, NY 12180-3410

| Cust # | Bill to Address ID | Delivery Address ID | Currency | Terms | Due Date |
|---|---|---|---|---|---|
| 50179 | LOC000030088 | LOC000030088 | USD | Net30 | 10/31/2026 |

| Cust PO# | Sales Order | Billing Schedule | Original Invoice |
|---|---|---|---|
| | SBI1000-000024534 | 213-2020136739 | |

| Contract Date | Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| 12/18/20 | eTimesheets - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $0.00 | $0.00 |
| 02/15/22 | Payments PCI Service Fee (Per Device)<br>11/01/2026 - 10/31/2027 | 5 | $210.36 | $1,051.80 |
| 12/18/20 | Purchase Orders - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $3,501.53 | $3,501.53 |
| 12/18/20 | Decision Support Base Datamart - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $3,501.53 | $3,501.53 |
| 12/18/20 | Accounting/General Ledger - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $12,037.34 | $12,037.34 |
| 12/18/20 | eSuite Base - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $3,501.53 | $3,501.53 |
| 12/18/20 | Employee Event Tracking - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $2,188.99 | $2,188.99 |
| 12/18/20 | Personnel Actions - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $2,188.99 | $2,188.99 |
| 12/18/20 | User License to Unlimited Site License - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $2,812.60 | $2,812.60 |
| 12/18/20 | Fixed Assets - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $1,750.06 | $1,750.06 |
| 12/18/20 | Misc Billing & Receivables - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $1,750.06 | $1,750.06 |
| 12/18/20 | Project Accounting - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $1,750.06 | $1,750.06 |
| 12/18/20 | Benefits Administration - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $1,750.06 | $1,750.06 |

tyler technologies

**Remittance:**
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
**Questions:**
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

# INVOICE

| Document No. | Date | Page |
|---|---|---|
| CI100-00322722 | 10/01/26 | 2 of 2 |

| Contract Date | Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| 12/18/20 | Bank Reconciliation - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $1,312.55 | $1,312.55 |
| 12/18/20 | HR Analytics - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $2,189.00 | $2,189.00 |
| 12/18/20 | Payroll/HR - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $9,849.77 | $9,849.77 |
| 12/18/20 | Roster Cards - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $4,376.56 | $4,376.56 |
| 12/18/20 | Time & Attendance Interface - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $0.00 | $0.00 |
| 12/18/20 | FM Analytics - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $2,626.50 | $2,626.50 |
| 12/18/20 | eBenefits Admin - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $2,626.51 | $2,626.51 |
| 12/18/20 | eEmployee - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $5,251.60 | $5,251.60 |
| 02/02/23 | System Management Services Contract<br>11/01/2026 - 10/31/2027 | 1 | $9,132.75 | $9,132.75 |
| 06/30/21 | SnapLogic - Up to 5 Snap integrations<br>11/01/2026 - 10/31/2027 | 1 | $9,019.06 | $9,019.06 |
| 06/30/21 | eMisc Billing - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $8,117.16 | $8,117.16 |
| 06/30/21 | Cashiering - Maintenance<br>11/01/2026 - 10/31/2027 | 1 | $27,057.17 | $27,057.17 |
| 02/02/23 | Disaster Recovery<br>11/01/2026 - 10/31/2027 | 1 | $9,132.75 | $9,132.75 |

****ATTENTION****
**Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.**

| | |
|---|---|
| **Subtotal** | $ 128,475.93 |
| **Sales Tax** | $0.00 |
| **Total** | $ 128,475.93 |

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** November 10, 2026

**Resolution No.** G/22

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE VEHICLE– DEPARTMENT OF SOCIAL SERVICES**

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

**WHEREAS,** The Rensselaer County Department of Social Services ("Department"), upon the recommendation of Automobile Maintenance, seeks Legislative approval for the purchase of one 2027 Chrysler Pacifica LX; and

**WHEREAS,** The Department provides transportation to children in the care and custody of the Commissioner and placed in foster care; and

**WHEREAS,** Replacement of the Department's current 2015 Honda Odyssey is needed due to age and high mileage (approximately 118,500 miles); and

**WHEREAS,** A full-size minivan is the vehicle of choice, offering three rows of seats, sliding doors, easy access to the third row and room to store car seats when not in use; and

**WHEREAS,** The Department received quotes through the New York State Office of General Services Vehicle Marketplace mini-bid (Rensselaer County DSS Van 2026) for both pre-existing and built to specification 7-passenger minivans with Sawyer Chrysler Dodge, Inc. dba Sawyer Motors, 166 Ulster Avenue, Saugerties, New York 12477 providing the most advantageous quote; and

**WHEREAS,** Pursuant to the Rensselaer County Vehicle Usage and Drivers Policy, the County Fleet Manager and the County Executive reviewed and approved the addition of this vehicle; and

**WHEREAS,** The Department will utilize funds available within the 2026 Rensselaer County Adopted Budget for this purchase via appropriation code A.6010.02300 (Automobile); and

**WHEREAS,** This purchase is being made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Guidelines; 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 | APPROPRIATION CODE | AMOUNT |
|---|---|---|---|
| 2027 Chrysler Pacifica LX | Sawyer Chrysler Dodge, Inc.<br>d/b/a Sawyer Motors<br>166 Ulster Avenue<br>Saugerties, NY 12477 | A.6010.02300 | $39,780.00 |

; now, therefore, be it

**RESOLVED**, That the Rensselaer County Director of Central Services is authorized to sign a purchase order for the above-described purchase.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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 PURCHASE OF ONE VEHICLE

Requested by: Department of Social Services

Sponsor(s):_____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 39,780.00 current year
$ similar ongoing expenses per year

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

   a) For federal funding: amount $ ~20,000 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes __X__ or No _____

   b) For state funding: amount $ ~12,500 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 $ ~7,280 and ongoing $ similar

   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.): ongoing

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:
The Department is mandated to transport children in foster care to court ordered visits with parent(s), and medical appointments as may be necessary. The replacement of this vehicle was included in the Capital Projects Plan and the 2026 Adopted Rensselaer County Budget.

Department Head

Michael P. McMahon

# Group 40440, Award 23166, Vehicles, Class 1-8

## Form A (Single OEM Specific Make/Model): *Mini-Bid Request*

| | |
|---|---|
| **MINI-BID SUMMARY** | |
| **Mini-Bid Name** | OGS 23166 - Rensselaer County DSS Van 2026 - (1) ChryslerVoyager - Rensselaer County Auto Maintenance |
| **Mini-Bid Reference Number** | Rensselaer County DSS Van 2026 |
| **Mini-Bid Release Date** | 9/8/2026 |
| **Mini-Bid Response Due Date** | 9/15/2026 |
| **Mini-Bid Response Due Time (Eastern Time)** | 10:00AM |
| **Purchased or leased?** | Purchased |
| **BUYER CONTACT INFORMATION** | |
| **State or Non-State Entity?** | Non-State |
| **Authorized User Entity Name** | Rensselaer County Auto Maintenance |
| **Town/Village/City & County** | Troy, Rensselaer County |
| **Primary Contact Name & Title** | Michael Warrington, Supervisor of Auto Maintenance & Fleet Svcs |
| **Primary Contact Email & Phone** | mwarrington@renscony.gov, 518-266-2941 |
| **Secondary Contact Name & Title** | Same, Same |
| **Secondary Contact Email & Phone** | Same, Same |
| **MINI-BID PROCESS** | |
| **Anticipated method and timeframe for purchase** | One-time purchase for the total number of Vehicles requested |
| **Type of Vehicle(s) requested** | Specific Vehicle(s) |
| **Type of Vehicle Order** | Vehicle(s) Built to Specifications |
| **If Built to Specifications, Pre-Existing Inventory Vehicle(s) also considered?** | Yes |
| **If Pre-Existing Inventory, Vehicle(s) Built to Specifications also considered?** | Yes |
| **Method of Award for "Vehicle(s) Built to Specifications"** | Lowest price to a single contractor |
| **Method of Award for "Pre-Existing Inventory Vehicle(s)"** | Lowest price to a single contractor |
| **VEHICLE INFORMATION** | |
| **Number of Vehicles** | 1 |
| **Vehicle Type** | Van, Mini-Van (Passenger) |
| **Model Year** | 2027 |
| **Other Model Years considered?** | Yes |
| **Make** | Chrysler |
| **Model and Trim Level** | Voyager |
| **Model Code** | LX, LX Fleet |
| **Cab Type** | N/A |
| **Drive Type** | FWD (Front Wheel Drive) |
| **Fuel Type** | Gasoline Only |
| **Final Assembly in the United States Required** | No |
| **Aftermarket Components Provider** | N/A |
| **ADDITIONAL SPECIFICATIONS** | |
| **Additional Vehicle Specifications File Name** | OGS 23166 - Rensselaer County DSS Van 2026 - (1) ChryslerVoyager - Rensselaer County Auto Maintenance - Specs |
| **DELIVERY INFORMATION** *(If "Multiple" is listed, see the Additional Specifications document for all delivery locations)* | |
| **Delivery Date** | ASAP |
| **Delivery Location Name** | Rensselaer County Auto Maintenance |
| **Number of Vehicles to be delivered to this location** | 1 |
| **Delivery Address** | 4000 Main Street |

| | |
|---|---|
| **Delivery City, State, Zip Code** | Troy, New York 12180 |
| **Delivery County** | Renselaer County County |

# CONTRACTOR INFORMATION
## Sawyer Chrysler Dodge, Inc.
## DBA Sawyer Motors

| CONTRACTOR/COMPANY INFORMATION | |
|---|---|
| Company Name: | Sawyer Chrysler Dodge Inc. DBA Sawyer Motors |
| Address: | 166 Ulster Avenue, Saugerties, N.Y. 12477 |
| Company Website: | www.sawyermotors.com |
| Federal ID #: | 14-1730394 |
| NYS Vendor ID #: | 1100229794 |
| Contract Administrator Name: | Dean Liu |
| Title: | Commercial & Fleet Manager |
| Email: | Dean@Sawyermotors.com |
| Phone: | 845-246-3412 |
| Toll Free Phone: | N/A |
| Normal Business Days/Hours | M-F 9:00am-7:00pm |

| EMERGENCIES | |
|---|---|
| Contact Name: | Dean Liu |
| Title: | Commercial & Fleet Manager |
| Email: | Deanrliu@yahoo.com |
| Phone: | 845-246-3412 |
| Cell Phone: | 845-321-1421 |

### PAYMENT/ORDERING INFORMATION

| | |
|---|---|
| Does Contractor offer a prompt payment discount for payments made in less than 30 days after receipt of a proper invoice? If yes, please detail the additional discounts by providing the percentage of discounts and the specific number of days within which payment must be made for the discounts to apply (for example: 2% / 15 days; 1% / 20 days). | No |
| Does Contractor accept the NYS Purchasing Card (see Appendix B, Purchasing Card) at no additional charge, for orders up to and including $50,000? | No |
| If Contractor requires a minimum and/or maximum purchase amount for orders placed using the NYS Purchasing Card, please indicate those minimum and maximum amounts. If there is no minimum or maximum, enter "N/A". | N/A |
| If Contractor offers an additional discount for purchases made with the NYS Purchasing Card, enter here (%). | N/A |

**Girzone, Jennifer (DFA)**

**Subject:** FW: NYS Vehicle Marketplace - Award Notification for Mini-Bid Rensselaer County DSS Van 2026

**From:** LaBrake, Misty (DFA)
**Sent:** Wednesday, September 30, 2026 3:00 PM
**To:** Dean@Sawyermotors.com
**Cc:** mwarrington@renscony.gov
**Subject:** NYS Vehicle Marketplace - Award Notification for Mini-Bid Rensselaer County DSS Van 2026

Dear Dean Liu of Sawyer Chrysler Dodge, Inc.,

Thank you for submitting a bid in response to the above referenced Mini-Bid conducted under the New York State Office of General Services (OGS) centralized contract for Vehicles, Class 1-8 (Group 40440, Award 23166). Based on an evaluation of the bids submitted we have made an award determination and your company's bid has been selected for award for this Mini-Bid.

A tabulation of the bids received and their ranking is provided in the following table:

We appreciate your interest in the Mini-Bid and look forward to working with you on this vehicle purchase.

Sincerely,

Misty LaBrake
Coordinator of Building Operations
Rensselaer County Department of Social Services
127 Bloomingrove Drive
Troy, NY 12180
518-833-6006 tel
518-833-6002 fax
Misty.LaBrake@dfa.state.ny.us

**Bid Tabulation Table**

| Rank | Bidder (#) | Mini-Bid # | Contractor | Contract # | Grand Total/Total Price for Mini-Bid |
|---|---|---|---|---|---|
| 8 | 1 | Rensselaer County DSS Van 2026 | Nielson of Morristown, Inc | PC69848 | $40,647.78 |
| 7 | 2 | Rensselaer County DSS Van 2026 | Robert Green Auto & Truck Inc. | PC68970 | $40,626.06 |
| 3 | 2 | Rensselaer County DSS Van 2026 | Robert Green Auto & Truck Inc. | PC68970 | $39,948.70 |
| 10 | 3 | Rensselaer County DSS Van 2026 | Main Motorcar | PC68941 | $40,760.44 |

| | | | | | |
|---|---|---|---|---|---|
| 4 | 4 | Rensselaer County DSS Van 2026 | Bob Johnson CDJR | PC69261 | $40,100.00 |
| 2 | 5 | Rensselaer County DSS Van 2026 | Bob Johnson CDJR | PC69261 | $39,800.00 |
| 5 | 6 | Rensselaer County DSS Van 2026 | Falls Dodge | PC68974 | $40,540.41 |
| 9 | 6 | Rensselaer County DSS Van 2026 | Falls Dodge | PC68974 | $40,683.28 |
| 6 | 7 | Rensselaer County DSS Van 2026 | Ferrario Ford | PC69846 | $40,618.80 |
| 11 | 7 | Rensselaer County DSS Van 2026 | Ferrario Ford | PC69846 | $41,580.60 |
| 1 | 8 | Rensselaer County DSS Van 2026 | Sawyer Chrysler Dodge, Inc. | PC69491SB | $39,780.00 |

# Mini Bid Additional Vehicle Requirements

## 2027 Chrysler Voyager LX, LX Fleet

- **Preferred vehicle color to be black or blue.**

- **Will require a total of 4 Programmed keys and transmitters.**

# Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

## Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

| Part A: Mini-Bid and Contractor Information | | |
|---|---|---|
| **1.0** | **Mini-Bid Questions** | **Contractor Response** |
| 1.1 | **Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*) | **Renssealaer County DSS Van 2026** |
| 1.2 | **Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]* | **Purchased** |
| 1.3 | **Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part B of this form has been completed.** |
| 1.4 | **Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **No, Part C of this form has been left blank.** |
| **2.0** | **Contractor Information** | |
| 2.1 | Full Legal Business Name, including DBA if applicable | Nielsen of Morristown Inc |
| 2.2 | OGS Contract Number (e.g., PC12345) | PC69848 |
| 2.3 | Federal Employer Identification Number / FEIN (e.g. 14-1234567) | 882643075 |
| 2.4 | NYS Vendor ID Number (e.g., 1000012345) | 1100280583 |
| **3.0** | **Primary Contact Information** | |
| 3.1 | Contact Name | Nick Nestico |
| 3.2 | Contact Email | nnestico@nielsenautos.com |
| 3.3 | Contact Phone (1) | 973-319-7013 |
| 3.4 | Contact Phone (2) | 973-319-7000 |
| **4.0** | **Secondary Contact Information** | |
| 4.1 | Contact Name | Jason Bonante |
| 4.2 | Contact Email | jbonante@nielsenautos.com |
| 4.3 | Contact Phone | 973-319-7000 ex:6818 |

| Part B: Vehicle(s) Built to Specifications offered for Mini-Bid | | |
|---|---|---|
| **1.0** | **General Questions (Built to Spec)** | **Contractor Response** |
| 1.1 | Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]* | Yes |
| 1.2 | Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made. | 90-150 |
| 1.3 | Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. | TBA |
| 1.4 | If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]* | |

| 2.0 | **Vehicle Offered (Built to Spec)** | |
|---|---|---|
| 2.1 | Model Year (e.g., 2023, 2024) | 2027 |
| 2.2 | Make (e.g., Ford, Chevrolet, Dodge) | Chrysler |
| 2.3 | Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL) | Pacifica LX |
| 2.4 | Model Code (the OEM code used to identify a particular subset of a Vehicle Model) | RUCL53 |
| 2.5 | Drive Type *[click on yellow box and use drop-down menu]* | FWD |
| | If the offered Drive Type is not included in the drop-down menu, enter it here | |
| 2.6 | Fuel Type *[click on yellow box and use drop-down menu]* | Gasoline Only |
| | If the offered Fuel Type is not included in the drop-down menu, enter it here | |
| 2.7 | Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | N/A |

| 3.0 | **Additional Information (Built to Spec)** |
|---|---|
| 3.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". |
| | N/A |

| 4.0 | **Vehicle Price Worksheet (Built to Spec)** | **Price** |
|---|---|---|
| 4.1 | **NYS Base MSRP** | **$43,490.00** |
| 4.2 | **NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | **7.80** |
| 4.3 | **NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]* | **$40,097.78** |
| 4.4 | **NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]* | **$550.00** |
| 4.5 | **NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]* | **$40,647.78** |
| 4.6 | **Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]* | **1** |
| 4.7 | **Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]* | **$40,647.78** |

# Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

## Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

| Part A: Mini-Bid and Contractor Information | | |
|---|---|---|
| **1.0** | **Mini-Bid Questions** | **Contractor Response** |
| 1.1 | **Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*) | **23166-RENSSELAER COUNTY DSS VAN 2026-(1)CHRYSLERVOYAGER-** |
| 1.2 | **Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]* | **Purchased** |
| 1.3 | **Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part B of this form has been completed.** |
| 1.4 | **Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part C of this form has been completed.** |
| **2.0** | **Contractor Information** | |
| 2.1 | Full Legal Business Name, including DBA if applicable | ROBERT GREEN AUTO & TRUCK INC |
| 2.2 | OGS Contract Number (e.g., PC12345) | PC68970 |
| 2.3 | Federal Employer Identification Number / FEIN (e.g. 14-1234567) | 14-1504690 |
| 2.4 | NYS Vendor ID Number (e.g., 1000012345) | 1000013855 |
| **3.0** | **Primary Contact Information** | |
| 3.1 | Contact Name | RS GREEN |
| 3.2 | Contact Email | RSGREEN_RGTRUCK@HOTMAIL.COM |
| 3.3 | Contact Phone (1) | 8457940300 XT.108 |
| 3.4 | Contact Phone (2) | 8457946161 XT.108 |
| **4.0** | **Secondary Contact Information** | |
| 4.1 | Contact Name | |
| 4.2 | Contact Email | |
| 4.3 | Contact Phone | |

| Part B: Vehicle(s) Built to Specifications offered for Mini-Bid | | |
|---|---|---|
| **1.0** | **General Questions (Built to Spec)** | **Contractor Response** |
| 1.1 | Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]* | Yes |
| 1.2 | Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made. | 60-90 DAYS ARO |
| 1.3 | Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. | TBA |
| 1.4 | If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]* | |

| | | |
|---|---|---|
| **2.0** | **Vehicle Offered (Built to Spec)** | |
| 2.1 | Model Year (e.g., 2023, 2024) | 2027 |
| 2.2 | Make (e.g., Ford, Chevrolet, Dodge) | CHRYSLER |
| 2.3 | Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL) | PACIFICA LX |
| 2.4 | Model Code (the OEM code used to identify a particular subset of a Vehicle Model) | RUCL53 |
| 2.5 | Drive Type *[click on yellow box and use drop-down menu]* | FWD |
| | If the offered Drive Type is not included in the drop-down menu, enter it here | |
| 2.6 | Fuel Type *[click on yellow box and use drop-down menu]* | Gasoline Only |
| | If the offered Fuel Type is not included in the drop-down menu, enter it here | |
| 2.7 | Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | N/A |
| **3.0** | **Additional Information (Built to Spec)** | |
| 3.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | | |

| | | |
|---|---|---|
| **4.0** | **Vehicle Price Worksheet (Built to Spec)** | **Price** |
| 4.1 | **NYS Base MSRP** | **$43,490.00** |
| 4.2 | **NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | **7.62** |
| 4.3 | **NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]* | **$40,176.06** |
| 4.4 | **NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]* | **$450.00** |
| 4.5 | **NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]* | **$40,626.06** |
| 4.6 | **Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]* | **1** |
| 4.7 | **Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]* | **$40,626.06** |

## Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

| 1.0 | General Questions (Pre-Existing) | Contractor Response |
|---|---|---|
| 1.1 | Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* *(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).* | Yes |
| 1.2 | Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]* | Yes |
| 1.3 | If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? *[click on yellow box and use drop-down menu]* | |
| **2.0** | **Additional Information (Pre-Existing)** | |
| 2.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | | |
| **3.0** | **Vehicle Price Worksheet (Pre-Existing)** | |

*[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].*

| Ref. # | Model Year | Make | Model and Trim Level | Model Code | Exterior Color | Interior Color | Seat Fabric | Drive Type | Fuel Type | NYS Base MSRP | NYS Discount | NYS Base Price | NYS Aftermarket Components Price | NYS Price for Vehicle | Final Assembly in USA? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (Example) | 2023 | Chevrolet | Traverse | CV14526 | Blue Metallic | Dark Titanium | Cloth | FWD | Gasoline | $41,500.00 | 5.00 | $39,425.00 | $1,500.00 | $40,925.00 | Yes |
| 001 | 2026 | CHRYSLER | VOYAGER LX | RUCL53 | DIAMOND BLACK | BLACK | LEATHERETTE | FWD | Gasoline | $42,490.00 | 7.04 | $39,498.70 | $450.00 | $39,948.70 | No |
| 002 | | | | | | | | | | | | | | | |
| 003 | | | | | | | | | | | | | | | |
| 004 | | | | | | | | | | | | | | | |
| 005 | | | | | | | | | | | | | | | |
| 006 | | | | | | | | | | | | | | | |
| 007 | | | | | | | | | | | | | | | |
| 008 | | | | | | | | | | | | | | | |
| 009 | | | | | | | | | | | | | | | |
| 010 | | | | | | | | | | | | | | | |
| 011 | | | | | | | | | | | | | | | |
| 012 | | | | | | | | | | | | | | | |
| 013 | | | | | | | | | | | | | | | |
| 014 | | | | | | | | | | | | | | | |
| 015 | | | | | | | | | | | | | | | |

| | |
|---|---|
| **Total Price for Mini-Bid** | **$39,948.70** |
| **Total Pre-Existing Vehicles Offered** | 1 |

# Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

## Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

### Part A: Mini-Bid and Contractor Information

| | | |
|---|---|---|
| **1.0** | **Mini-Bid Questions** | **Contractor Response** |
| 1.1 | **Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*) | **RENSSELAER COUNTY DSS VAN** |
| 1.2 | **Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]* | **Purchased** |
| 1.3 | **Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part B of this form has been completed.** |
| 1.4 | **Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **No, Part C of this form has been left blank.** |
| **2.0** | **Contractor Information** | |
| 2.1 | Full Legal Business Name, including DBA if applicable | HOWELL & PIERSON DBA MAIN MOTORCAR |
| 2.2 | OGS Contract Number (e.g., PC12345) | PC68941 |
| 2.3 | Federal Employer Identification Number / FEIN (e.g. 14-1234567) | 14-1288470 |
| 2.4 | NYS Vendor ID Number (e.g., 1000012345) | 1100022298 |
| **3.0** | **Primary Contact Information** | |
| 3.1 | Contact Name | GEORGE KLINE |
| 3.2 | Contact Email | GKLINE@MAINMOTORCAR.COM |
| 3.3 | Contact Phone (1) | 518-762-3183 EXT.223 |
| 3.4 | Contact Phone (2) | |
| **4.0** | **Secondary Contact Information** | |
| 4.1 | Contact Name | CLARE ECHEVARRIA |
| 4.2 | Contact Email | CLARE@MAINMOTORCAR.COM |
| 4.3 | Contact Phone | 518-762-3183 EXT.231 |

### Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

| | | |
|---|---|---|
| **1.0** | **General Questions (Built to Spec)** | **Contractor Response** |
| 1.1 | Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]* | Yes |
| 1.2 | Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made. | 90-180 |
| 1.3 | Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. | TBA |
| 1.4 | If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]* | No |

| 2.0 | Vehicle Offered (Built to Spec) | |
|---|---|---|
| 2.1 | Model Year (e.g., 2023, 2024) | 2027 |
| 2.2 | Make (e.g., Ford, Chevrolet, Dodge) | CHRYSLER |
| 2.3 | Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL) | PACIFICIA LX |
| 2.4 | Model Code (the OEM code used to identify a particular subset of a Vehicle Model) | RUCL53 |
| 2.5 | Drive Type *[click on yellow box and use drop-down menu]* | FWD |
| | If the offered Drive Type is not included in the drop-down menu, enter it here | |
| 2.6 | Fuel Type *[click on yellow box and use drop-down menu]* | Gasoline Only |
| | If the offered Fuel Type is not included in the drop-down menu, enter it here | |
| 2.7 | Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | MAIN MOTORCAR |
| **3.0** | **Additional Information (Built to Spec)** | |
| 3.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | N/A | |

| 4.0 | Vehicle Price Worksheet (Built to Spec) | Price |
|---|---|---|
| 4.1 | **NYS Base MSRP** | **$43,490.00** |
| 4.2 | **NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | **7.38** |
| 4.3 | **NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]* | **$40,280.44** |
| 4.4 | **NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]* | **$480.00** |
| 4.5 | **NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]* | **$40,760.44** |
| 4.6 | **Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]* | **1** |
| 4.7 | **Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]* | **$40,760.44** |

# Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

## Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

| Part A: Mini-Bid and Contractor Information | | |
|---|---|---|
| **1.0** | **Mini-Bid Questions** | **Contractor Response** |
| 1.1 | **Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*) | **Rensselaer County DSS Van 2026** |
| 1.2 | **Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]* | **Purchased** |
| 1.3 | **Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part B of this form has been completed.** |
| 1.4 | **Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **No, Part C of this form has been left blank.** |
| **2.0** | **Contractor Information** | |
| 2.1 | Full Legal Business Name, including DBA if applicable | BJA 1695 LLC dba Bob Johnson CDJR |
| 2.2 | OGS Contract Number (e.g., PC12345) | PC69261 |
| 2.3 | Federal Employer Identification Number / FEIN (e.g. 14-1234567) | 84-4159780 |
| 2.4 | NYS Vendor ID Number (e.g., 1000012345) | 110245576 |
| **3.0** | **Primary Contact Information** | |
| 3.1 | Contact Name | Louann Cimino |
| 3.2 | Contact Email | lcimino@bobjohnsonauto.com |
| 3.3 | Contact Phone (1) | 585-438-4393 |
| 3.4 | Contact Phone (2) | 585-748-6512 |
| **4.0** | **Secondary Contact Information** | |
| 4.1 | Contact Name | Tyler Kole |
| 4.2 | Contact Email | tkole@bobjohnsonauto.com |
| 4.3 | Contact Phone | 585-880-9265 |

| Part B: Vehicle(s) Built to Specifications offered for Mini-Bid | | |
|---|---|---|
| **1.0** | **General Questions (Built to Spec)** | **Contractor Response** |
| 1.1 | Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]* | Yes |
| 1.2 | Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made. | 84 |
| 1.3 | Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. | TBA |
| 1.4 | If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]* | |

| 2.0 | **Vehicle Offered (Built to Spec)** | |
|---|---|---|
| 2.1 | Model Year (e.g., 2023, 2024) | 2027 |
| 2.2 | Make (e.g., Ford, Chevrolet, Dodge) | CHRYSLER |
| 2.3 | Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL) | PACIFICA LX |
| 2.4 | Model Code (the OEM code used to identify a particular subset of a Vehicle Model) | RUCL53 |
| 2.5 | Drive Type *[click on yellow box and use drop-down menu]* | FWD |
| | If the offered Drive Type is not included in the drop-down menu, enter it here | |
| 2.6 | Fuel Type *[click on yellow box and use drop-down menu]* | Gasoline Only |
| | If the offered Fuel Type is not included in the drop-down menu, enter it here | |
| 2.7 | Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | N/A |
| **3.0** | **Additional Information (Built to Spec)** | |
| 3.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | VOYAGER LX NOT AVAILABLE FOR MODEL YEAR 2027; BID PRICE INCLUDES (2) EXTRA KEY FOBS | |

| 4.0 | **Vehicle Price Worksheet (Built to Spec)** | **Price** |
|---|---|---|
| 4.1 | **NYS Base MSRP** | **$43,490.00** |
| 4.2 | **NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | **7.79** |
| 4.3 | **NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]* | **$40,100.00** |
| 4.4 | **NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]* | |
| 4.5 | **NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]* | **$40,100.00** |
| 4.6 | **Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]* | **1** |
| 4.7 | **Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]* | **$40,100.00** |

# Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

## Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

### Part A: Mini-Bid and Contractor Information

| | | |
|---|---|---|
| **1.0** | **Mini-Bid Questions** | **Contractor Response** |
| 1.1 | **Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*) | **Rensselaer County DSS Van 2026** |
| 1.2 | **Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]* | **Purchased** |
| 1.3 | **Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part B of this form has been completed.** |
| 1.4 | **Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **No, Part C of this form has been left blank.** |
| **2.0** | **Contractor Information** | |
| 2.1 | Full Legal Business Name, including DBA if applicable | BJA 1695 LLC dba Bob Johnson CDJR |
| 2.2 | OGS Contract Number (e.g., PC12345) | PC69261 |
| 2.3 | Federal Employer Identification Number / FEIN (e.g. 14-1234567) | 84-4159780 |
| 2.4 | NYS Vendor ID Number (e.g., 1000012345) | 110245576 |
| **3.0** | **Primary Contact Information** | |
| 3.1 | Contact Name | Louann Cimino |
| 3.2 | Contact Email | lcimino@bobjohnsonauto.com |
| 3.3 | Contact Phone (1) | 585-438-4393 |
| 3.4 | Contact Phone (2) | 585-748-6512 |
| **4.0** | **Secondary Contact Information** | |
| 4.1 | Contact Name | Tyler Kole |
| 4.2 | Contact Email | tkole@bobjohnsonauto.com |
| 4.3 | Contact Phone | 585-880-9265 |

### Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

| | | |
|---|---|---|
| **1.0** | **General Questions (Built to Spec)** | **Contractor Response** |
| 1.1 | Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]* | Yes |
| 1.2 | Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made. | 84 |
| 1.3 | Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. | TBA |
| 1.4 | If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]* | |

| 2.0 | **Vehicle Offered (Built to Spec)** | |
|---|---|---|
| 2.1 | Model Year (e.g., 2023, 2024) | 2027 |
| 2.2 | Make (e.g., Ford, Chevrolet, Dodge) | CHRYSLER |
| 2.3 | Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL) | PACIFICA LX |
| 2.4 | Model Code (the OEM code used to identify a particular subset of a Vehicle Model) | RUCL53 |
| 2.5 | Drive Type *[click on yellow box and use drop-down menu]* | FWD |
| | If the offered Drive Type is not included in the drop-down menu, enter it here | |
| 2.6 | Fuel Type *[click on yellow box and use drop-down menu]* | Gasoline Only |
| | If the offered Fuel Type is not included in the drop-down menu, enter it here | |
| 2.7 | Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | N/A |
| **3.0** | **Additional Information (Built to Spec)** | |
| 3.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | VOYAGER LX NOT AVAILABLE FOR MODEL YEAR 2027 | |

| 4.0 | **Vehicle Price Worksheet (Built to Spec)** | **Price** |
|---|---|---|
| 4.1 | **NYS Base MSRP** | **$43,490.00** |
| 4.2 | **NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | **8.48** |
| 4.3 | **NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]* | **$39,800.00** |
| 4.4 | **NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]* | |
| 4.5 | **NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]* | **$39,800.00** |
| 4.6 | **Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]* | **1** |
| 4.7 | **Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]* | **$39,800.00** |

# Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

## Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

### Part A: Mini-Bid and Contractor Information

| | | |
|---|---|---|
| **1.0** | **Mini-Bid Questions** | **Contractor Response** |
| 1.1 | **Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*) | **Rensselaer County DSS Van 2026** |
| 1.2 | **Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]* | **Purchased** |
| 1.3 | **Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part B of this form has been completed.** |
| 1.4 | **Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part C of this form has been completed.** |
| **2.0** | **Contractor Information** | |
| 2.1 | Full Legal Business Name, including DBA if applicable | Falls Dodge DBA Joe Cecconi's Chrysler Complex |
| 2.2 | OGS Contract Number (e.g., PC12345) | PC68974 |
| 2.3 | Federal Employer Identification Number / FEIN (e.g. 14-1234567) | 16-0865689 |
| 2.4 | NYS Vendor ID Number (e.g., 1000012345) | 1000014956 |
| **3.0** | **Primary Contact Information** | |
| 3.1 | Contact Name | Jason Kwilos |
| 3.2 | Contact Email | Jkwilos@joecs.com |
| 3.3 | Contact Phone (1) | 716-343-4978 |
| 3.4 | Contact Phone (2) | 716-297-5800 |
| **4.0** | **Secondary Contact Information** | |
| 4.1 | Contact Name | Paul Schirca |
| 4.2 | Contact Email | gov.fleet@joecs.com |
| 4.3 | Contact Phone | 716-286-9063 |

### Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

| | | |
|---|---|---|
| **1.0** | **General Questions (Built to Spec)** | **Contractor Response** |
| 1.1 | Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]* | Yes |
| 1.2 | Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made. | 80 to 125 days |
| 1.3 | Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. | TBA |
| 1.4 | If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]* | |

| 2.0 | **Vehicle Offered (Built to Spec)** | |
|---|---|---|
| 2.1 | Model Year (e.g., 2023, 2024) | 2027 |
| 2.2 | Make (e.g., Ford, Chevrolet, Dodge) | Chrysler |
| 2.3 | Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL) | Pacifica LX |
| 2.4 | Model Code (the OEM code used to identify a particular subset of a Vehicle Model) | RUCL 53 |
| 2.5 | Drive Type *[click on yellow box and use drop-down menu]* | FWD |
| | If the offered Drive Type is not included in the drop-down menu, enter it here | |
| 2.6 | Fuel Type *[click on yellow box and use drop-down menu]* | Gasoline Only |
| | If the offered Fuel Type is not included in the drop-down menu, enter it here | |
| 2.7 | Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | Falls Dodge |
| **3.0** | **Additional Information (Built to Spec)** | |
| 3.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | Chrysler renamed the Voyager LX the Pacifica LX for the 2027 model year. The LX is available in three colors - black, red, and white. The above built to spec model would be black. We are also offering a white, preexisting model that could be delivered two to four weeks after receiving a PO. The aftermarket price is for the 2 extra keys, fobs and programming. | |

| 4.0 | **Vehicle Price Worksheet (Built to Spec)** | **Price** |
|---|---|---|
| 4.1 | **NYS Base MSRP** | **$43,490.00** |
| 4.2 | **NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | **7.61** |
| 4.3 | **NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]* | **$40,180.41** |
| 4.4 | **NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]* | **$360.00** |
| 4.5 | **NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]* | **$40,540.41** |
| 4.6 | **Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]* | **1** |
| 4.7 | **Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]* | **$40,540.41** |

## Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

| 1.0 | General Questions (Pre-Existing) | Contractor Response |
|---|---|---|
| 1.1 | Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* *(Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).* | No, deviations are identified in Section C-2 of this form. |
| 1.2 | Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)?* *[click on yellow box and use drop-down menu]* | Yes |
| 1.3 | If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? *[click on yellow box and use drop-down menu]* | |
| **2.0** | **Additional Information (Pre-Existing)** | |
| 2.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | This is a white van. | |
| **3.0** | **Vehicle Price Worksheet (Pre-Existing)** | |

*[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].*

| Ref. # | Model Year | Make | Model and Trim Level | Model Code | Exterior Color | Interior Color | Seat Fabric | Drive Type | Fuel Type | NYS Base MSRP | NYS Discount | NYS Base Price | NYS Aftermarket Components Price | NYS Price for Vehicle | Final Assembly In USA? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (Example) | 2023 | Chevrolet | Traverse | CV14526 | Blue Metallic | Dark Titanium | Cloth | FWD | Gasoline | $41,500.00 | 5.00 | $39,425.00 | $1,500.00 | $40,925.00 | Yes |
| 001 | 2027 | Chrysler | Pacifica LX | RUCL53 | Bright White | Black | Caprice Leatherette | FWD | Gasoline | $43,490.00 | 7.27 | $40,328.28 | $360.00 | $40,688.28 | No |
| 002 | | | | | | | | | | | | | | | |
| 003 | | | | | | | | | | | | | | | |
| 004 | | | | | | | | | | | | | | | |
| 005 | | | | | | | | | | | | | | | |
| 006 | | | | | | | | | | | | | | | |
| 007 | | | | | | | | | | | | | | | |
| 008 | | | | | | | | | | | | | | | |
| 009 | | | | | | | | | | | | | | | |
| 010 | | | | | | | | | | | | | | | |
| 011 | | | | | | | | | | | | | | | |
| 012 | | | | | | | | | | | | | | | |
| 013 | | | | | | | | | | | | | | | |
| 014 | | | | | | | | | | | | | | | |
| 015 | | | | | | | | | | | | | | | |

| | |
|---|---|
| **Total Price for Mini-Bid** | **$40,688.28** |
| **Total Pre-Existing Vehicles Offered** | 1 |

# Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

## Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

| Part A: Mini-Bid and Contractor Information | | |
|---|---|---|
| **1.0** | **Mini-Bid Questions** | **Contractor Response** |
| 1.1 | **Mini-Bid Reference Number** (e.g. 12345; see the *Mini-Bid Request*) | **DSS Van 2026** |
| 1.2 | **Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User?** *[click on yellow box and use drop-down menu]* | **Purchased** |
| 1.3 | **Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part B of this form has been completed.** |
| 1.4 | **Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid?** *[click on yellow box and use drop-down menu]* | **Yes, Part C of this form has been completed.** |
| **2.0** | **Contractor Information** | |
| 2.1 | Full Legal Business Name, including DBA if applicable | Ferrario Ford dba Ferrario Auto Team of Elmira |
| 2.2 | OGS Contract Number (e.g., PC12345) | PC69846 |
| 2.3 | Federal Employer Identification Number / FEIN (e.g. 14-1234567) | 20-1157222 |
| 2.4 | NYS Vendor ID Number (e.g., 1000012345) | 100029893 |
| **3.0** | **Primary Contact Information** | |
| 3.1 | Contact Name | Don Ferrario |
| 3.2 | Contact Email | don@ferrario.com |
| 3.3 | Contact Phone (1) | 607-398-7078 |
| 3.4 | Contact Phone (2) | 607-738-2776 |
| **4.0** | **Secondary Contact Information** | |
| 4.1 | Contact Name | Landon Mayhew |
| 4.2 | Contact Email | lmayhew@ferrario.com |
| 4.3 | Contact Phone | 607-734-1681 |

| Part B: Vehicle(s) Built to Specifications offered for Mini-Bid | | |
|---|---|---|
| **1.0** | **General Questions (Built to Spec)** | **Contractor Response** |
| 1.1 | Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]* | |
| 1.2 | Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made. | |
| 1.3 | Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. | |
| 1.4 | If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]* | |

| | | |
|---|---|---|
| **2.0** | **Vehicle Offered (Built to Spec)** | |
| 2.1 | Model Year (e.g., 2023, 2024) | |
| 2.2 | Make (e.g., Ford, Chevrolet, Dodge) | |
| 2.3 | Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL) | |
| 2.4 | Model Code (the OEM code used to identify a particular subset of a Vehicle Model) | |
| 2.5 | Drive Type *[click on yellow box and use drop-down menu]* | |
| | If the offered Drive Type is not included in the drop-down menu, enter it here | |
| 2.6 | Fuel Type *[click on yellow box and use drop-down menu]* | |
| | If the offered Fuel Type is not included in the drop-down menu, enter it here | |
| 2.7 | Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | |
| **3.0** | **Additional Information (Built to Spec)** | |
| 3.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | | |

| | | |
|---|---|---|
| **4.0** | **Vehicle Price Worksheet (Built to Spec)** | **Price** |
| 4.1 | **NYS Base MSRP** | |
| 4.2 | **NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | |
| 4.3 | **NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]* | **$0.00** |
| 4.4 | **NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]* | |
| 4.5 | **NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]* | **$0.00** |
| 4.6 | **Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]* | |
| 4.7 | **Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]* | **Enter Pricing** |

## Part C: Pre-Existing Inventory Vehicle(s) offered for Mini-Bid

| 1.0 | General Questions (Pre-Existing) | Contractor Response |
|---|---|---|
| 1.1 | Do the Vehicle(s) offered meet all Authorized User Specifications for the requested Vehicle? *[click on yellow box and use drop-down menu]* (*Note: General specifications, and an "Additional Vehicle Specifications Document" are included with each Mini-Bid Request. A Vehicle offered that does not meet all Authorized User Specifications may be deemed non-responsive and may be rejected).* | |
| 1.2 | Will the Vehicle(s) and pricing offered for the Mini-Bid Response remain firm and not be withdrawn for at least ten (10) calendar days from the first business day immediately following the Mini-Bid response submittal deadline, or such other period of time as specified in the Mini-Bid Request, in accordance with the Contract (see *Section 2.42 Procurement Method,* Paragraph G *Timeframe for Offers in Mini-Bids)? [click on yellow box and use drop-down menu]* | |
| 1.3 | If the Vehicle(s) offered are ZEVs (see definition), did final assembly of the Vehicle(s) occur in the United States? *[click on yellow box and use drop-down menu]* | |
| **2.0** | **Additional Information (Pre-Existing)** | |
| 2.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | $700 = two additional key fobs | |
| **3.0** | **Vehicle Price Worksheet (Pre-Existing)** | |

*[If more than fifteen (15) Pre-Existing Inventory Vehicles are being offered for a Mini-Bid, submit an additional completed Form B (Single OEM Vehicle): Mini-Bid Response form for the Mini-Bid. Submit both Form Bs following the instructions at the top of this Form, using the following naming convention for the additional Form B "OGS 23166-XXXXXXXX-PC12345-Additional Vehicles" (i.e., OGS Award#-Mini-Bid Reference#-Contract#-Additional Vehicles)].*

| Ref. # | Model Year | Make | Model and Trim Level | Model Code | Exterior Color | Interior Color | Seat Fabric | Drive Type | Fuel Type | NYS Base MSRP | NYS Discount | NYS Base Price | NYS Aftermarket Components Price | NYS Price for Vehicle | Final Assembly in USA? |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (Example) | 2023 | Chevrolet | Traverse | CV14526 | Blue Metallic | Dark Titanium | Cloth | FWD | Gasoline | $41,500.00 | 5.00 | $39,425.00 | $1,500.00 | $40,925.00 | Yes |
| 001 | 2026 | Chrysler | Voyager | RUCL53 | Black | Black | Leatherette | FWD | Gasoline | $43,390.00 | 8.00 | $39,918.80 | $700.00 | $40,618.80 | |
| 002 | 2027 | Chrysler | Pacifica LX | RUCL53 | Black | Black | Leatherette | FWD | Gasoline | $43,490.00 | 6.00 | $40,880.60 | $700.00 | $41,580.60 | |
| 003 | | | | | | | | | | | | | | | |
| 004 | | | | | | | | | | | | | | | |
| 005 | | | | | | | | | | | | | | | |
| 006 | | | | | | | | | | | | | | | |
| 007 | | | | | | | | | | | | | | | |
| 008 | | | | | | | | | | | | | | | |
| 009 | | | | | | | | | | | | | | | |
| 010 | | | | | | | | | | | | | | | |
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| 013 | | | | | | | | | | | | | | | |
| 014 | | | | | | | | | | | | | | | |
| 015 | | | | | | | | | | | | | | | |

| | |
|---|---|
| **Total Price for Mini-Bid** | **$82,199.40** |
| **Total Pre-Existing Vehicles Offered** | **2** |

# Group 40440-23166, VEHICLES, Class 1-8 (Vehicle Marketplace)

## Form B (Single OEM Vehicle): *Mini-Bid Response*

Form Revision: 04/29/2025

### Part A: Mini-Bid and Contractor Information

| 1.0 | Mini-Bid Questions | Contractor Response |
|---|---|---|
| 1.1 | Mini-Bid Reference Number (e.g. 12345; see the *Mini-Bid Request*) | Rensselaer County DSS Van 2026 |
| 1.2 | Is the Mini-Bid for Vehicle(s) to be purchased or leased by the Authorized User? *[click on yellow box and use drop-down menu]* | Purchased |
| 1.3 | Are Vehicle(s) Built to Specifications being offered in response to the Mini-Bid? *[click on yellow box and use drop-down menu]* | Yes, Part B of this form has been completed. |
| 1.4 | Are Pre-Existing Inventory Vehicle(s) being offered in response to the Mini-Bid? *[click on yellow box and use drop-down menu]* | No, Part C of this form has been left blank. |
| **2.0** | **Contractor Information** | |
| 2.1 | Full Legal Business Name, including DBA if applicable | Sawyer Chrysler Dodge, Inc. DBA Sawyer |
| 2.2 | OGS Contract Number (e.g., PC12345) | PC69491 SB |
| 2.3 | Federal Employer Identification Number / FEIN (e.g. 14-1234567) | 14-1730394 |
| 2.4 | NYS Vendor ID Number (e.g., 1000012345) | 1100229794 |
| **3.0** | **Primary Contact Information** | |
| 3.1 | Contact Name | Dean Liu |
| 3.2 | Contact Email | Dean@Sawyermotors.com |
| 3.3 | Contact Phone (1) | 845-246-3412 x 115 |
| 3.4 | Contact Phone (2) | 845-321-1421 |
| **4.0** | **Secondary Contact Information** | |
| 4.1 | Contact Name | |
| 4.2 | Contact Email | |
| 4.3 | Contact Phone | |

### Part B: Vehicle(s) Built to Specifications offered for Mini-Bid

| 1.0 | General Questions (Built to Spec) | Contractor Response |
|---|---|---|
| 1.1 | Does the Vehicle offered meet all Authorized User Specifications for the requested Vehicle? *[Note: General specifications, and an "Additional Vehicle Specifications Document(s)" are included with each Mini-Bid Request]* | No, deviations are identified in Section B-3 of this form. |
| 1.2 | Enter the estimated number of days after receipt of a Purchase Order, or other ordering document, that the delivery will be made. | 120 or less |
| 1.3 | Enter the Final Order Due Date for the Vehicle offered for the Mini-Bid, or "TBA" if the date has not been announced by the manufacturer. | TBA |
| 1.4 | If the Vehicle is a ZEV (see definition), will final assembly of the Vehicle occur in the United States? *[click on yellow box and use drop-down menu]* | |

| 2.0 | **Vehicle Offered (Built to Spec)** | |
|---|---|---|
| 2.1 | Model Year (e.g., 2023, 2024) | 2027 |
| 2.2 | Make (e.g., Ford, Chevrolet, Dodge) | Chrysler |
| 2.3 | Model (e.g., Taurus, Tahoe, Grand Caravan), and Trim Level (e.g., SE, LE, XL) | Pacifica LX |
| 2.4 | Model Code (the OEM code used to identify a particular subset of a Vehicle Model) | RUCL53 |
| 2.5 | Drive Type *[click on yellow box and use drop-down menu]* | FWD |
| | If the offered Drive Type is not included in the drop-down menu, enter it here | |
| 2.6 | Fuel Type *[click on yellow box and use drop-down menu]* | Gasoline Only |
| | If the offered Fuel Type is not included in the drop-down menu, enter it here | |
| 2.7 | Enter the vendor business name(s) of the Aftermarket Components Provider(s), if applicable. If not applicable, enter "N/A". | |
| **3.0** | **Additional Information (Built to Spec)** | |
| 3.1 | If applicable, enter any deviations from the Authorized User Specifications, or other additional information applicable to this Mini-Bid. Bidders are strongly encouraged to submit proposed deviations to the Authorized User by email prior to the Mini-Bid Response Due Date, so that they may be given due consideration prior to the submission of Bids. Do not enter information about Options or Aftermarket Components available for the Vehicle offered, unless it has been included in the Authorized User Specifications. If not applicable, enter "N/A". | |
| | Voyager is discontinued and replaced by the Pacifica LX | |

| 4.0 | **Vehicle Price Worksheet (Built to Spec)** | **Price** |
|---|---|---|
| 4.1 | **NYS Base MSRP** | **$43,490.00** |
| 4.2 | **NYS Discount** *[Type a number only (e.g., 5.5); Do not type a percentage sign (%) after the number; For 5.5% type 5.5, not 0.055].* | **8.53** |
| 4.3 | **NYS Base Price** *[Automatically calculated: NYS Base MSRP minus NYS Discount]* | **$39,780.00** |
| 4.4 | **NYS Aftermarket Components Price** *[If there are no Aftermarket Components, leave blank]* | **$0.00** |
| 4.5 | **NYS Price for the Vehicle** *[Automatically calculated: NYS Base Price plus NYS Aftermarket Component Price]* | **$39,780.00** |
| 4.6 | **Number of Vehicles** *[This quantity must match the Number of Vehicles specified by the Authorized User in the Mini-Bid Request]* | **1** |
| 4.7 | **Total Price for Mini-Bid** *[Automatically calculated: NYS Price for the Vehicle multiplied by Total Number of Vehicles]* | **$39,780.00** |

**Girzone, Jennifer (DFA)**

**From:** Burton, Michelle <MBurton@renscony.gov>
**Sent:** Wednesday, September 23, 2026 3:18 PM
**To:** Girzone, Jennifer (DFA)
**Cc:** Gordon, James
**Subject:** RE: approval for replacement vehicle (DSS)

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

approved

**From:** Girzone, Jennifer (DFA) <Jennifer.Girzone@dfa.state.ny.us>
**Sent:** Thursday, September 17, 2026 2:20 PM
**To:** McLaughlin, Steve <SMcLaughlin@renscony.gov>
**Cc:** Gordon, James <JGordon@renscony.gov>
**Subject:** approval for replacement vehicle (DSS)

**Warning: Unusual sender** <jennifer.girzone@dfa.state.ny.us>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Please see attached memo.
Thank you.

Jennifer M. Girzone
Rensselaer County Department of Social Services
Deputy Commissioner Administrative Services
127 Bloomingrove Drive . Troy . NY . 12180
phone: (518) 833.6008 fax: (518) 833-6002
jennifer.girzone@dfa.state.ny.us

# RENSSELAER COUNTY
# DEPARTMENT OF SOCIAL SERVICES

ADMINISTRATION BUILDING, 127 BLOOMINGROVE DRIVE, TROY, NY 12180
PHONE: (518) 833-6000 / FAX: (518) 283-7884

Steven F. McLaughlin
County Executive

Michael P. McMahon
Commissioner


TO: Steven F. McLaughlin, County Executive

CC: James R. Gordon, Director Central Services

FROM: Jennifer M. Girzone, Deputy Commissioner DSS

DATE: September 17, 2026

RE: Vehicle Replacement

I am requesting approval for the replacement of a 2015 Honda Odyssey (VIN 5FNRL5H27FB080456) with approximately 118,000 miles. Upon the recommendation of Mike Warrington, Supervisor of Auto Maintenance and Fleet Services, the Department included the purchase of a new minivan in the 2026 Budget. This vehicle is used to transport children in foster care to various medical appointments and mandated parental visits. Mike conducted a mini bid under the New York State contract for the new minivan. The lowest bid received was from Sawyer Chrysler Dodge, Inc. for a 2027 Chrysler Pacifica LX in the amount of $39,780.

Please let me know if you need anything else from me.

Thank you for your consideration.

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** November 10, 2026

**Resolution No.** G/23

**RESOLUTION AUTHORIZING AN AGREEMENT**
**WITH ALLIANCE RISK GROUP INC. - DEPARTMENT OF SOCIAL SERVICES**

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

**WHEREAS,** The Department of Social Services ("Department") is mandated by New York State Civil Procedure Law and Rules provisions to serve process of legal papers, process orders and related documents, as necessary; and

**WHEREAS,** The Department issued a Request for Quotation (RFQ) from three qualified Process Service Firms for an initial period of twelve (12) months, from January 1, 2027 through December 31, 2027, plus an additional four (4), one-year extensions; and

**WHEREAS,** The Department anticipates requiring between 400 and 650 services annually; and

**WHEREAS,** The Department's current vendor, Alliance Risk Group, Inc., 56 Clifton Country Road, Suite 203, Clifton Park, New York 12065, was the sole response to the RFQ; and

**WHEREAS,** Alliance Risk Group, Inc. serves organizations globally with comprehensive investigative and legal support solutions; and

**WHEREAS,** The Department seeks Legislative approval to enter into an agreement with Alliance Risk Group, Inc. to provide process server services, beginning January 1, 2027 through December 31, 2027 with the option of four (4) one-year extensions; 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 same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follows:

| **DESCRIPTION** | **VENDOR** | **APPROPRIATION CODE** | **AMOUNT** |
|---|---|---|---|
| Service of Process 1/1/27 – 12/31/27 (4 – one-year renewals) | Alliance Risk Group, Inc. 56 Clifton Country Rd, Suite 203 Clifton Park, NY 12065 | A.6010.04900 | Year 1 - $27,000.00<br>Year 2 - $27,000.00<br>Year 3 - $29,500.00<br>Year 4 - $29,500.00<br>Year 5 - $32,000.00 |

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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 AN AGREEMENT WITH ALLIANCE RISK GROUP INC.

Requested by: DEPARTMENT OF SOCIAL SERVICES

Sponsor(s):_____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 27,000 current year
$ 27.000-32,000 ongoing expenses per year

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

   a) For federal funding: amount $ ~13,000 and length of time federal funding is available ongoing. Is it available for ongoing expenses? Yes X or No _____

   b) For state funding: amount $ ~6,500 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 $_____
   Total projected interest costs $_____

   d) Tax levy impact for current year $ ~7,500 and ongoing $ similar

   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.): RFQ for initial 12-months + (4) 12-month periods

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:
The Department of Social Services is mandated by New York State Civil Procedure Law and Rules provisions to serve process of legal papers, process orders and related documents, as necessary.

Department Head

Michael P. McMahon

# RENSSELAER COUNTY
# DEPARTMENT OF SOCIAL SERVICES

ADMINISTRATION BUILDING, 127 BLOOMINGROVE DRIVE, TROY, NY 12180
PHONE: (518) 833-6000 / FAX: (518) 283-7884

Steven F. McLaughlin
County Executive

Michael P. McMahon
Commissioner

REQUEST FOR QUOTATION
For
Process Service

RENSSELAER COUNTY DEPARTMENT OF SOCIAL SERVICES REQUESTS QUOTATIONS FROM EXPERIENCED PROCESS SERVICE FIRMS TO SERVE LEGAL PAPERS, PROCESS ORDERS AND RELATED DOCUMENTS, PURSUANT TO RELEVANT NEW YORK STATE CIVIL PROCEDURE LAW AND RULES PROVISIONS, ON AN AS NEEDED BASIS.

PROPOSALS WILL BE RECEIVED AT THE DEPARTMENT OF SOCIAL SERVICES, ADMINISTRATION BUILDING, 127 BLOOMINGROVE DRIVE, TROY, NEW YORK 12180 OR EMAILED TO MISTY.LABRAKE@DFA.STATE.NY.US, UNTIL 2 P.M., THURSDAY, OCTOBER 1, 2026.

MISTY L. LABRAKE, COORDINATOR OF BUILDING OPERATIONS
DEPARTMENT OF SOCIAL SERVICES
127 BLOOMINGROVE DRIVE
TROY, NEW YORK 12180
Misty.LaBrake@dfa.state.ny.us

**DATED: 09/10/26**

## INTRODUCTION

**Rensselaer County Department of Social Services is seeking quotations from qualified Process Service Firms experienced in serving legal papers, process orders and related documents, pursuant to relevant New York State Civil Procedure Law and Rules provisions, on an as needed basis. Based on previous volume, we anticipate requiring between 400 to 650 services annually. The initial contract period shall be effective from January 1, 2027, through December 31, 2027, with the option to extend the contract for four (4) twelve-month periods, providing that service has been satisfactory. Consequently, interested firms shall submit pricing for a five (5) year period, using Schedule A, attached to this RFQ.**

## SUBMISSION DEADLINE / INTERVIEWS

**Quotations must be submitted to the Rensselaer County Department of Social Services, Administration Building, 127 Bloomingrove Drive, Troy, NY 12180 or emailed to Misty.LaBrake@dfa.state.ny.us, until 2:00pm, Thursday, October 1, 2026.**

## SPECIFIC REQUIREMENTS

1. Daily pick-up of papers to be served will be required at the Rensselaer County Family Court Building, 1504 Fifth Avenue, Troy, NY 12180 between the hours of 11 a.m. – 1 p.m. *If Family Court is shut down due to any restrictions, pick up of papers would need to be moved to the Rensselaer County Dept. of Social Services, 1600 7th Avenue, Troy, NY 12180.*

2. Pick-up of papers for the Rensselaer County Attorney's Office on an as-needed basis upon request and shall be picked up the Rensselaer County Government Center, 99 Troy Road, East Greenbush, NY 12161. Requests for pick-up prior to 12 p.m. will be picked up on the same day before closing. Requests made after 12 p.m. will be picked up on the following business day.

3. Affidavit of services shall be delivered back to the requesting unit one (1) to two (2) business days after service is completed, or at least seven (7) days prior to the scheduled court date for Non-Rush Service. Affidavits shall be submitted in duplicate.

4. Service of several different legal papers to one individual at the same time shall be deemed one (1) service.

## FIRM QUALIFICATION

**The firm must provide verification that they have at least three years' experience in process serving in New York State.**

**Final decision as to whether a consultant meets the above criteria will rest solely with Rensselaer County.**

## QUOTATION REQUIREMENTS

**Elaborate or extensive quotations are not necessary. Rensselaer County desires interested consultants to submit two (2) copies of complete proposals which meet only the requirements outlined herein. The ability of a firm to submit quotations which are brief, yet meet all the requirements, will be considered in the selection process. Quotations must remain firm for ninety days and be signed by an authorized signatory.**

**Quotations shall contain the following:**

- **One-page overview of the company, principal officers, years' experience with process serving, address, phone, main contact person.**
- **At least three (3) client references must be provided. Each reference should list the primary contact, title, and current phone number.**
- **Local Law #2, 1992 certification, must be signed and submitted with the proposal (see attached).**
- **Fee Schedule providing a rate for each service for each of the five years (see attached).**

## CONTRACT AND INSURANCE REQUIREMENTS

**The initial contract period shall be effective from January 1, 2027, through December 31, 2027, with the option to extend the contract for four (4) twelve-month periods, providing that service has been satisfactory. Consequently, interested firms shall submit pricing for a five (5) year period, using Schedule A, attached to this RFQ.**

**Contractors may offer their form of agreement; however, any form agreement must meet with the approval of the Rensselaer County Attorney. Insurance coverage shall be maintained to the satisfaction of the Rensselaer County Attorney for the duration of the contract period(s).**

## EVALUATION AND SELECTION

**Following submission, a study period will be observed during which reference checks and interviews may be conducted and additional information requested where it is deemed necessary.**

**Selection of the firm will be based upon the most favorable combination of professional qualification, experience, reference responses and fee structure.**

**Rensselaer County reserves the right to continue the selection process or not contract for services should it appear to be in the best interest of the County.**

LOCAL LAW #2, 1992

## CERTIFICATION of COMPLIANCE

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

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

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

**Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12161, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.**

STATE OF NEW YORK, COUNTY OF RENSSELAER

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

**- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -**

_____
(Name of Vendor/Company)

_____
(Person authorized to sign & Title)

_____
(Street or Box Number)

_____
(City, State, Zip Code)

_____ _____/___/_____
Signature Date

**DATED: 09/10/26**
**PAGE: 5**

# SCHEDULE A

## PROCESS SERVICE FOR LEGAL PAPERS
## COUNTY OF RENSSELAER

## PRICE FORM

### Flat Rate Charges Only- 3 Attempts

| Item No. | Service | Price 1/1/27 - 12/31/27 | Price 1/1/28 - 12/31/28 | Price 1/1/29 - 12/31/29 | Price 1/1/30 - 12/31/30 | Price 1/1/31 - 12/31/31 |
|---|---|---|---|---|---|---|
| 1 | Service in the City of Troy | $ | $ | $ | $ | $ |
| 2 | Service in Rensselaer County (Outside City Limits) | $ | $ | $ | $ | $ |
| 3 | Service in Adjoining Counties | $ | $ | $ | $ | $ |
| 4 | Service in Non-Adjoining Counties (in New York State) | $ | $ | $ | $ | $ |
| 5 | Service Out of State | $ | $ | $ | $ | $ |
| 6a. | Rush Service Surcharge- City of Troy | $ | $ | $ | $ | $ |
| 6b. | Rush Service Surcharge- Rensselaer County (Outside City Limits) | $ | $ | $ | $ | $ |
| 6c. | Rush Service Surcharge- Adjoining Counties | $ | $ | $ | $ | $ |
| 6d. | Rush Service Surcharge- Non-Adjoining Counties (in NYS) | $ | $ | $ | $ | $ |
| 6e. | Rush Service Surcharge- Out of State | $ | $ | $ | $ | $ |

**COMPANY NAME:** _____

**AUTHORIZED SIGNATURE:** _____

**PHONE:** _____ **FAX:** _____

**FED TAX ID #:** _____ **E-MAIL:** _____

**DATED: 09/10/26**

# List of Companies for the 2027 Process Service RFQ

Alliance Risk Group, Inc. — Responded
23 Executive Park Drive
Clifton Park, NY 12065
Attn: Scott Moore
Phone: 518-514-2944
Fax: 518-514-2947
Email: smoore@allianceriskgroup.com

Alexander Poole, Inc. — Did Not Respond
P.O. Box 69
Albany, NY 12201
Attn: Tom Warner
Phone: 518-436-0895
Fax: 518-436-7366
Email: info@alexanderpoole.com

Teitel Service Bureau, Inc. — Did Not Respond
P.O. Box 3150
Albany, NY 12203
Phone: 518-438-7956
Fax: 518-438-0502
Email: jteitel@lawyerservicebureau.com

ALLIANCE®
RISK GROUP INC.

# PROCESS SERVICE
# RFQ RESPONSE

## Rensselaer County Department of Social Services

Initial Term: January 1, 2027 through December 31, 2027
Four Optional One-Year Renewals


**Alliance Risk Group, Inc.**

56 Clifton Country Road, Suite 203
Clifton Park, NY 12065
Phone: (518) 280-0295

**Primary Contact:** Scott Moore, Chief Operating Officer
smoore@allianceriskgroup.com


**Submission Deadline: October 1, 2026 at 2:00 p.m.**

Submitted to: Misty L. LaBrake, Coordinator of Building Operations
Rensselaer County Department of Social Services

## Company Overview

**Alliance Risk Group, Inc.** is a New York-based investigative and legal support services firm providing professional process service, investigations, skip tracing, surveillance, litigation support, and risk mitigation services throughout New York State and nationwide. Founded in January 2005 by Mario S. Pecoraro, Alliance brings more than twenty years of company experience supporting governmental agencies, municipalities, law firms, insurance carriers, third-party administrators, corporate legal departments, and other organizations requiring professional legal support services.

| | |
|---|---|
| **Company** | Alliance Risk Group, Inc. |
| **Principal Officers** | Mario S. Pecoraro, Founder & CEO<br>Scott Moore, Chief Operating Officer |
| **Address** | 56 Clifton Country Road, Suite 203, Clifton Park, NY 12065 |
| **Phone** | (518) 514-2944 |
| **Main Contact** | Scott Moore, Chief Operating Officer \| smoore@allianceriskgroup.com |

**Experience Qualification.** Alliance Risk Group has continuously provided investigative and legal support solutions since 2005 and exceeds the County's minimum requirement of three years of process-serving experience in New York State. Alliance coordinates process service assignments throughout the United States while maintaining particularly strong operational capabilities throughout New York State.

**Process Service Capabilities**

| | | |
|---|---|---|
| • Routine process service | • Rush and same-day service | • Difficult and evasive party service |
| • Skip tracing and locate investigations | • Affidavit preparation and management | • Litigation support services |
| • Statewide and nationwide coverage | • Centralized case management | • Status reporting and assignment tracking |

**Operational Approach.** Alliance's investigative background provides added resources for difficult serves, outdated addresses, evasive parties, and assignments requiring additional research. Documented workflows support consistency, transparency, quality control, responsive communication, and accountability throughout the assignment lifecycle. Alliance's core values are Integrity First, Positive Attitude, Successfully Engaged, and Customer Focused.

**Capacity and RFQ Compliance.** Alliance understands the County anticipates approximately 400 to 650 services annually and is prepared to support the required volume, daily document retrieval, expedited requests, affidavit management, and service throughout New York State and beyond.

## Operational Compliance

Alliance Risk Group understands and accepts the operational requirements stated in the RFQ, including the following:

- Daily pick-up of papers at the Rensselaer County Family Court Building, 1504 Fifth Avenue, Troy, New York, between 11:00 a.m. and 1:00 p.m., with alternate pick-up at the Department of Social Services location identified by the County if Family Court is closed.
- Pick-up from the Rensselaer County Attorney's Office at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York, on an as-needed basis, including same-day pick-up for requests received before noon and next-business-day pick-up for requests received after noon.
- Return of affidavits of service within one to two business days after completed service, or at least seven days before the scheduled court date for non-rush service.
- Submission of affidavits in duplicate.
- Treatment of multiple legal papers served simultaneously on one individual as one service.
- Routine, rush, same-day, difficult, statewide, and out-of-state service assignments.
- Maintenance of responsive status communication, centralized assignment tracking, and quality review.

**Service Commitment**

Alliance will perform assignments professionally and in accordance with applicable New York State Civil Practice Law and Rules provisions, County instructions, contractual requirements, and documented internal procedures. Alliance will promptly communicate material service issues, address changes, unsuccessful attempts, and completed service status.

## Client References

Complete the three reference blocks below with current contacts before submission. The RFQ requires the primary contact, title, and current phone number for each reference.

| | |
|---|---|
| **Reference 1** | Current Government / DSS Reference |
| **Contact** | Jamie Clark |
| **Title** | N/A |
| **Organization** | St. Lawrence County Department of Social Services |
| **Phone** | 315-379-2269 |

| | |
|---|---|
| **Reference 2** | Current Municipal / Government Reference |
| **Contact** | Andrea Floyd |
| **Title** | Office Assistant |
| **Organization** | CT Department of Children and Families |
| **Phone** | 860-418-8249 |

| | |
|---|---|
| **Reference 3** | Current Law Firm / Government Client Reference |
| **Contact** | Robert Carpenter |
| **Title** | Esq. |
| **Organization** | City of Syracuse, Office of Corporation Counsel |
| **Phone** | 315-448-8400 |

## Schedule A: Process Service for Legal Papers

**COUNTY OF RENSSELAER | FLAT RATE CHARGES | THREE ATTEMPTS**

| Item No. | Service | Price 1/1/27 - 12/31/27 | Price 1/1/28 - 12/31/28 | Price 1/1/29 - 12/31/29 | Price 1/1/30 - 12/31/30 | Price 1/1/31 - 12/31/31 |
|---|---|---|---|---|---|---|
| 1 | Service in the City of Troy | $65 | $65 | $70 | $70 | $75 |
| 2 | Service in Rensselaer County (Outside City Limits) | $70 | $70 | $75 | $75 | $75 |
| 3 | Service in Adjoining Counties | $75 | $75 | $80 | $80 | $85 |
| 4 | Service in Non-Adjoining Counties (in New York State) | $95 | $95 | $100 | $100 | $105 |
| 5 | Service Out of State | $130 | $130 | $135 | $135 | $140 |
| 6a | Rush Service Surcharge- City of Troy | $30 | $30 | $35 | $35 | $40 |
| 6b | Rush Service Surcharge- Rensselaer County (Outside City Limits) | $30 | $30 | $35 | $35 | $40 |
| 6c | Rush Service Surcharge- Adjoining Counties | $30 | $30 | $35 | $35 | $40 |
| 6d | Rush Service Surcharge- Non-Adjoining Counties (in NYS) | $45 | $45 | $50 | $50 | $55 |
| 6e | Rush Service Surcharge- Out of State | $60 | $60 | $65 | $65 | $70 |

**Pricing Confirmation.** The above rates are submitted for the initial 2027 contract term and the four optional one-year renewal periods. Quoted pricing will remain firm for ninety days following submission, as required by the RFQ.

Same Day Service Requests shall incur a $75 surcharge in addition to the Rush Service Fees listed above.

## Authorized Signature

The undersigned is authorized to submit this quotation on behalf of Alliance Risk Group, Inc. and certifies that the information provided is accurate to the best of the undersigned's knowledge.

**Company:** Alliance Risk Group, Inc.

**Authorized Representative:** Scott Moore, Chief Operating Officer

**Signature:** _____

**Date:** 9/30/2026

## Submission Information

| | |
|---|---|
| **Deadline** | Thursday, October 1, 2026 at 2:00 p.m. |
| **Email** | Misty.LaBrake@dfa.state.ny.us |
| **Mail / Delivery** | Rensselaer County Department of Social Services, Administration Building, 127 Bloomingrove Drive, Troy, NY 12180 |
| **Attention** | Misty L. LaBrake, Coordinator of Building Operations |

*This response is intentionally concise in accordance with the RFQ instruction that elaborate or extensive quotations are not necessary.*

LOCAL LAW #2, 1992

## CERTIFICATION of COMPLIANCE

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

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

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

**Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Government Center, 99 Troy Road, East Greenbush, New York 12161, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.**

STATE OF NEW YORK, COUNTY OF RENSSELAER

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

**- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -**

ALLIANCE RISK GROUP INC.
(Name of Vendor/Company)

SCOTT MOORE, COO
(Person authorized to sign & Title)

56 CLIFTON COUNTRY ROAD STE 203
(Street or Box Number)

CLIFTON PARK, NY 12065
(City, State, Zip Code)

Signature 9/30/2026
Date

**Rensselaer County**
**And**
**Alliance Risk Group Inc.**

This Service Agreement ("Agreement") made on the date set forth below between Rensselaer County, on behalf of the Department of Social Services, located at 99 Troy Road, East Greenbush, New York 12061, hereinafter called the "County" and Alliance Risk Group Inc. located at 23 Executive Park Drive, Clifton Park, New York 12065 hereinafter called the "Vendor". County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, the Vendor is engaged in the business of serving individuals with court documents; and

**WHEREAS**, the County seeks to serve individuals with court documents for various court cases; and

**NOW, THEREFORE**, the Parties hereby agree as follows:

**1. SCOPE OF SERVICES**

- Vendor agrees to pick up papers on a daily basis from the following locations, and serve them in accordance with the following, and attached **Schedule A.**

  - An Affidavit of service shall be delivered back to the requesting unit one to two business days after service is completed, or at least seven days prior to the scheduled court date for Non-Rush Service.

  - Affidavit(s) of service shall be submitted in duplicate.

  - Service of several different legal papers to one individual at the same time shall be deemed one service.

| Department | Location-Address | Pickup Time(s) |
|---|---|---|
| Rensselaer County Family Court | 1504 5th Avenue, Troy, NY 12180 | Between the hours 11:00 am and 1:00 pm<br>*If Family Court is closed pick up of papers would need to be **moved** to the Rensselaer County Department of Social Services, 1600 7th Ave Troy, NY 12180.* |
| Rensselaer County Department of Social Services [Troy] | 1600 7th Avenue, Troy, NY 12180. | AS NEEDED |
| Rensselaer County Department of Social Services [North Greenbush] | 127 Bloomingrove Drive, Troy, NY 12180 | *AS NEEDED* |
| Rensselaer County Attorney's Office | 99 Troy Road, East Greenbush, NY 12180 | *On an as-needed basis upon request.* |

| | | |
|---|---|---|
| | | Requests for pick-up prior to 12 p.m. will be picked up on the same day before closing.<br><br>Requests made after 12 p.m. will be picked up the following business day. |

**2. TERM OF CONTRACT**

This Agreement shall commence on **January 1, 2027** and shall terminate on **December 31, 2027. The Contract may be renewed for four one-year contracts in the amounts set forth in paragraph 3 below and Schedule A attached.**

**3. PAYMENT FOR SERVICES**

In consideration of the above services, the County agrees to pay the Vendor the amount per year set forth below and in Schedule A attached.

| Term | Amount |
|---|---|
| 01-01-2027 to 12-31-2027 | $ 27,000.00 |
| 01-01-2028 to 12-31-2028 | $ 27,000.00 |
| 01-01-2029 to 12-31-2029 | $ 29,500.00 |
| 01-01-2030 to 12-31-2030 | $ 29,500.00 |
| 01-01-2031 to 12-31-2031 | $ 32,000.00 |
| **Total amount paid not to exceed** | **$145,000.00** |

**The total amount paid to Vendor shall not exceed $145,000.00** Upon receipt of an invoice from the Vendor, the County has 30 days to remit payment.

**4. AMENDMENTS**

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

**5. CERTIFICATES OF INSURANCE**

Vendor agrees to maintain during the term of this agreement Workers' Compensation and Disability Insurance Coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County proof of all such insurance coverage at the time of the execution of this agreement by Vendor. The Certificate holder section must read as follows: Rensselaer County, c/o Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

**6. INDEMNIFICATION**

Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the

County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder.

**7. VENUE**

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

**8. EXECUTORY NATURE OF CONTRACT**

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

**9. CORPORATE COMPLIANCE**

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

a. The General Services Administration's Federal Excluded Party List System or any successor list;

b. The United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

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

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

**10. TERMINATION**

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

**11. FORCE MAJEURE**

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

**12. NON-DISCRIMINATION**

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

**13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

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

**14. DISCLOSURE**

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

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan

or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

**15. ENTIRE AGREEMENT**

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

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

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

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Loveridge, Weaver

**Sent To:** Social Services **Committee** **Date** November 10, 2026

**Resolution No.** G/24

**RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF SOCIAL SERVICES**

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

**WHEREAS,** The Department of Social Services ("Department") seeks Legislative approval to increase the number of security cameras located at the Administration Building, 127 Bloomingrove Drive; and

**WHEREAS,** The Department will add one (1) camera outside to ensure the entire perimeter of the building is captured on video and eight (8) cameras inside to ensure there are no blind spots for persons entering the work areas from the elevator and stairways, which will increase the safety for its employees, as well as for its visitors; and

**WHEREAS,** The Department will utilize New York State Contract (Group Number 77201 Security Systems and Solutions (Statewide), Award Number 23150, Contract PT68748), Adirondack Cabling, Inc., 3 Rosell Drive, Ballston Lake, New York 12019, to provide the necessary equipment and installation; and

**WHEREAS,** The Department will utilize funds available within the 2026 Rensselaer County Adopted Budget via appropriation code A.6010.04900; and

**WHEREAS,** This purchase is being made in accordance with the policies and procedures set for in the Rensselaer County Purchasing Guidelines; 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 is as follows:

| DESCRIPTION | VENDOR | APPROPRIATION CODE | AMOUNT |
|---|---|---|---|
| Security Cameras and installation | Adirondack Cabling, Inc. 3 Rosell Drive Ballston Lake, NY 12019 | A.6010.04900 | $14,696.37 |

; now, therefore, be it

**RESOLVED,** That the Rensselaer County Director of the Bureau of Central Services, is authorized to sign a purchase order for the above-described purchase; and, be it further

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

**GENERAL FUND REVENUES**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| A.6010.36101 | | | |
| Social Services Admin-SA | $1,234,338.00 | $ 7,204.00 | $1,241,542.00 |
| A.6010.46101 | | | |
| Social Services Admin-SA | $3,667,161.00 | $ 4,504.00 | $3,671,665.00 |

**TOTAL GENERAL FUND REVENUES:** $11,708.00

**GENERAL FUND APPROPRIATIONS**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| Social Services - Administration | | | |
| A.6010.04900 | | | |
| Professional Services | $1,525,000.00 | $ 14,697.00 | $1,539,697.00 |
| A.6010.04010 | | | |
| Travel | $ 134,500.00 | $ (2,989.00) | $ 131,511.00 |

**TOTAL GENERAL FUND APPROPRIATIONS:** $ 11,708.00

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

**County Executive**

# LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: AUTHORIZING THE PURCHASE AND INSTALLATION OF VIDEO SURVEILLANCE EQUIPMENT

Requested by: Department of Social Services

Sponsor(s):_____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 14,696.37 current year
$_____ ongoing expenses per year

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

   a) For federal funding: amount $ 7,204 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes __X__ or No _____

   b) For state funding: amount $ 4,504 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 $ 2,989 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.): maintenance expense after warranty

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:
The Department must do what it can to ensure the safety of its employees and visitors. By increasing the number of cameras inside and outside of the building, it will give the Deputy Sheriff a view of the entire perimeter as well as capturing activity from the stairwells and elevator into restricted work areas.

Department Head

Michael P. McMahon

# Adirondack Cabling, Inc.

3 Rosell Drive
Ballston Lake, NY 12019
(518) 452-0124

Proposal No.
Date: 10/2/2026
Sales Rep: Rod Bower
Proposal Expires: 11/1/2026
State Contract No: PT68748

## *P R O P O S A L*

| | | | |
|---|---|---|---|
| Company | **Rensselaer DSS** | Contact | Misty Labrake |
| Address | 127 Bloomingrove Drive | Phone | 518-833-6006 |
| City | Troy State/Zip NY 12180 | Cell | |
| | | email | Misty.LaBrake@dfa.state.ny.us |

| Unit | Description | Unit Price | Total |
|---|---|---|---|
| | Adiropndack Cabling and Security will provide new cameras for the locations we found after the | | $ - |
| | site visit. | | $ - |
| | | | $ - |
| 7 | Axis M3085-V Dome Cameras in interior areas | | $ - |
| 1 | Axis P1465-LE on exterior corner | | $ - |
| 1 | Axis P3265-LVE at entrance | | $ - |
| 3 | Cat. 6 Plenum Blue boxes | | $ - |
| 18 | cat 6 inserts blue | | $ - |
| 9 | 1 Port Surface Mount Box. Ivory | | $ - |
| 9 | Cat 6 patch Cord. 1Ft. Blue | | $ - |
| 9 | Cat 6 patch Cord. 7Ft. Blue | | $ - |
| 50 | J-HOOKS, BEAM MOUNT. Up to 1/2 inch Flange | | $ - |
| 1 | FIRESTOP. CAULK | | $ - |
| 1 | materials | $ 8,081.37 | $ 8,081.37 |
| 1 | labor for addition of new cameras | $ 6,615.00 | $ 6,615.00 |
| | Cameras will connect to existing nvr | | $ - |
| | | | $ - |
| | Adirondack Cabling is on the NYS Security Contract PT68748, Group 77201, Award 23150 | | $ - |
| | | | $ - |
| | **All work to be done during dayshift hours, M-F, 7:30 am to 4:30 pm.** | | $ - |
| | **Please note the Proposal Expires date above (30 days) Due to Imposed tariffs, pricing** | | $ - |
| | **is subject to change. Please confirm pricing before signing proposal or issuing a PO** | | $ - |
| | **SCOPE OF WORK;** | | $ - |
| | 1) Adirondack Cabling will furnish all materials, labor and fastening hardware for this installation. | | $ - |
| | 2) Cables will be installed above suspended ceiling. | | $ - |
| | 3) All cable ends, jacks and patch panels will be labeled with a reference number and | | $ - |
| | documented to a floor plan if provided. | | $ - |
| | 4) All cables will be tested and certified. | | $ - |
| | 5) One year warranty is provided on all materials and workmanship. | | $ - |
| | | Total: | **$ 14,696.37** |

(Add applicable Sales Tax)

**Installation Location**

| | | | |
|---|---|---|---|
| Company: | **Rensselaer DSS** | Location: | |
| Contact Name: | Misty Labrake | | |
| Address: | 127 Bloomingrove Drive | | |
| City: | Troy | State/Zip: | NY 12180 |
| Phone : | 518-833-6006 | Cell: | 0 |

***APPROVAL (Signatures are required prior to start of project)***

Customer _____ Date: _____
Signature Title

Customer P.O No. _____

Adirondack Cabling, Inc. _____ Date: _____
Signature Title

**Payment:**
Adirondack Cabling Inc. will invoice Customer 30% upon signed contract, 40% upon 50% completion, and 30% upon 100% completion. Payment terms are net 30 days from invoice date. Payment made via credit card will be charged a 3% processing fee.

**General Provisions:**
This Proposal is subject to the terms and conditions of the Adirondack Cabling Inc./Adirondack Security General Terms and Conditions located at https://www.adirondacksecurity.com/terms-and-conditions and as amended from time to time, which are hereby incorporated by reference and made part of this Proposal.

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/25

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – OFFICE OF THE SHERIFF**

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

**WHEREAS,** The Rensselaer County Office of the Sheriff has been awarded grant funding from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination ("GIVE") Initiative in the amount of $20,000.00 for the period of July 1, 2026 through June 30, 2027; and

**WHEREAS,** The grant award will provide funding for the purpose of reimbursement of overtime to support initiatives and strategies in the enforcement and investigative component of Gun Involved Violence Elimination (GIVE) program; 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 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

**GENERAL FUND REVENUE**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| Sheriff's Operation Impact A.3110.33152 | $52,025.00 | $20,000.00 | $72,025.00 |

**GENERAL FUND APPROPRIATIONS**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| Sheriff | | | |
| 01007 A.3110.01007 Overtime (5410) | $481,355.00 | $20,000.00 | $501,355.00 |

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

_____
**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

_____
**County Executive**

# LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Acceptance of NYS Division of Criminal Justice Services Grant

Requested by: Sheriff's Office

Sponsor(s):_____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 20,000.00 current year
   $0.00 ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS Division of Criminal Justice Services Grant

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

   b) For state funding: amount $ 20,000.00 and length of time state funding is available through 6/30/2027. Is it available for ongoing expenses? Yes _____ or No __X__

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

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

   e) Other (please explain) $_____

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

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

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

Department Head

Kyle Bourgault

## Walraed, Justin

**From:** MacNary, Melissa (DCJS) <Melissa.MacNary@dcjs.ny.gov>
**Sent:** Wednesday, June 17, 2026 1:46 PM
**To:** Walraed, Justin; Bourgault, Kyle
**Subject:** GV26-1064-D00
**Attachments:** Blank SH cert.pdf

**Warning: Unusual sender** <melissa.macnary@dcjs.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Good morning,

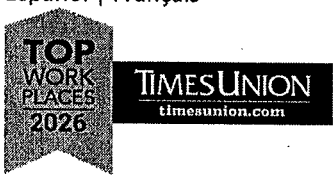
Congratulations on your GIVE 2026 grant award: GV26-1064-D00, Rensselaer County Sheriff's Office. Within the next two weeks, please log into GMS and review the budget, participants tab, and workplan. If everything looks correct, please submit the contract for approvals in GMS. Also, as your contract is below $25,000, you will need to complete, E-sign, and email me back the attached sexual harassment certification. Please email this back to me when you have a chance. Let me know if you have any questions!

I would like to introduce myself; I have recently started with the unit and will be your new rep for the GIVE grant. I look forward to working with you all.

Best,
**Melissa MacNary**
(She, Her, Hers)
Public Safety Grants Representative 1
Office of Program Development and Funding

**Division of Criminal Justice Services**
80 South Swan St., Albany, NY 12210
w: (518) 485-7821 c: (518) 852-6680| Melissa.MacNary@dcjs.ny.gov

Facebook | Instagram | LinkedIn | X
Español | Français



| | |
|---|---|
| STATE AGENCY<br>Division of Criminal Justice Services<br>80 South Swan Street<br>Albany, NY 12210 | NYS COMPTROLLER'S NUMBER: T485481<br>(Contract Number)<br><br>ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services |
| GRANTEE/CONTRACTOR:(Name & Address)<br>Rensselaer County<br>1600 7th Avenue<br>Troy NY 12180 | TYPE OF PROGRAMS: GIVE Initiative<br>DCJS NUMBERS: GV26485481<br>CFDA NUMBERS: |
| INITIAL CONTRACT PERIOD:<br>FROM 07/01/2026 TO 06/30/2027<br>FUNDING AMOUNT FROM INITIAL PERIOD: $20,000.00 | AMENDED CONTRACT PERIOD:<br>FROM TO<br>FUNDING AMOUNT FOR AMENDED PERIOD: |
| TRANSACTION TYPE: New | MULTI-YEAR TERM: (if applicable): 0 1-year renewal options. |
| FEDERAL TAX IDENTIFICATION NO: 146002569<br>MUNICIPALITY NO: (if applicable) 380100000000<br>STATUS:<br>Contractor is not a sectarian entry.<br>Contractor is not a not-for-profit organization.<br>CHARITIES REGISTRATION NUMBER:<br>(Enter number or Exempt)<br>if Exempt is entered above, reason for exemption.<br>N/A<br>Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. | ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):<br>x NYSCFG New York State Contract for Grants<br>x APPENDIX A Standard Clauses for New York State Contracts<br>x ATTACHMENT A-1 Agency Specific Terms and Conditions<br>x ATTACHMENT A-2 Program Specific Terms and Conditions<br>__ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws<br>x ATTACHMENT B Budget<br>x ATTACHMENT C Payment and Reporting Schedule<br>x ATTACHMENT D Work Plan<br>__ Other (Identify) |

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

NYS Division of Criminal Justice Services

BY: Cillian Flavin , Date: 10/01/2026

Office of Program Development and Funding:

State Agency Certification: In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

BY: Hon. Steven F McLaughlin County Executive Date: 10/01/2026

| | |
|---|---|
| ATTORNEY GENERAL'S SIGNATURE<br>_____.<br>Title: _____.<br>Date: _____. | APPROVED,<br>Thomas P. DiNapoli, State Comptroller<br>_____.<br>Title: _____.<br>Date: _____. |

| Project No. | Grantee Name | |
|---|---|---|
| GV26-1064-D00 | Rensselaer County | 10/01/2026 |

ATTACHMENT B - Budget Summary by Participant

Rensselaer CountyRensselaer County Sheriffs Office - Version 1

| # | Personnel | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|---|---|---|
| 1 | Hot Spot Policing | 1 | $20,000.00 | $20,000.00 | $20,000.00 | $0.00 |
| | | | Total | $20,000.00 | $20,000.00 | $0.00 |

| Rensselaer County Sheriffs Office Total Project Costs | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $20,000.00 | $20,000.00 | $0.00 |

| Total Project Costs | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $20,000.00 | $20,000.00 | $0.00 |

Project

Project #: GV26-1064-D00 GIVE Initiative
Participant: Rensselaer County

Project Status: Pending State Approval

Home
Search
Open

Go to
Attachment
Progress
Site Review
Equipment

Reports
Application
Deficiency
Draft Contract
Final Contract

Help
Logout

Login ID:
jwaltaed

Version 5.1.17

General | Participants | Budget | Work Plan | Questions | Conditions | Acceptance | Contract Checklist

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budg the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.

Budget Summary

| Participant | Grant Funds | | Matching Funds | | Total |
|---|---|---|---|---|---|
| Rensselaer County | | $0.00 | | $0.00 | |
| Rensselaer County Sheriffs Office | | $20,000.00 | | $0.00 | $20 |
| Total | 100.00% | $20,000.00 | 0.00% | $0.00 | $20 |

Advance Request Amount (If not requesting an advance, please skip) $ 0.00

Advance Request Justification (200 character limit)

Budget Summary by Participant
Rensselaer County

Rensselaer County Sheriffs Office

Version 1 - Edit (Click here to add more lines to budget categories)

| # | Personnel | Number | Unit Cost | Total Cost | Grant Funds | Matching Funds | Deficient |
|---|---|---|---|---|---|---|---|
| 1 | Hot Spot Policing | 1 | $20,000.00 | $20,000.00 | $20,000.00 | $0.00 | no |
| | Total | | | $20,000.00 | $20,000.00 | $0.00 | |

| Version 1 Total | Total Cost | Grant Funds | Matching Funds |
|---|---|---|---|
| | $20,000.00 | $20,000.00 | |

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/26

**RESOLUTION AUTHORIZING A SERVICE CONTRACT WITH BLACK CREEK INTEGRATED SYSTEMS CORPORATION FOR THE RENSSELAER COUNTY CORRECTIONAL FACILITY INMATE MANAGEMENT SYSTEM – OFFICE OF THE RENSSELAER COUNTY SHERIFF**

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

**WHEREAS,** The Rensselaer County Office of the Sheriff is seeking Legislative authorization to enter into a service contract to cover continued operation of the current inmate jail management system (Sally-Port) with the sole source provider, Black Creek Integrated System Corporation; and

**WHEREAS,** The Sheriff's Office has budgeted the necessary funds in their 2024 maintenance appropriation code A.3150.04420 for the purpose of said contract; and

**WHEREAS,** The current inmate management system contains thirty (30) user licensing workstation agreements and is accessible to approximately one hundred seventy (170) staff members; and

**WHEREAS,** The system equipment and software provide vital interfacing with VINE (Victim Information Notification Everyday), Commnetix (Digital Fingerprinting), Watch Tour Plug-In and security touch screen integration; and

**WHEREAS,** The system also establishes and maintains a database utilized to produce mandated reports such as the New York State Commission of Corrections' Daily Population Report, the Sheriff's Annual Report as well as revenue generating reports such as Parole Reimbursement Reports, State Ready Reports, Social Security Reports and Alien Assistance Reports; and

**WHEREAS,** The service contract is necessary to ensure continued technical support, software updates, training and user input into future assessment and needs of next generation software packages; and

**WHEREAS,** This contract is being procured in accordance with Purchasing Guidelines adopted by the County of Rensselaer; and

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

| **DESCRIPTION** | **VENDOR** | **APPROPRIATION CODE** | **AMOUNT** |
|---|---|---|---|
| Inmate Jail Management System Service Contract (January 1, 2027 – March 31, 2028) | Black Creek Integrated Systems Corporation<br>2900 Crestwood Boulevard<br>PO Box 10747<br>Irondale, AL 35210 | A.3150.04420 | $144,672.00 |

; now, therefore, be it

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

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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: Service Contract - Black Creek Jail Inmate Management System

Requested by: Sheriff's Office

Sponsor(s):_____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 144,672.00 current year
$115,738.00 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 $ 144,672.00 and ongoing $ 115,738.00

   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.):_____

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Service Contract is necessary to ensure continued technical support, software updates, training and user input into future assessment and needs of next generation packages.

Department Head

Kyle Bourgault

## Cover letter

Black Creek is pleased to provide the attached consolidated quote for your upcoming annual support period, currently scheduled to begin January 1, 2027. Payment for this support plan is due on or before that date. Please note that Black Creek is transitioning to issuing a single support quote per customer that covers all systems/products installed; you will no longer receive, for example, one quote for ***SallyPort*** JMS, a separate quote for integrated controls, etc. - one quote will include all. However, should you need separate quotes for your internal processes, please let us know and we will be happy to accommodate you.

For our New York customers, we understand that your fiscal year runs from January through December, and that budgeted funds are not available until after January 1. Due to internal purchasing processes, payment is often issued in February or March, resulting in accounts appearing past due. While Black Creek continues to provide uninterrupted service during this time, delayed payments increase administrative effort and cost for both parties.

To better align with your budget cycle, Black Creek is transitioning your support term from a January–December schedule to an April–March schedule. This adjustment provides a three-month window after the start of your fiscal year to process invoices and remit payment prior to the next service period.

To facilitate this transition, the attached quote covers a 15-month term from January 1, 2027, through March 31, 2028. Beginning April 1, 2028, support terms will return to a standard 12-month cycle.

If you have any questions, please contact Donna Hogan (dhogan@blackcreekisc.com) or James Chatham (jchatham@blackcreekisc.com).

BLACK CREEK
INTEGRATED SYSTEMS CORP.

# Quote

| | |
|---|---|
| Quote ref. | 20260630-194447650 |
| Issue date | Jun 30, 2026 |
| Expires | Dec 31, 2026 |

## From:

**Black Creek Integrated Systems Corp.**
PO Box 101747, 2900 Crestwood Blvd - Physical
Irondale, AL 35210
United States

**Contact**
Donna Hogan (dhogan@blackcreekisc.com)

## To:

**Rensselaer County, NY Sheriff's Office**
SO & Jail: 4000 Main St.
Troy, NY 12180
USA

**Contacts**
Dan Carroll (dcarroll@renscony.gov)
Eric Morin (emorin@renscony.gov)

## Line items

| Name | Quantity | Unit price | Net price | Support Term (Months) |
|---|---|---|---|---|
| **SallyPort Annual Support Plan**<br>Standard SallyPort Annual Support Plan<br>Support Term Start Date: Jan 1, 2027 | 1 | $63,745.00 | $63,745.00 | 12 |
| **SallyPort Annual Support Plan**<br>Standard SallyPort Annual Support Plan<br>Support Term Start Date: Jan 1, 2028 | 1 | $15,936.00 | $15,936.00 | 3 |
| **Watch Tour Manager Annual Support Plan**<br>Standard WTM Annual Support Plan<br>Support Term Start Date: Jan 1, 2027 | 1 | $22,745.00 | $22,745.00 | 12 |
| **Watch Tour Manager Annual Support Plan**<br>Standard WTM Annual Support Plan<br>Support Term Start Date: Jan 1, 2028 | 1 | $5,686.00 | $5,686.00 | 3 |
| **ICS Level 1 Tier A with VMS Support (Bosch)**<br>Level 1 Tier A annual support plan for integrated control systems; includes VMS support for Bosch CCTV.<br>Support Term Start Date: Jan 1, 2027 | 1 | $28,248.00 | $28,248.00 | 12 |
| **ICS Level 1 Tier A with VMS Support (Bosch)**<br>Level 1 Tier A annual support plan for integrated control systems; includes VMS support for Bosch CCTV.<br>Support Term Start Date: Jan 1, 2028 | 1 | $7,062.00 | $7,062.00 | 3 |
| **Managed VPN Solution**<br>Yearly fee includes all Hardware (including future replacements for EOL or warranty replacements), shipping, Implementation Labor, & Ongoing security updates.<br>Support Term Start Date: Jan 1, 2027 | 1 | $1,000.00 | $1,000.00 | 12 |
| **Managed VPN Solution**<br>Yearly fee includes all Hardware (including future replacements for EOL or warranty replacements), shipping, Implementation Labor, & Ongoing security updates. | 1 | $250.00 | $250.00 | 3 |

| Name | Quantity | Unit price | Net price | Support Term (Months) |
|---|---|---|---|---|
| Support Term Start Date: Jan 1, 2028 | | | | |

| | |
|---|---|
| **Subtotal** | **$144,672.00** |
| **Total contract value** | **$144,672.00** |

## Attachment(s)

Please see attachment for inventory of licenses/interfaces/optional modules relative to SallyPort, Citadel, Watch Tour, Sentry Suite, and ACTS, as applicable.

Service Plan descriptions (Levels 1-4; Tiers A, B, C) and current Extended Services Rates sheet are available on request.

2027_Rensselaer_Co_Consolidated_Inventory

## Terms & Conditions

All Support Plans are quoted as a single annual payment; monthly and quarterly payment plans are available upon request.

Default Annual Support Period is for 12 months, coinciding with Calendar Year January 1 - December 31, unless otherwise indicated. Support Term Start Date shall dictate 12-month term.

## Acknowledgement

By acknowledging this support quotation, the Customer affirms that the software licenses, modules, and interfaces listed are correct and complete, that the Support Level quoted is that requested, and that no changes, additions, or deletions are requested.

Questions and/or changes, if required, should be directed via email to: sales@blackcreekisc.com and/or support@blackcreekisc.com.

Accept quote

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Maloney, Weaver

**Sent To:** Judiciary & Public Safety **Committee** **Date** November 10, 2026

**Resolution No.** G/27

**RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF**

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

**WHEREAS,** Resolution G/341/23 authorized a Cooperative Agreement with the Rensselaer County Department of Health through a New York State Department of Health ("NYSDOH") grant for the for the Adolescent Tobacco Use Prevention Act ("ATUPA"); and

**WHEREAS,** The Rensselaer County Sheriff's Office has received funds in various amounts for the period of June through September totaling $13,271.44 as its portion of money seizures for monitoring and enforcement of ATUPA regarding the sale of tobacco products to underage consumers; now, therefore, be it

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

**GENERAL FUND REVENUE**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| A.3110.26251 Forfeiture of Crime Proceeds | $47,729.00 | $13,271.44 | $61,000.44 |

**GENERAL FUND APPROPRIATIONS**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| A.3110.04500.ATUPA Special Departmental Supplies ATUPA | $51,872.15 | $13,271.44 | $65,143.59 |

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

_____
**Clerk of the Legislature**

_____
**County Executive**

# LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Amending the 2026 Rensselaer County Adopted Budget

Requested by: Sheriff's Office

Sponsor(s): x

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 13,271.44 current year
$0.00 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 $ 0.00 and ongoing $ 0.00

   e) Other (please explain) $ 13,271.44

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

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Use proceeds from criminal investigations checks received by County to make needed purchases without increasing tax levy.

Department Head

Kyle Bourgault

Rensselaer County

# Detail General Ledger Report

G/L Date Range 06/01/26 - 09/30/26
Exclude Sub Ledger Detail
Exclude Accounts with No Activity

| G/L Date | Journal | Journal Type | Sub Ledger | Description/Project | Source | Reference | Debit Amount | Credit Amount | Actual Balance |
|---|---|---|---|---|---|---|---|---|---|
| G/L Account Number | A.3110.26251 Forfeiture of Crime Proceeds | | | | | | | Balance To Date: | ($3,511.00) |
| 06/04/2026 | 2026-00004441 | JE | GL | ATUPA COMPLIANCE CHECKS JAN-MAR 2026 | EJS 6/4/26 | | | 3,361.44 | (6,872.44) |
| 06/24/2026 | 2026-00005049 | JE | RA | Batch #1008 6/26/2026 | Collections | | | 250.00 | (7,122.44) |
| 06/24/2026 | 2026-00005049 | JE | RA | Batch #1008 6/26/2026 | Collections | | | 1,500.00 | (8,622.44) |
| | | | | | | Month June 2026 Totals | $0.00 | $5,111.44 | ($8,622.44) |
| 07/13/2026 | 2026-00005524 | JE | GL | ATUPA Compliance Checks Apr - June 2026 | | | | 11,086.23 | (19,708.67) |
| 07/22/2026 | 2026-00005916 | JE | RA | Batch #1143 7/27/2026 | Collections | | | 525.00 | (20,233.67) |
| 07/23/2026 | 2026-00005917 | JE | RA | Batch #1151 7/27/2026 | Collections | | | 1,555.00 | (21,788.67) |
| 07/29/2026 | 2026-00006063 | JE | RA | Batch #1177 7/31/2026 | Collections | | | 250.00 | (22,038.67) |
| 07/31/2026 | 2026-00006137 | JE | RA | Batch #1190 8/4/2026 | Collections | | | 1,750.00 | (23,788.67) |
| | | | | | | Month July 2026 Totals | $0.00 | $15,166.23 | ($23,788.67) |
| 08/24/2026 | 2026-00006851 | JE | RA | Batch #1306 8/26/2026 | Collections | | | 250.00 | (24,038.67) |
| 08/25/2026 | 2026-00006954 | JE | RA | Batch #0961 8/28/2026 | Collections | | | 250.00 | (24,288.67) |
| 08/26/2026 | 2026-00006974 | JE | RA | Batch #1319 8/31/2026 | Collections | | | 1,080.00 | (25,368.67) |
| 08/28/2026 | 2026-00007011 | JE | RA | Batch #1334 8/31/2026 | Collections | | | 2,500.00 | (27,868.67) |
| | | | | | | Month August 2026 Totals | $0.00 | $4,080.00 | ($27,868.67) |
| | | | | | | Account Forfeiture of Crime Proceeds Totals | $0.00 | $24,357.67 | ($27,868.67) |
| | | | | | | Department Sheriff Totals | $0.00 | $24,357.67 | |
| | | | | | | Fund General Fund Totals | $0.00 | $24,357.67 | |
| | | | | | | Grand Totals | $0.00 | $24,357.67 | |

| ATUPA | A.3110.26251 | A.3110.26251 | A.3110.26251 | $37,500.00 | A.3110.04500 | A.3110.04500 | A.3110.04500 | 4/1/2026 - 3/31/2027 $39,306 | ATUPA | RESOLUTION |
|---|---|---|---|---|---|---|---|---|---|---|
| DATE | SEIZURE FEES | DISPOSAL FEES | OT REIMBURSE | TOTAL OT EXP | EXPENSES | DISPOSAL EXP | ENCUMBRANCES | TRANSACTION DESCRIPTION | BALANCE | ROLLOVER |
| 1/1/2026 | | | | | | | $ 4,143.15 | G/45/26 | $ - | $ 44,218.00 |
| 1/8/2026 | $ 500.00 | | | | | | | | $ 500.00 | $ 44,718.00 |
| 1/16/2026 | $ 250.00 | | | | | | | | $ 750.00 | $ 44,968.00 |
| 1/30/2026 | $ 1,229.00 | | | | | | | | $ 1,979.00 | $ 46,197.00 |
| 2/19/2026 | | | | | | | $ 4,000.00 | | $ 1,979.00 | $ 46,197.00 |
| 2/24/2026 | | | | | | | $ 1,629.32 | | $ 1,979.00 | $ 46,197.00 |
| | | | | | | | $ 504.00 | | $ 1,979.00 | $ 46,197.00 |
| 3/9/2026 | | | | | $ 2,665.00 | | | | $ (686.00) | $ 43,532.00 |
| 3/17/2026 | | | | | $ 1,629.32 | | | | $ (2,315.32) | $ 41,902.68 |
| 3/17/2026 | $ 250.00 | | | | | | | | $ (2,065.32) | $ 42,152.68 |
| 3/17/2026 | $ 1,032.00 | | | | | | | | $ (1,033.32) | $ 43,184.68 |
| 3/31/2026 | | | $ 3,361.44 | | | | | | $ (1,033.32) | $ 43,184.68 |
| 4/8/2026 | | | | | $ 504.00 | | | | $ (1,537.32) | $ 42,680.68 |
| 4/20/2026 | $ 250.00 | | | | | | | | $ (1,287.32) | $ 42,930.68 |
| 4/28/2026 | | | | | $ 4,000.00 | | | | $ (5,287.32) | $ 38,930.68 |
| 6/4/2026 | $ 3,361.44 | | | | | | | Need to go to Resolution | $ (1,925.88) | $ 42,292.12 |
| 6/9/2026 | | | | | $ 1,048.26 | | | | $ (2,974.14) | $ 41,243.86 |
| 6/24/2026 | $ 250.00 | | | | | | | Need to go to Resolution | $ (2,724.14) | $ 41,493.86 |
| 6/24/2026 | $ 1,500.00 | | | | | | | Need to go to Resolution | $ (1,224.14) | $ 42,993.86 |
| 6/30/2026 | | | | | $ 1,000.00 | | | Trans Exp PO#1625 from Fed Asset Frftr | $ (2,224.14) | $ 41,993.86 |
| 7/13/2026 | | | $ 11,086.23 | | | | | | $ (2,224.14) | $ 41,993.86 |
| 7/21/2026 | | | | | | | $ 4,991.07 | Project Lifesaver | $ (2,224.14) | $ 41,993.86 |
| 7/22/2026 | $ 525.00 | | | | | | | Need to go to Resolution | $ (1,699.14) | $ 42,518.86 |
| 7/23/2026 | $ 1,555.00 | | | | | | | Need to go to Resolution | $ (144.14) | $ 44,073.86 |
| 7/23/2026 | | | | | | | $ 3,018.22 | Project Lifesaver | $ (144.14) | $ 44,073.86 |
| 7/29/2026 | | | | | $ 6,397.32 | | | | $ (6,541.46) | $ 37,676.54 |
| 7/29/2026 | $ 250.00 | | | | | | | Need to go to Resolution | $ (6,291.46) | $ 37,926.54 |
| 7/31/2026 | | | | | $ 1,500.00 | | | Investigators Uniform Allowance | $ (7,791.46) | $ 36,426.54 |
| 7/31/2026 | $ 1,750.00 | | | | | | | Need to go to Resolution | $ (6,041.46) | $ 38,176.54 |
| 8/10/2026 | | | | | $ 4,991.07 | | | | $ (11,032.53) | $ 33,185.47 |
| 8/20/2026 | | | | | $ 3,018.22 | | | | $ (14,050.75) | $ 30,167.25 |
| 8/21/2026 | | | | | | | $ 1,681.35 | eLot electronics Recycling | $ (14,050.75) | $ 30,167.25 |
| 8/24/2026 | | | | | $ 1,681.25 | | | | $ (15,732.00) | $ 28,486.00 |
| 8/24/2026 | $ 250.00 | | | | | | | Need to go to Resolution | $ (15,482.00) | $ 28,736.00 |
| 8/25/2026 | $ 250.00 | | | | | | | Need to go to Resolution | $ (15,232.00) | $ 28,986.00 |
| 8/26/2026 | $ 1,080.00 | | | | | | | Need to go to Resolution | $ (14,152.00) | $ 30,066.00 |
| 8/28/2026 | $ 2,500.00 | | | | | | | Need to go to Resolution | $ (11,652.00) | $ 32,566.00 |
| 9/16/2026 | | | | | $ 1,880.00 | | | | $ (13,532.00) | $ 30,686.00 |
| 9/30/2026 | | | $ 1,140.88 | | | | | | $ (13,532.00) | $ 30,686.00 |
| | | | | | | | | | $ (13,532.00) | $ 30,686.00 |
| | | | | | | | | | $ (13,532.00) | $ 30,686.00 |
| | | | | | | | | | $ (13,532.00) | $ 30,686.00 |
| | | | | | | | | | $ (13,532.00) | $ 30,686.00 |
| | | | | | | | | | $ (13,532.00) | $ 30,686.00 |
| | | | | | | | | | $ (13,532.00) | $ 30,686.00 |
| | | | | | | | | | $ (13,532.00) | $ 30,686.00 |
| | | | | | | | | | $ (13,532.00) | $ 30,686.00 |
| | | | | 26/27 BALANCE | | | | | | |
| TOTALS | $ 16,782.44 | $ - | $ 15,588.55 | $ 38,162.00 | $ 30,314.44 | $ - | $ 19,967.11 | | $ (13,532.00) | |

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Grant, Maloney, Weaver

**Sent To:** Judiciary & Public Safety **Committee** **Date** November 10, 2026

**Resolution No.** G/28

**RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET – OFFICE OF THE RENSSELAER COUNTY SHERIFF**

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

**WHEREAS,** The Rensselaer County Office of the Sheriff ("Department") receives funds periodically from the Federal Asset Forfeiture Program with said funds being deposited in a segregated bank account for the sole purpose of the Federal Asset Forfeiture Program; and

**WHEREAS,** Historically, these funds have been tracked outside of the County's budget, however, in order to comply with Federal regulations, the funds will now be included in the 2026 Rensselaer County Adopted Budget as funds are received per Resolution; and

**WHEREAS,** The Department will maintain sole discretion over the way these Federal Asset Forfeiture Program funds will be spent within the Department, with all purchases being made within the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; and

**WHEREAS,** Any funds received from the Federal Asset Forfeiture Program will not diminish funds already allocated to the Department within the 2026 Rensselaer County Adopted Budget; and

**WHEREAS,** The Department has received funds in various amounts through September totaling $10,701.98 from the Federal Drug Enforcement Agency as the Department's portion of money seizures from investigations; now, therefore, be it

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

**GENERAL FUND REVENUES**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| A.3110.43101.ShJud Federal Asset Forfeiture - Judicial | $ 0.00 | $10,701.98 | $10,701.98 |

**GENERAL FUND APPROPRIATIONS**

| CODE/DESCRIPTION | PRESENT | CHANGE | REVISED |
|---|---|---|---|
| A.3110.04500.ShJud Special Departmental Supplies Federal Asset Forfeiture – Judicial | $79,403.00 | $10,701.98 | $90,104.98 |

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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: Amending the 2025 Rensselaer County Adopted Budget

Requested by: Sheriff's Office

Sponsor(s):_____

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any:$ 10,701.98 current year
$0.00 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 $ 10,701.98 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

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

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

   d) Tax levy impact for current year $ 0.00 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.): on-going

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This is a Federal program in which the Sheriff's Office periodically receives funds that are to be used within the regulations of the Asset Forfeiture Program.

Department Head

Kyle Bourgault

# Detail General Ledger Report

G/L Date Range 01/01/26 - 10/31/26
Exclude Sub Ledger Detail
Exclude Accounts with No Activity

| G/L Date | Journal | Journal Type | Sub Ledger | Description/Project | Source | Reference | Debit Amount | Credit Amount | Actual Balance |
|---|---|---|---|---|---|---|---|---|---|
| G/L Account Number | **A.3110.43101.ShJud Federal Asset Forfeiture Federal Asset Forfeiture-Judicia** | | | | | | | Balance To Date: | $0.00 |
| 06/18/2026 | 2026-00004904 | JE | RA | Batch #0994 6/22/2026 | Collections | | | 27.34 | (27.34) |
| | | | | | Month **June 2026** Totals | | $0.00 | $27.34 | ($27.34) |
| 08/17/2026 | 2026-00006587 | JE | RA | Batch #1275 8/17/2026 | Collections | | | 4,481.88 | (4,509.22) |
| 08/20/2026 | 2026-00006713 | JE | RA | Batch #1295 8/20/2026 | Collections | | | 2,081.24 | (6,590.46) |
| | | | | | Month **August 2026** Totals | | $0.00 | $6,563.12 | ($6,590.46) |
| 09/18/2026 | 2026-00007576 | JE | RA | Batch #1442 9/18/2026 | Collections | | | 4,111.52 | (10,701.98) |
| | | | | | Month **September 2026** Totals | | $0.00 | $4,111.52 | ($10,701.98) |
| | | | | | Account **Federal Asset Forfeiture Federal Asset Forfeiture-Judicia** Totals | | $0.00 | $10,701.98 | ($10,701.98) |
| | | | | | Department **Sheriff** Totals | | $0.00 | $10,701.98 | |
| | | | | | Fund **General Fund** Totals | | $0.00 | $10,701.98 | |
| | | | | | Grand Totals | | $0.00 | $10,701.98 | |

CashPro®

Last sign in: 08/14/2026 9:44 AM EDT-I
KK320260 • REN41204

Cash Desk 8/17/26

‹ Back to search results

# Transaction details: 000000000000

Report a problem

## Overview

Status
Received by bank

Amount
4,481.88

Date
08/17/2026

Currency
USD

Account number
009380728300

Counterparty
-

Account name
General Account

Credit/Debit
CREDIT

Bank ID
021000322

Transaction type
Preauthorized ACH Credit (165)

Reference
000000000000

Text/detail
015 TREAS 310 DES: MISC PAY ID:146002569151800 INDN:COUNTY OF RENSSELAER CO ID:9101036151 CCD PMT INFO:22-DEA-686263

Bank reference
26022403702

Value date
-

Skrivit to A. 311.043101. Shfwd
$ 4481.88

1 day float
0.00

2 day float
0.00

federal asset forfeiture - printed

A-00060

Um Dan 8/19

CashPro®

Last sign in: 08/18/2026 10:54 AM EDT-II
KK320260 • REN41204

Sheriff - DEA Asset forfeiture
A.3110.43101.Shjud
$ 2081.24

< Back to search results

# Transaction details: 000000000000

Report a problem

## Overview

Status
Received by bank

Amount
2,081.24

Date
08/19/2026

Currency
USD

Account number
009380728300

Counterparty
-

Account name
General Account

Credit/Debit
CREDIT

Bank ID
021000322

Transaction type
Preauthorized ACH Credit (165)

Reference
000000000000

Text/detail
015 TREAS 310 DES: MISC PAY ID:146002569151800 INDN:COUNTY OF RENSSELAER CO ID:9101036151 CCD PMT INFO:22-DEA-686266

Bank reference
30014353942

Value date
-

1 day float
0.00

2 day float
0.00

Kml to transfer. $2081.24 8/20

AUG 20 2026

A 0006640

CashPro®

Last sign in: 09/17/2026 8:39 AM EDT-il
KK320260 • REN41204

Sheriff - Federal Asset Forfeiture
A.3110.43101.Shjud
- $4111.52

‹ Back to search results

# Transaction details: 000000000000

Report a problem

## Overview

Status
Received by bank

Amount
4,111.52

Date
09/18/2026

Currency
USD

Account number
009380728300

Counterparty
-

Account name
General Account

Credit/Debit
CREDIT

Bank ID
021000322

Transaction type
Preauthorized ACH Credit (165)

Reference
000000000000

Text/detail
015 TREAS 310 DES: MISC PAY ID:146002569151800 INDN:COUNTY OF RENSSELAER CO ID:9101036151 CCD PMT INFO:24-DEA-707775

Bank reference
60015405236

Value date
-

1 day float
0.00

2 day float
0.00

# RENSSELAER COUNTY SHERIFF'S OFFICE

4000 Main Street Troy, New York 12180
www.renscosheriff.com

Office: (518) 266-1900
Fax: (518) 270-5447

*"Serving the Citizens of Rensselaer County Since 1791"*

SHERIFF
KYLE BOURGAULT

UNDERSHERIFF
MICHAEL C. DINARDO


To: Bureau of Finance

From: Daniel J. Carroll

Re: Deposit

Date: 6/18/26

Please find enclosed cash due to closing of Petty Cash account.

| | |
|---|---|
| From: | Federal Asset Forfeiture |
| Check#: | Cash |
| Amount: | $27.34 |
| Acct to be credited: | A.3110.43101.ShJud |

Thank you for your assistance. Please contact me at 266-2911 with any questions.

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Herrington, Bayly, Sabo

**Sent To:** Public Works **Committee** **Date** November 10, 2026

**Resolution No.** G/29

**RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTING UPGRADES FOR THE FAMILY COURT FACILITY - BUILDINGS DEPARTMENT**

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

**WHEREAS,** The Buildings Department seeks Legislative approval to purchase and install emergency lighting upgrades at the Family Court Facility, 1504 Fifth Avenue, Troy, NY 12180; and

**WHEREAS,** Emergency lighting throughout the Rensselaer County Family Court Facility have become worn and outdated in many areas, causing a need for upgrades to ensure public safety and to meet current life safety codes; and

**WHEREAS,** A project to address the noted concerns at the Family Court location has started with three (3) site visit quotes obtained for the necessary work; and

**WHEREAS,** Finelli Construction, Inc., 359 Broadway, Troy, NY 12180 submitted the lowest and most advantageous quote of $12,345.00 for the total project cost; and

**WHEREAS,** Funding for this project, fully reimbursable within the "Court Cleaning and Minor Repairs" program (Chapter 686, Laws of 1996), has been approved by the State of New York Unified Court System-Third Judicial District; and

**WHEREAS,** The Department will utilize funds available within the 2026 Rensselaer County Adopted Budget via appropriation code A.1620.04501; and

**WHEREAS,** This purchase is being made in accordance with the policies and procedures set for in the Rensselaer County Purchasing Guidelines; 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 is as follows:

| DESCRIPTION | VENDOR | APPROPRIATION CODE | AMOUNT |
|---|---|---|---|
| Emergency lighting and installation | Finelli Construction<br>259 Broadway<br>Troy, New York 12180 | A.1620.04501 | $12,345.00 |

; now, therefore, be it

**RESOLVED**, That the Rensselaer County Director of the Bureau of Central Services is authorized to sign a purchase order for the above-described purchase.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

**Clerk of the Legislature**

**Sent to County Executive**_____

**Received from County Executive**_____

_____
**Clerk of the Legislature**

**Executive Action**

**Approved**_____ **Date**_____

**Disapproved**_____
**Veto Message Attached and Returned to Clerk**

_____
**County Executive**

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

Title of Legislation: RESOLUTION AUTHORIZING THE PURCHASE AND INSTALLATION OF EMERGENCY LIGHTING UPGRADES FOR THE FAMILY COURT FACILITY-BUILDINGS DEPARTMENT

Requested by: Buildings Department

Sponsor(s):_____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: $ 12,345.00

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 $12,345.00 and length of time state funding is available 4/1/26-3/31/27 Is it available for ongoing expenses? N/A

   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 _____ ongoing $N/A

   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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The emergency lighting has become worn and outdated in many areas, causing a need for upgrades to ensure public safety and to meet current life safety codes. This project is fully reimbursable under provisions of Chapter 686 of the Laws of 1996, through the State of New York Unified Court System-Third Judicial District within the "Court Cleaning and Minor Repairs" program.

James R. Gordon, Director Bureau of Central Services

FINELLI CONSTRUCTION
359 BROADWAY
TROY, NY 12180

# ESTIMATE

| Date | Estimate # |
|---|---|
| 8/11/2026 | 418 |

| Name / Address | Ship To |
|---|---|
| Rensselaer County<br>Department of Buildings<br>99 Troy Road<br>East Greenbush, NY 12061 | |

| P.O. No. |
|---|
| |

| Description | Qty | Rate | Total |
|---|---|---|---|
| Furnish and install battery backed emergency lighting as follows:<br>Basement, 1st Floor, 2nd Floor and 3rd Floor Corridors and Waiting Rooms - we will remove 26 existing exit lights and replace using Lithonia Model ECRGH0M6 Combination Exit / Emergency Light Fixture.<br>Install 2 Lithonia Model EXRGELM6 Emergency Light Fixtures with wiring fished through the wall and tapped into nearest power source in 2 Court Rooms<br>Stairwells - We will provide and install emergency lighting at 10 Locations using one of two methods. Option 1 will be to tap a remote head, Lithonia Model # EREGYSGL from an adjacent Emergency/Exit fixture designed for the use or Option 2 will be to Tap the power source from the existing Stairwell Emergency Lighinig and install Lithonia Model EXRGELM6. We will make this determination in the field and in coordination with the owner.<br>Total Estimate | 1 | 12,345.00 | 12,345.00T |

| | |
|---|---|
| **Subtotal** | $12,345.00 |
| **Sales Tax (0.0%)** | $0.00 |
| **Total** | $12,345.00 |

# Mackey Electric Inc.

110 Rensselaer Ave
Cohoes, NY 12047
Phone # 518-237-6702
Fax # 518-237-4559
mei@mackeyelectricinc.com

**Proposal**

| Date | Contract # |
|---|---|
| 8/19/2026 | 5052 |

Rensselaer County Family Court
1504 5th Ave
Troy, NY 12180

Ship To

| Project | P.O. No. |
|---|---|
| | |

| Description | Total |
|---|---|
| Installation of new emergency lights, wall pack and exit lights in the common areas, corridors and court house. | |
| Labor & Materials | 12,960.00T |
| Per NYS Dept of Taxation and Finance: If the named organization above holds a valid Exempt Certificate - they may submit copy with payment for the exemption from payment of state & local sales taxes on its purchases. | |
| NY Sales Tax,Rensselaer County | 1,036.80 |

Thank You for your business.

Upon acceptance, please sign and return to Mackey Electric, Inc.
Note: This Contract may be withdrawn by MEI if not accepted within 15 days.

Authorized Acceptance Signature/Date:

**Total** $13,996.80

# ESTIMATE



**Prepared For**

Rensselaer County
Department of Buildings
99 Troy Road East Greenbush, NY 12061

**L.A. Gonzalez Construction LLC**

359 Broadway Ste B
Troy , NY 12180
Phone: (518) 268-8190
Email: lagonzalezconstruction@yahoo.com

Estimate # 2185
Date 08/19/2026

| Description | Total |
|---|---|
| EMERGENCY LIGHTING UPGRADES | $13,845.00 |

Scope of Work

We propose to furnish all labor, materials, equipment, and supervision necessary to remove, replace, and install battery-backed emergency and exit lighting throughout the designated areas of the facility.

1. Corridors and Waiting Rooms

Locations
Basement, First Floor, Second Floor, and Third Floor corridors and waiting rooms.

Remove (26) existing exit light fixtures.
Furnish and install (26) Lithonia Model ECRGH0M6 Combination Exit/Emergency Light Fixtures in place of the existing units.
Connect new fixtures to the existing electrical circuits and verify proper operation of both normal and battery-backup functions.

2. Stairwells

Furnish and install (2) Lithonia Model EXRGELM6 Emergency Light Fixtures within the designated stairwells.
Electrical wiring will be concealed by fishing conductors through the existing wall construction wherever conditions permit.
New fixtures will be connected to the nearest suitable existing power source.

3. Additional Stairwell Emergency Lighting

Provide and install emergency lighting at (10) additional locations within the stairwells. Final installation method will be determined based on existing field conditions and the configuration of the emergency lighting system.

One of the following installation methods will be utilized at each location:

Option 1 – Remote Emergency Head

Furnish and install Lithonia Model EREGYSGL Remote Emergency Light Head, connected to an adjacent combination exit/emergency fixture that is specifically designed and rated to support remote emergency heads.

Option 2 – Stand-Alone Emergency Fixture

Where installation of a remote head is not practical or compatible with the existing equipment, power will be extended from the existing stairwell emergency lighting circuit to furnish and install a Lithonia Model EXRGELM6 Emergency Light Fixture.

Field Coordination

The appropriate installation method for the (10) stairwell locations will be determined in the field based on existing electrical conditions, fixture compatibility, accessibility, and installation requirements. Final locations and installation methods will be coordinated with the Owner prior to installation.

Workmanship and Completion

All work will be performed in a professional manner using listed equipment and in accordance with applicable electrical and life-safety requirements. Upon completion, newly installed emergency and exit lighting will be tested to verify proper operation under both normal power and battery-backup conditions.

---

| | |
|---|---|
| **Subtotal** | $13,845.00 |
| **Total** | **$13,845.00** |

By signing this document, the customer agrees to the services and conditions outlined in this document.

Rensselaer County

## Catone, Kelly

**From:** Madsen, William
**Sent:** Tuesday, August 18, 2026 9:12 AM
**To:** Catone, Kelly
**Subject:** FW: Estimate 418 from FINELLI CONSTRUCTION

Acceptance of the Finelli proposal by the Office of Court Administration.

**From:** James E. Clark, Jr. <jeclark@nycourts.gov>
**Sent:** Monday, August 17, 2026 12:18 PM
**To:** Madsen, William <WMadsen@renscony.gov>
**Cc:** Matt Schaefer <MRSCHAEF@nycourts.gov>; john@finelliconstruction.com; Lawrencia Colon <lcolon@nycourts.gov>; Thomas G Uccello <tuccello@nycourts.gov>
**Subject:** RE: Estimate 418 from FINELLI CONSTRUCTION

Yes. Please move forward with this. Thank you. - Jim

**From:** Madsen, William <WMadsen@renscony.gov>
**Sent:** Monday, August 17, 2026 10:57 AM
**To:** James E. Clark, Jr. <jeclark@nycourts.gov>
**Cc:** Matt Schaefer <MRSCHAEF@nycourts.gov>; john@finelliconstruction.com
**Subject:** FW: Estimate 418 from FINELLI CONSTRUCTION

Attached proposal is for the Family Court Emergency lighting modifications. 5 new fixtures will be installed within the 5 courtrooms, at $310.00 each,($1550.00), the remaining 36 locations (10 stairwell, 26 corridor) will convert an existing exit lamp to an exit light with an exit/wall pack combination. 10 each in the stairwell ($3,000.00), with 26 each within the corridors, ($7,800.00). Please advise as to how and where you wish to proceed, thank you.

**From:** John@finelliconstruction.com <John@finelliconstruction.com>
**Sent:** Saturday, August 15, 2026 8:52 AM
**To:** Madsen, William <WMadsen@renscony.gov>
**Subject:** Estimate 418 from FINELLI CONSTRUCTION

Dear Customer :

Please review the attached estimate. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,

FINELLI CONSTRUCTION

Please be CAREFUL when clicking links or opening attachments from external senders.

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/30

**RESOLUTION AUTHORIZING AN EXTENSION OF A GRANT AWARD FROM NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES – 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/468/24 authorized the acceptance of a grant award from the New York State Office of Indigent Legal Services (Distribution #14 – Contract Number C140038) in the total amount of $544,146.00 for the period of January 1, 2024 through December 31, 2026; and

**WHEREAS,** Resolution G/284/25 increased the 2025 Year 2 Rensselaer County Adopted Budget by $90,691.00 for Office of the Public Defender, Office of the Conflict Defender, and Office of the Public Administrator; and

**WHEREAS,** Resolutions G/216/23 and G/526/24 increased the total amount of the contract to $816,219.00, merging $181,382.00 in 2026 Year 3 from the annual budgets in Distribution #12 and Distribution #13; and

**WHEREAS,** The New York State Office of Indigent Legal Services has authorized a twelve (12) month extension of said award with the term now ending December 31, 2027;and

**WHEREAS,** All purchases, made under this grant, will be made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Policy and Guidelines; 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.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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 Extension of a Grant Award from NYS Office of Indigent Legal Services - 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:$ 0 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 $ 0 and length of time state funding is available through December 31, 2027 . , 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, 2027

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This is a request for an extension of the term period from December 31, 2026 to December 31, 2027. The New York State Office of Indigent Legal Services has authorized a twelve (12) month extension to December 31, 2027 for Distribution #14 contract so the funds can be expended.

Department Head

John Turi, Sandra McCarthy and Joel Abelove

## Colvin, Jennifer

**From:** Horton-Pham, Kawel (ILS) <Kawel.Horton-Pham@ils.ny.gov>
**Sent:** Friday, September 25, 2026 11:28 AM
**To:** Abelove, Joel; McCarthy, Sandra; Agostino, Gabrielle; Kempf, Carl; McLaughlin, Steve; Blais, Nicholas; Turi, John; Corbin, Mary; Keegan, Amy; Colvin, Jennifer
**Cc:** Blair, Jami (ILS); ils.sm.proposals; Warth, Patricia (ILS); Phillips, Burton (ILS); Christenson, Nora (ILS); McCarthy, Lucy (ILS); Zartarian, Claire (ILS); Knittel, Claire (ILS); Smith, Tammy TS (ILS); Schettino, Kira (ILS)
**Subject:** Budget Modification for Signature - Rensselaer -C140038
**Attachments:** (County)EXT_Rensselaer_C140038.pdf

**Warning: Unusual sender** <kawel.horton-pham@ils.ny.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Dear Rensselaer County,

The Office of Indigent Legal Services is very pleased to send you the attached for your review and approval.

- Contract Name: Distribution #14
- Contract Number: C140038
- Amount: $816,219.00
- Amended Term: January 1, 2024 - December 31, 2027

Please email the signed and notarized copy to Proposals@ils.ny.gov.

The document will then be signed by the ILS Director and forwarded to the State Comptroller for final review and approval. The process will take approximately six to eight weeks. Once fully approved, ILS will send an electronic copy, as well as an updated expense statement for claiming.

Thank you for the cooperation that you have shown during the contracting process. Should you have any questions, please do not hesitate to contact ILS.

NEW YORK STATE | ILS

**Kawel Horton-Pham**
Contract Manager
**New York State Office of Indigent Legal Services**
80 S Swan St, Ste 1147, Albany, NY 12210 | www.ils.ny.gov
(518) 486-2087 | kawel.horton-pham@ils.ny.gov | he/him/his

# STATE OF NEW YORK 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: C140038

CONTRACT TYPE (select one):
- [x] Multi-Year Agreement
- [ ] Simplified Renewal Agreement
- [ ] Fixed Term Agreement

CONTRACTOR NAME:
Rensselaer, County of

TRANSACTION TYPE:
- [ ] New
- [ ] Renewal (list periods):
- [x] Amendment (list periods):

CONTRACTOR IDENTIFICATION NUMBERS:

NYS Vendor ID Number: 1000002434

Federal Tax ID Number: 14-6002569

PROJECT NAME:
Distribution #14

ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):

CONTRACTOR PRIMARY MAILING ADDRESS:

Office of the Rensselaer County Attorney
99 Troy Road
4th Floor
East Greenbush, NY 12061

CONTRACTOR PAYMENT ADDRESS:
- [ ] Check if same as primary mailing address

Rensselaer County Bureau of Finance
99 Troy Road
4th Floor
East Greenbush, NY 12061

CONTRACT MAILING ADDRESS:
- [x] Check if same as primary mailing address

CONTRACTOR PRIMARY E-MAIL ADDRESS:

ckempf@rensco.com

CONTRACTOR STATUS:
- [ ] For Profit
- [x] Municipality
- [ ] Tribal Nation
- [ ] Individual
- [ ] Not-for-Profit

Charities Registration Number:

Exemption Status/Code: 380100000000

- [ ] Sectarian Entity

**STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE**

CURRENT CONTRACT TERM:

From: 1/1/2024 To: 12/31/2026

AMENDED TERM:

From: 1/1/2024 To: 12/31/2027

CONTRACT FUNDING AMOUNT
(*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract):

CURRENT: $ 816,219.00

AMENDED:

FUNDING SOURCE(S)

- [x] State
- [ ] Federal
- [ ] Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- [ ] Appendix A
- [ ] Attachment A:
  - [ ] A-l Agency Specific Terms and Conditions
  - [ ] A-2 Program Specific Terms and Conditions
  - [ ] A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- [ ] Attachment B:
  - [ ] B-l Expenditure Based Budget
  - [ ] B-2 Performance Based Budget
  - [ ] B-3 Capital Budget
  - [ ] B-4 Net Deficit Budget
  - [ ] B-l(A) Expenditure Based Budget (Amendment)
  - [ ] B-2(A) Performance Based Budget (Amendment)
  - [ ] B-3(A) Capital Budget (Amendment)
  - [ ] B-4(A) Net Deficit Budget (Amendment)
- [ ] Attachment C: Work Plan
- [ ] Attachment D: Payment and Reporting
- [x] Other: Attachment E: Limitation on Contract Extensions

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

CONTRACTOR:

Rensselaer County

By:_____

_____
Printed Name

Title:_____

Date:_____

STATE AGENCY:

NYS Office of Indigent Legal Services

By:_____

Patricia J. Warth
Printed Name

Title: Director - Office of Indigent Legal Services

Date:_____

STATE OF NEW YORK

County of_____

On the ___ day of _____, _____, before me personally appeared_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)_____

ATTORNEY GENERAL'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

STATE COMPTROLLER'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

**ATTACHMENT E**

**LIMITATION ON CONTRACT EXTENSIONS**

**DISTRIBUTION 14**

**COUNTY OF RENSSELAER**

The term extension provided for in this amendment shall represent the last and final extension to this contract. No additional term extensions will be provided. All claims eligible for reimbursement under the terms of this contract shall be submitted to the Office of Indigent Legal Services no later than one hundred twenty (120) days after the end date of the term extension. Upon expiration of this term, the claims covered by the terms of the contract and any associated funding shall no longer be available for such reimbursement.

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Contracts & Agreements **Committee** **Date** November 10, 2026

**Resolution No.** G/31

**RESOLUTION AUTHORIZING EXTENSION OF AN AGREEMENT WITH NTS DATA SERVICES, LLC –BOARD OF ELECTIONS**

**WHEREAS,** NTS Data Services, LLC of 2079 Sawyer Dr., Niagara Falls, New York 14304 is the current contractor that provides support and maintenance services for the interface between the Rensselaer County Board of Elections NTS Team System and the New York State database system for N.Y.S. Voter II; and

**WHEREAS,** The contract period shall be five (5) years, starting January 1, 2027 and run until December 31, 2031; and

**WHEREAS,** The contract is currently budgeted and paid for through Budget Code A. 1450.04420. Increases described in the NTS agreement will be budgeted for annually, starting with the 2027 budget through the contract period stated above; and

**WHEREAS,** NTS Data Services, LLC is the sole supplier of both Rensselaer County Board of Elections and New York States voter databases; now, therefore, be it

**RESOLVED,** That the Rensselaer County Executive, or his designee, is authorized to enter into this five (5) year agreement at a total cost not to exceed $290,145.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 226**

**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**

**Software License Agreement**

This Software License Agreement (this "**Agreement**"), effective as of 01/01/2027 (the "**Effective Date**"), is by and between NTS DATA SERVICES, LLC, with offices located at 2079 SAWYER DRIVE, NIAGARA FALLS, NY 14304 ("**NTS**"), and RENSSELAER COUNTY BOARD OF ELECTIONS, with offices located at 1600 SEVENTH AVE, TROY, NY 12180 ("**BOARD**"). NTS and BOARD may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

**WHEREAS**, BOARD desires to utilize NTS software and other NTS election-related services to facilitate BOARD's operations;

**WHEREAS**, NTS desires to license the Software described in **Exhibit A** attached hereto to BOARD; and

**WHEREAS**, BOARD desires to obtain a license to use the Software for its internal business purposes, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1) Definitions.**

**a)** "**Authorized User**" means an employee or contractor of BOARD who BOARD permits to access and use the Software and Documentation pursuant to BOARD's license hereunder.
**b)** "**Documentation**" means NTS Data Services, LLC's [user manuals, handbooks, and installation guides relating to the Software provided by NTS Data Services, LLC to BOARD either electronically or in hard copy form/end-user documentation relating to the Software.
**c)** "**Software**" means the product(s) described in **Exhibit A** in object and source code format, including any Updates provided to BOARD by NTS pursuant to this Agreement.
**d)** "**Third-Party Products**" means any third-party products described in **Exhibit A** provided with or incorporated into the Software, including any open-source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open-Source Initiative.
**e)** "**Updates**" means any updates, bug fixes, patches, or other error corrections to the Software that NTS generally makes available to all County Boards of Elections with whom NTS has a current and active Agreement.

**2) License.**

**a)** Subject to and conditioned on BOARD's payment of Fees and compliance with the terms and conditions of this Agreement, NTS hereby grants BOARD a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Software solely for BOARD's internal business purposes.
**b)** Subject to and conditioned on BOARD's payment of Fees and compliance with the terms and conditions of this Agreement, NTS will provide (at no cost in addition to the Fee) the remote training (but not on-site training) and support services described in **Exhibit A.**
**c)** BOARD may use and make a reasonable number of copies of the Documentation solely for BOARD's internal business purposes in connection with BOARD's use of the Software. The total number of Authorized Users will not exceed the number of BOE dedicated employees, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder. BOARD may make one copy of the Software solely for backup and disaster recovery purposes. Any such copy of the Software remains NTS's exclusive property.

**3) Use Restrictions.** BOARD shall not use the Software or Documentation for any purposes beyond the scope of the

license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, BOARD shall not at any time, directly or indirectly;

a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part;
b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation;
c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
d) remove any proprietary notices from the Software or the Documentation;
e) utilize the proprietary file structures developed by NTS and necessary for the operation of the Software; and/or;
f) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

**4)** **Reservation of Rights.** NTS reserves all rights not expressly granted to BOARD in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to BOARD or any third party any intellectual property rights or other right, title, or interest in or to the Software.

**5)** **Delivery.** NTS shall deliver to BOARD the Software electronically, on tangible media, or by other means at NTS's sole discretion.

**6)** **BOARD Responsibilities.**

a) General. BOARD is responsible and liable for all uses of the Software and Documentation resulting from access provided by BOARD, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, BOARD is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by BOARD will be deemed a breach of this Agreement by BOARD. BOARD shall make reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.
b) Third-Party Products. NTS may distribute certain Third-Party Products with the Software. For purposes of this Agreement, such Third-Party Products are subject to their own license terms and the applicable flow-through provisions referred to in **Exhibit A**. If BOARD does not agree to abide by the applicable terms for such Third-Party Products, then BOARD should not install, allow to be installed, or use such Third-Party Products.
c) Open-Source Products. The Software also contains certain open-source software identified on **Exhibit A**. BOARD understands and acknowledges that such open-source software is not licensed to BOARD pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license.

**7)** **BOARD Preparation and Maintenance.** BOARD agrees to provide and install all NTS recommended (a) hardware (desktops, servers, etc.) including maintenance and (b) the prescribed licensed operating system software as specified by NTS to support the operation of all BOARD workstations and servers associated with the operation of the Software. In addition, BOARD agrees to provide, install, and maintain, all licensed support and diagnostic software specified by NTS and the State Board of Elections.

BOARD is solely responsible for the timely execution of the following:

a) Hardware installation and maintenance
b) Operating system maintenance, patches, and upgrades on server(s) and workstations
c) Secure backup of all data housed on the server(s) in compliance with part 6220 of NYS Election Law
d) SQL upgrades and patches on the database server
e) Regularly scheduled database maintenance tasks such as shrinking logs and reindexing
f) Maintaining all server and workstation-based security, including antivirus and firewalls
g) Networking between the server(s) and workstations

Before purchasing initial hardware, operating system, support and diagnostic software, and continuing for the Term, NTS shall review and approve all purchases related to the initial and subsequent implementation of the Software. If the NTS hardware and software recommendations are deviated from and problems develop, the time and expenses incurred by NTS to resolve the problems shall be billable to BOARD at the NTS prevailing hourly rate plus the travel and/or materials charges incurred by NTS. The current NTS hourly rate is $195.00 per hour.

BOARD shall provide means for authorized remote access into BOARD system by NTS to facilitate initial application software installation and support. This remote access may be via Virtual Private Network, LogMeIn, or any other mutually acceptable connection method. NTS shall complete application software installation remotely through this connection and perform software installation and testing. BOARD shall provide the security and access rights to the system required by NTS to complete application software installation by NTS. For the Term, remote access and security rights shall be provided to NTS to facilitate the installation of application software updates and support for BOARD.

**8) <u>Conversion of Data (If applicable).</u>**

The Parties acknowledge and agree that, in order to support the comprehensive functioning of the Software, it is necessary that certain voter registration data and images contained in BOARD's current Voter Registration system (including, without limitation, voter registration records, and absentee information) (the "**Data**") be converted and transitioned by NTS to the Software (the "**Conversion**"). In connection with the Conversion, BOARD shall supply the Data to NTS in a non-proprietary format.

NTS shall use commercially reasonable efforts to effectuate the Conversion. Notwithstanding the foregoing, NTS PERFORMS THE CONVERSION "**AS IS**" AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND. NTS SPECIFICALLY DISCLAIMS ALL INDIRECT AND/OR IMPLIED WARRANTIES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION, NTS DOES NOT WARRANT AN ERROR-FREE CONVERSION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM NTS WILL CREATE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE CONVERSION.

**9) <u>Confidential Information</u>**. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**").

Confidential Information does not include information that, at the time of disclosure, is:

a) In the public domain;
b) known to the receiving Party at the time of disclosure;
c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or
d) independently developed by the receiving Party.

The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required.

On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information

or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

**10) Fees and Payment.**

Fees. BOARD shall pay NTS the fees ("**Fees**") set forth in **Exhibit A** without offset or deduction. BOARD shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If BOARD fails to make any payment when due, in addition to all other remedies that may be available:

a) NTS may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly;
b) BOARD shall reimburse NTS for all reasonable costs incurred by NTS in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
c) if such failure continues for 30 days following written notice thereof, NTS may until all past due amounts; and interest thereon have been paid, without incurring any obligation or liability to BOARD or any other person by reason of such prohibition of access to the Software.

**11) Intellectual Property Ownership**

**a)** BOARD acknowledges that NTS owns all rights, title, and interest, including all intellectual property rights, in and to the Software and Documentation and that, with respect to Third-Party Products, the applicable third-party owns all rights, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

**b)** If BOARD or any of its employees or contractors sends or transmits any communications or materials to NTS by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), NTS is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. BOARD hereby assigns to NTS on BOARD's behalf, and on behalf of its employees, contractors, and/or agents, all rights, title, and interest in, and NTS is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although NTS is not required to use any Feedback.

**12) Limited Warranties and Warranty Disclaimer.**

NTS warrants that:

a) The Software will perform materially as described in the specifications available in the most up-to-date Documentation for the Term; and
b) At the time of delivery, the Software does not contain any virus or other malicious code that would make it inoperable or incapable of being used in accordance with the Documentation.

THE FOREGOING WARRANTIES DO NOT APPLY TO, AND NTS STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY PRODUCTS.

a) The warranties set forth in Section 12(a) do not apply and become null and void if BOARD breaches any provision of this Agreement, or if BOARD, any Authorized User, or any other person provided access to the Software by BOARD, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by NTS in writing; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by NTS in writing.
b) If, during the period specified in Section 12(a), any Software fails to comply with the warranty in Section 12(a), and such failure is not excluded from warranty pursuant to Section 12(b), NTS shall, subject to

BOARD's promptly notifying NTS in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that BOARD provides NTS with all information NTS requests to resolve the reported failure, including sufficient information to enable the NTS to recreate such failure; or (ii) refund the Fees paid for such Software, subject to BOARD's ceasing all use of and, if requested by NTS, returning to NTS all copies of the Software. If NTS repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from BOARD's receipt of the repair or replacement. The remedies set forth in this Section 12(b) are BOARD's sole remedies and NTS's sole liability with respect to a breach of the limited warranty set forth in Section 12(a).

c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND NTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NTS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NTS MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET BOARD'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

**13) <u>Indemnification</u>.**

**a)** <u>NTS Indemnification</u>.

NTS shall indemnify, defend, and hold harmless BOARD from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by BOARD resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that BOARD promptly notifies NTS in writing of the claim, cooperates with NTS, and allows NTS sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, BOARD agrees to permit NTS, at NTS's sole discretion, to:

a) Modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing; or

b) Obtain the right for BOARD to continue use. If NTS determines that none of these alternatives is reasonably available, NTS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to BOARD.

This Section 13 (a) will not apply to the extent that the alleged infringement arises from:

1. Use of the Software in combination with data, software, hardware, equipment, or technology not provided by NTS or authorized by NTS in writing;
2. modifications to the Software not made by NTS;
3. use of any version other than the most current version of the Software or Documentation delivered to BOARD; or
4. Third-Party Products.

**b)** <u>BOARD Indemnification</u>. BOARD shall indemnify, hold harmless, and, at NTS's option, defend NTS from and against any Losses resulting from any Third-Party Claim based on BOARD's or any Authorized User's:

a) negligence or willful misconduct;
b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement;
c) use of the Software in combination with data, software, hardware, equipment, or technology not provided by NTS or authorized by NTS in writing;
d) modifications to the Software not made by NTS;
e) use of any version other than the most current version of the Software or Documentation delivered to BOARD provided that BOARD may not settle any Third-Party Claim against NTS unless such settlement completely and forever releases NTS from all liability with respect to such Third-Party Claim or unless NTS

consents to such settlement, and further provided that NTS will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

**14) Limitation of Liability**. IN NO EVENT WILL NTS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, FOR ANY:

a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS;
b) LOSS OF GOODWILL OR REPUTATION;
c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY;
d) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE, REGARDLESS OF WHETHER NTS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL NTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE EXCEED THE FEE FOR ONE CALENDAR YEAR PAID BY BOARD TO NTS.

**15) Term and Termination.**

a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until 12/31/2031 (the "**Term**").
b) Termination. In addition to any other express termination right set forth in this Agreement:
    a) NTS may terminate this Agreement, effective on written notice to BOARD, if BOARD;
        1. fails to pay any amount when due hereunder, and such failure continues more than 60 days after NTS's delivery of written notice thereof; or
        2. breaches any of its obligations under Section 2(b) or Section 9;
    b) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach:
        1. Is incapable of cure; or
        2. being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach;
    c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party:
        1. Becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
        2. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
        3. makes or seeks to make a general assignment for the benefit of its creditors; or
        4. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business
c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting BOARD's obligations under Section 9, BOARD shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the NTS that the Software and Documentation has been deleted or destroyed. No expiration or termination will affect BOARD's obligation to pay all Fees that may have become due before such expiration or termination or entitle BOARD to any refund.
d) Survival. This Section 16(d) and Sections 1, 9, 10, 11, 12(c), 13, 15, and 16 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

**16) Miscellaneous**

a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs:

1. first, this Agreement, excluding its Exhibits;
2. second, the Exhibits to this Agreement as of the Effective Date; and
3. third, any other documents incorporated herein by reference

b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only:

1. upon receipt by the receiving Party, and
2. if the Party giving the Notice has complied with the requirements of this Section

c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, except for any obligations to make payments, if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving except as otherwise set forth in this Agreement. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of Niagara Falls and County of Niagara. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

g) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. BOARD shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 9 or, in the case of BOARD, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the

event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

| NTS DATA SERVICES, LLC | RENSSELAER COUNTY BOARD OF ELECTIONS |
|---|---|
| By:_____ | By:_____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| | By:_____ |
| | Name: _____ |
| | Title: _____ |

**EXHIBIT A**

**Software and Services**

**Rensselaer County Board of Elections**

**1. NTS SOFTWARE**

Upon execution of this Agreement and receipt of the initial annual payment, NTS will install and grant a one-year license to operate APEX/NYSVoter Interface, and PACETS ("Software") at BOARD. For each succeeding year of a multi-year term agreement, a subsequent one-year license will be granted upon receipt by NTS of the respective annual payment.

**2. TRAINING AND SUPPORT**

NTS shall provide on-site or remote training to assist BOARD's staff with any issues arising in BOARD's utilization of the Software. Any and all remote training shall be provided by NTS to BOARD at no cost in addition to the Fee. Any and all on-site training shall be billed at the prevailing NTS hourly rate plus any additional travel and/or material charges incurred by NTS during its work performance.

NTS Hotline Support shall be provided between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays. NTS Hotline Support shall include general Software application questions/issues, election operation issues, and any other areas relating to NTS support of BOARD. Hotline support shall not exceed six (6) hours in any one month. Hotline support over and above the monthly maximum shall be billed at the prevailing NTS hourly rate plus any additional travel and/or material charges incurred by NTS during its work performance.

NTS shall provide support on election day starting at 5:00 a.m. until 10:00 p.m. In addition, NTS support staff will be available on call as posted during the election cycle.

**3. FEES**

Pricing for ongoing license and support services for the APEX/NYSVoter Interface, and PACETS ("Software") is detailed below.

On January 15, 2027, the BOARD shall make a payment of $51,470.42 to NTS.
On January 15, 2028, the BOARD shall make a payment of $54,558.65 to NTS.
On January 15, 2029, the BOARD shall make a payment of $57,832.16 to NTS.
On January 15, 2030, the BOARD shall make a payment of $61,302.09 to NTS.
On January 15, 2031, the BOARD shall make a payment of $64,980.22 to NTS.

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Herrington, Casale, Galuski

**Sent To:** Veterans & Youth **Committee** **Date** November 10, 2026

**Resolution No.** G/32

**RESOLUTION AUTHORIZING THE PURCHASE OF COATS**
**(UNIFIED FAMILY SERVICES – YOUTH SERVICES)**

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

**WHEREAS,** A one-day golfing event was held on August 11, 2026 to raise funds for the purchase of coats for the Coats for Kids Program; and

**WHEREAS,** Funds were raised to support the purchase of 1,000 coats; and

**WHEREAS,** This purchase is made in accordance with the polices and procedures set forth in the Rensselaer County Purchasing Guidelines; and

**WHEREAS,** The funding for this expenditure has been appropriated as follows:

| DESCRIPTION | VENDOR | APPRPOPRIATION CODE | AMOUNT |
|---|---|---|---|
| 1,000 Coats | B. Lodge & Co.<br>75 N. Pearl St.<br>Albany, NY 12207 | A.7310.04500 | $20,000.00 |

; now, therefore, be it

**RESOLVED,** That the Rensselaer County Executive, or his designee, shall be and hereby is authorized empowered to purchase 1,000 coats at a cost not to exceed $20,000.00.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 226**

**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)** _____

**Sent To:** _____ **Committee** **Date** October 26, 2026

**Resolution No.** G/

**RESOLUTION AUTHORIZING THE PURCHASE OF COATS**
**(UNIFIED FAMILY SERVICES - YOUTH SERVICES)**

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

**WHEREAS**, A one-day golfing event was held on August 11, 2026 to raise funds for the purchase of coats for the Coats for Kids Program; and

**WHEREAS,** Funds were raised to support the purchase of 1,000 coats; and

**WHEREAS,** This purchase is made in accordance with the policies and procedures set forth in the Rensselaer County Purchasing Guidelines; and

**WHEREAS,** The funding for this expenditure has been appropriated as follows:

| DESCRIPTION | VENDOR | APPROPRIATION CODE | AMOUNT |
|---|---|---|---|
| 1,000 Coats | B. Lodge & Co.<br>75 N Pearl St<br>Albany, NY 12207 | A.7310.04500 | $20,000.00 |

;now, therefore, be it

**RESOLVED,** That the Rensselaer County Executive, or his designee, shall be and hereby is authorized empowered to purchase 1,000 coats at a cost not to exceed $20,000.00

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10,2026**

**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**

**B. LODGE & CO.**
**"Albany's Oldest Store"**
75 North Pearl Street
ALBANY, NY 12207
**(518) 463-4646**

*2 orders will total 818 coats at #7,996

| CUSTOMER'S ORDER NO. | PHONE | DATE |
|---|---|---|
| | | 9/16/26 |

NAME Rensselaer County Dept for Youth
ADDRESS As per : Dave Proper

| SOLD BY | CASH | C.O.D. | CHARGE | ON ACCT. | MDSE. RETD. | PAID OUT | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

| QTY. | DESCRIPTION | PRICE | AMOUNT |
|---|---|---|---|
| 409 | Kids Winter Coats | | |
| | 409 x 22.00 | | 8998.00 |
| | | TAX | — |
| RECEIVED BY | | TOTAL | 8998.00 |

SPECIAL ORDERS ARE FINAL SALE!

19171

Thank You

Rokka&Rolla Boys' Reversible Light Puffer Jacket Coat-Neon Gradient, size 8

Sold & shipped by Rokka&Rolla

— 10 + Save for later

Target quote

**Shipping**
Arriving by Fri, Nov 6

$50.52
×818
$41,325.36



**$505.20**
reg ~~$692.00~~
each $50.52
Sale

Rokka&Rolla Boys' Reversible Light Puffer Jacket Coat-Neon Gradient, size 4-5

Sold & shipped by Rokka&Rolla

— 10 + Save for later

**Shipping**
Arriving by Fri, Nov 6



**$505.20**
reg ~~$692.00~~
each $50.52
Sale

Rokka&Rolla Boys' Reversible Light Puffer Jacket Coat-Spectra Yellow, size 14-16

Sold & shipped by Rokka&Rolla

— 10 + Save for later

**Shipping**
Arriving by Fri, Nov 6

Walmart quote

**Cart** (10 items)

**Pickup and delivery options**

Shipping — All items available | Pickup — All items available | Delivery — All items available

**Free shipping** arrives by **Thu, Oct 29**

Order within **11 hr 45 min**

12180

Want it as soon as **today?** Pickup instead

Sold and shipped by Walmart
Free shipping

**Best seller**



**$279.80** $27.98 ea
Wonder Nation Girls Heavyweight Puffer Jacket with Hood, Sizes 4-18
Actual Color: Earthen Khaki
Clothing Size: XXL (18)
Free Holiday returns until Jan 31
Gift Eligible

Remove | Save for later | − 10 +

**Hang, light and decorate with ease**



+ Add

**$16.98**
Fosmon [ETL Listed] 2 Pack 24 Hour Digital Timer Outlet, Light Timer with on/off Button, Timer Switch for...
4.5 ★ 66
Save with W+
Shipping arrives **Thu, Oct 29**



+ Add

**$8.93** $1.12/count
Command Small Utility Hooks, White, Damage Free Organizing, 8 Hooks and 16 Adhesive Strips
4.5 ★ 228
Save with W+
Delivery as soon as **16 mins**
Shipping arrives **today**
Pickup **available**

**Best seller**




+ Add

**$5.47**
Hyper Tough 6-Outlet Indoor Power Strip, 2.5 ft Cord, UL/ETL Certified, Black
4.5 ★ 3209
Save with W+
Delivery as soon as **16 mins**
Shipping arrives **today**
Pickup **available**

**Saved for later**

**748 of 1,061 items**



Move to cart

**$1,790.72**
$27.98 ea
Wonder Nation Girls Heavyweight Puffer Jacket with Hood, Sizes 4-18
Actual Color : Frc Shiny Black
Clothing Size : XS (4-5)
Qty 64
Remove



Move to cart

**$2,742.04**
$27.98 ea
Wonder Nation Girls Heavyweight Puffer Jacket with Hood, Sizes 4-18
Actual Color : Frc Shiny Black
Clothing Size : XL (14-16)
Qty 98
Remove

**Continue to checkout**

For the best shopping experience, sign in

| | |
|---|---|
| **Subtotal (10 items)** | **$279.80** |
| Shipping | Free |
| Taxes | Calculated at checkout |
| **Estimated total** | **$279.80** |

Powered by Affirm — Check Offer
As low as **$26/mo** or 0% APR
No credit impact to apply

Walmart+ **Try 30 days of Walmart+ for just $1!**
Claim offer
You'll choose your plan at checkout.

This order is a gift.

**Earn $43.39 cash back!** That's 3% cash back with the OnePay CashRewards Card including a $35 welcome bonus. Learn how

$27.98
x 818
$22,887.64

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Casale, Choquette, Ashley

**Sent To:** Environment **Committee** **Date** November 10, 2026

**Resolution No.** G/33

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO MUNICIPALITIES AS PART OF THE HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS FOR 2027 – ENVIRONMENTAL MANAGEMENT**

**WHEREAS,** This resolution is filed with the County Legislature by the Rensselaer County Environmental Management Council; and

**WHEREAS,** The Rensselaer County Environmental Management Council is coordinating county wide Household Hazardous Waste (HHW) events throughout 2027. $75,000.00 will be used as an offset to Rensselaer County municipalities participating in the events during 2027; and

**WHEREAS,** This funding is necessary to provide Rensselaer County residents with the opportunity for the environmentally safe disposal of household hazardous waste; and

**WHEREAS,** The funding will be allocated to the participating municipalities as follows:

| CONTRACTING PARTY | PURPOSE | CONTRACT AMOUNT |
|---|---|---|
| City of Troy<br>1776 6th Ave<br>Troy, NY 12180<br>(A.8090.04800) | HHW Event | $32,250.00 |
| City of Rensselaer<br>62 Washington St.<br>Rensselaer, NY 12144<br>(A.8090.04800) | HHW Event | $ 6,000.00 |
| Town of Brunswick<br>336 Town Office Road<br>Troy, NY 12180<br>(A.8090.04800) | HHW Event | $ 7,500.00 |
| Town of Grafton<br>2379 Rte 2<br>Grafton, NY 12082<br>(A.8090.04800) | HHW Event | $ 1,500.00 |

| CONTRACTING PARTY | PURPOSE | CONTRACT AMOUNT |
|---|---|---|
| Town of Nassau<br>29 Church Street<br>Nassau, NY 12123<br>(A.8090.04800) | HHW Event | $ 3,000.00 |
| Town of North Greenbush<br>2 Douglas St<br>Wynantskill, NY 12198<br>(A.8090.04800) | HHW Event | $ 8,250.00 |
| Town of Poestenkill<br>38 Davis Drive<br>Poestenkill, NY 12140<br>(A.8090.04800) | HHW Event | $ 3,000.00 |
| Town of Sand Lake<br>8428 NY Rte. 66<br>Averill Park NY 12018<br>(A.8090.04800) | HHW Event | $ 5,250.00 |
| Town of Schodack<br>265 Schuurman Road<br>Castleton, NY 12033<br>(A.8090.04800) | HHW Event | $ 8,250.00 |

; now, therefore, be it

**RESOLVED**, That the Rensselaer County be, and hereby is authorized to execute the above-referenced agreements, subject to the approval as to form by the Rensselaer County Attorney.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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** November 10, 2026

**Resolution No.** G/34

**RESOLUTION CONFIRMING A SEWER RENT SCHEDULE AS ESTABLISHED BY THE COMMISSIONERS OF THE RENSSELAER COUNTY SEWER DISTRICT NUMBER ONE- SEWER DISTRICT NO. 1**

**WHEREAS,** The Rensselaer County Legislature passed Local Law Number 3 for the year 1976 authorizing the imposition of sewer rents for the Rensselaer County Sewer District No. 1 and prescribing the method by which schedules of sewer rents would be imposed; and

**WHEREAS,** The Commissioners of Rensselaer County Sewer District No. 1 met on August 27, 2026 and set forth a schedule of sewer rents for said District; and

**WHEREAS,** After due notice a Public Hearing concerning said schedule by the Commissioners of Rensselaer County Sewer District No. 1 was conducted on October 13, 2026; and

**WHEREAS,** On October 28, 2026 the Commissioners of Rensselaer County Sewer District No. 1 met and established said schedule of sewer rents to be effective as follows:

| | **Metered Water** | **Metered -Minimum** | **Unmetered - Flat** |
|---|---|---|---|
| **Proposed Rates:** | | | |
| Effective January 1, **2027** | $4.96/1000 gals | $68.77/quarter = $275.08/year | $348.95/unit/year |
| Effective January 1, **2028** | $5.26/1000 gals | $72.90/quarter = $291.60/year | $369.89/unit/year |
| Effective January 1, **2029** | $5.58/1000 gals | $77.27/quarter = $309.08/year | $392.08/unit/year |

; and

**WHEREAS,** Legal notice of said established schedule was published in the Troy Record newspaper on October 14, 2026 with instructions for submitting appeals and the final date of such appeals; and

**WHEREAS,** Revenues generated by the Sewer Rent Schedule provide funds for all District expenditures, including debt service; and

**WHEREAS,** Additional revenues generated by the sewer rent schedule are necessary to offset increases in expenditures; and

**WHEREAS,** In order to provide a planning and budget tool for the residents of the Sewer District, it is the intention of the Legislature to establish the following sewer rents schedule, effective as stated; now, therefore, be it

**RESOLVED,** That the sewer rent schedule, a copy of which is attached hereto, established on August 27, 2026 by the Commissioners of Rensselaer County Sewer District No. 1 is, pursuant to Section 255 of County Law of the State of New York and Local Law Number 3 of the year 1976, is hereby amended and established for fiscal years 2027, 2028 and 2029.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain**
**November 10, 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)** Bayly, Hoffman, Fleming

**Sent To:** Budget & Finance **Committee** **Date** November 10, 2026

**Resolution No.** G/35

**RESOLUTION PROVIDING FOR THE DISTRIBUTION OF MORTGAGE TAX**

**WHEREAS,** The Rensselaer County Clerk has paid the Chief Fiscal Officer the sum of two million, one hundred thirty-six thousand, five hundred eighty-three dollars, and eighty-one cents ($2,136,583.81); and

**WHEREAS,** The sum represents the local share of mortgage tax collection for the period April 1, 2026 through September 30, 2026 pursuant to and in accordance with the laws of the State of New York; and

**WHEREAS,** The sum is due and owing to the cities, towns and villages of Rensselaer County in accordance with Section 261 of the Tax Law of the State of New York as follows:

| MUNICIPALITY | AMOUNT |
|---|---|
| Berlin | $16,313.59 |
| Brunswick | $186,869.49 |
| East Greenbush | $296,589.24 |
| Grafton | $31,762.11 |
| Hoosick | $50,526.83 |
| Village of Hoosick Falls | $15,374.13 |
| Nassau | $42,352.42 |
| *Village of Nassau | $6,556.23 |
| Village of East Nassau | $4,136.11 |
| North Greenbush | $219,797.07 |
| Petersburg | $15,158.52 |
| Pittstown | $54,667.60 |
| **Village of Valley Falls | $1,403.13 |
| Poestenkill | $84,840.38 |
| City of Rensselaer | $90,827.98 |
| Sand Lake | $147,259.65 |
| Schaghticoke | $97,612.02 |
| Village of Schaghticoke | $4,465.21 |
| **Village of Valley Falls | $275.11 |
| Schodack | $203,591.88 |
| Village of Castleton | $7,688.52 |
| *Village of Nassau | $479.22 |
| Stephentown | $28,660.15 |
| City of Troy | $529,377.22 |
| TOTAL | $2,136,583.81 |

| | |
|---|---|
| *** Village of Nassau Total** | **$7,035.45** |
| ****Village of Valley Falls Total** | **$1,678.24** |

; now, therefore, be it

**RESOLVED,** That the Chief Fiscal Officer be and is hereby ordered and directed to pay such monies as set forth in the above apportionment schedule.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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**

NEW YORK STATE | Department of Taxation and Finance

October 19, 2026

Office of Real Property Tax Services Division

County: Rensselaer
Period: April-26 - September-26

Rensselaer County Clerk
105 Third Street
Troy, NY 12180

## We approved your report.

We approved your semi-annual form AU-202, New York State Mortgage Tax Semiannual Report, which we received on October 19, 2026.

The net amount of $2,136,583.81 due to the respective tax districts is approved. You may submit the report to your county legislative body for their action, pursuant to Tax Law § 261.

**Questions?**

- Visit our website.
- Call Rebecca Bellard at 518-530-4071

# NEW YORK STATE MORTGAGE TAX SEMI-ANNUAL REPORT

COUNTY OF **Rensselaer** FOR THE PERIOD OF **April 2026** THROUGH **September 2026**

CASH STATEMENT FOR TAXES COLLECTED PURSUANT TO ARTICLE 11

TAX RATE:0.9966147865

| Months | BASIC TAX DISTRIBUTED | | | | | TREASURER | | | ALL OTHER TAXES DISTRIBUTED | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 Basic Tax Collected | 2 Interest Received by Recording Officer | 3 Recording Officer's Expense | 4 Refunds or Adjustments | 5 Amount Paid Treasurer (Col 1 + Col 2 - Col 3 - Col 4) | 6 Interest Received by Treasurer | 7 Treasurers Expense | 8 Tax Districts Share (Col 5 + Col 6 - Col 7) | 9 Local Tax | 10 Additional Tax CNY | 11 Special Assistance Fund | 12 Special Additional Tax SONYMA |
| Oct | | | | | | | | | | | | |
| Nov | | | | | | | | | | | | |
| Dec | | | | | | | | | | | | |
| Jan | | | | | | | | | | | | |
| Feb | | | | | | | | | | | | |
| Mar | | | | | | | | | | | | |
| Apr | 370,503.50 | 70.05 | 1,278.39 | 0.00 | 369,295.16 | 0.00 | 0.00 | 369,295.16 | 184,630.13 | 178,811.96 | | 133,892.83 |
| May | 302,807.50 | 78.51 | 1,279.61 | 0.00 | 301,606.40 | 0.00 | 0.00 | 301,606.40 | 150,783.67 | 144,859.27 | | 109,866.05 |
| Jun | 344,557.00 | 61.64 | 1,281.11 | 0.00 | 343,337.53 | 0.00 | 0.00 | 343,337.53 | 171,653.43 | 164,582.92 | | 124,438.82 |
| Jul | 388,237.91 | 84.05 | 1,293.54 | 0.00 | 387,028.42 | 0.00 | 0.00 | 387,028.42 | 193,493.28 | 185,254.65 | | 131,832.13 |
| Aug | 357,739.00 | 72.08 | 1,281.95 | 0.00 | 356,529.13 | 0.00 | 0.00 | 356,529.13 | 178,246.63 | 170,790.19 | | 128,793.68 |
| Sep | 380,165.43 | 61.34 | 1,270.43 | -169.17 | 378,787.17 | 0.00 | 0.00 | 378,787.17 | 189,378.31 | 182,208.24 | | 144,108.40 |
| Totals | 2,144,010.34 | 427.67 | 7,685.03 | -169.17 | 2,136,583.81 | 0.00 | 0.00 | 2,136,583.81 | 1,068,185.45 | 1,026,507.23 | | 772,931.91 |

Recording Officer

Treasurer

Distribution Statement
(Columns 1 through 5) The "taxes collected" shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and correct errors are recorded in column 3 and 4, respectively. Authority for these additions and deductions is given by the orders of the Taxation Department noted on the

## PART II

Credit Statement
(Column 6) This column is the net amount due to each tax district for which the Board of Supervisors shall issue its warrant or warrants.

| MUNICIPALITY | 2<br>Taxes Collected | 3<br>*Additions | 4<br>*Deductions | 5<br>Taxes Adj. Corr | 6<br>Amount Due Tax District |
|---|---|---|---|---|---|
| BERLIN | 16,369.00 | 0.00 | 0.00 | 16,369.00 | 16,313.59 |
| BRUNSWICK | 187,504.23 | 0.00 | 0.00 | 187,504.23 | 186,869.49 |
| EAST GREENBUSH | 297,596.67 | 0.00 | 0.00 | 297,596.67 | 296,589.24 |
| GRAFTON | 31,870.00 | 0.00 | 0.00 | 31,870.00 | 31,762.11 |
| HOOSICK | 66,124.81 | 0.00 | 0.00 | 66,124.81 | 65,900.96 |
| NASSAU | 53,224.93 | 0.00 | 0.00 | 53,224.93 | 53,044.75 |
| NORTH GREENBUSH | 220,712.83 | 0.00 | -169.17 | 220,543.66 | 219,797.07 |
| PETERSBURGH | 15,210.00 | 0.00 | 0.00 | 15,210.00 | 15,158.51 |
| PITTSTOWN | 56,261.19 | 0.00 | 0.00 | 56,261.19 | 56,070.73 |
| POESTENKILL | 85,128.56 | 0.00 | 0.00 | 85,128.56 | 84,840.38 |
| RENSSELAER | 91,136.50 | 0.00 | 0.00 | 91,136.50 | 90,827.98 |
| SAND LAKE | 147,759.85 | 0.00 | 0.00 | 147,759.85 | 147,259.65 |
| SCHAGHTICOKE | 102,700.00 | 0.00 | 0.00 | 102,700.00 | 102,352.34 |
| SCHODACK | 212,478.91 | 0.00 | 0.00 | 212,478.91 | 211,759.62 |
| STEPHENTOWN | 28,757.50 | 0.00 | 0.00 | 28,757.50 | 28,660.15 |
| TROY | 531,175.36 | 0.00 | 0.00 | 531,175.36 | 529,377.22 |
| **Total Tax Districts: 16** | **2,144,010.34** | **0.00** | **-169.17** | **2,143,841.17** | **2,136,583.81** |

*See refund, adjustment and special adjustment orders of Commissioner of Taxation and Finance, case numbers

| | 10/22/2026<br>Total Assessed value |
|---|---|
| Vil of Hoosick Falls | 228,073,147 |
| Hoosick (T) | 488,816,057 |
| Vil of Nassau | 52,841,441 |
| Vil of East Nassau | 33,335,913 |
| Nassau (T) | 213,763,294 |
| Vil of Valley Falls | 32,077,557 |
| Pittstown (T) | 640,926,571 |
| Vil of Schaghticoke | 13,309,222 |
| Vil of Valley Falls | 819,996 |
| Schaghticoke (T) | 152,538,091 |
| Vil of Castleton | 96,885,628 |
| Vil of Nassau | 6,038,821 |
| Schodack (T) | 1,334,227,761 |

10/22/2026

| Amount Shared | Town/Village Name | Divisable Values | Total Assessed Value | % of Share | Town Total |
|---|---|---|---|---|---|
| $ 15,374.13 | Village of Hoosick Falls | $ 228,073,147 | $ 228,073,147 | 23.33% | |
| | | $ 977,632,114 | | | $ 65,900.96 |
| $ 50,526.83 | Hoosick (T) | | $ 488,816,057 | 76.67% | |
| $ 65,900.96 | | | | | 100.00% |
| $ 6,556.23 | Village of Nassau | $ 52,841,441 | $ 52,841,441 | 12.36% | |
| | | $ 427,526,588 | | | $ 53,044.75 |
| $ 4,136.11 | Village of East Nassau | $ 33,335,913 | $ 33,335,913 | 7.80% | |
| | | $ 427,526,588 | | | |
| $ 42,352.42 | Nassau (T) | | $ 213,763,294 | 79.84% | |
| $ 53,044.76 | | | | | 100.00% |
| $ 1,403.13 | Village of Valley Falls | $ 32,077,557 | $ 32,077,557 | 2.50% | |
| | | $ 1,281,853,142 | | | $ 56,070.73 |
| $ 54,667.60 | Pittstown (T) | | $ 640,926,571 | 97.50% | |
| $ 56,070.73 | | | | | 100.00% |
| $ 4,465.21 | Village of Schaghticoke | $ 13,309,222 | $ 13,309,222 | 4.36% | |
| | | $ 305,076,182 | | | $ 102,352.34 |
| $ 275.11 | Village of Valley Falls | $ 819,996 | $ 819,996 | 0.27% | |
| | | $ 305,076,182 | | | |
| $ 97,612.02 | Schaghticoke (T) | | $ 152,538,091 | 95.37% | |
| $ 102,352.34 | | | | | 100.00% |
| $ 7,688.52 | Village of Castleton | $ 96,885,628 | $ 96,885,628 | 3.63% | |
| | | $ 2,668,455,522 | | | $ 211,759.62 |
| $ 479.22 | Village of Nassau | $ 6,038,821 | $ 6,038,821 | 0.23% | |
| | | $ 2,668,455,522 | | | |
| $ 203,591.88 | Schodack (T) | | $ 1,334,227,761 | 96.14% | |
| $ 211,759.62 | | | | | 100.00% |

| | |
|---|---|
| $ 489,128.41 | Total Towns with Villages |
| $ 16,313.59 | Berlin |
| $ 186,869.49 | Brunswick |
| $ 296,589.24 | East Greenbush |
| $ 31,762.11 | Grafton |
| $ 219,797.07 | North Greenbush |
| $ 15,158.52 | Petersburgh |
| $ 84,840.38 | Poestenkill |
| $ 90,827.98 | Rensselaer |
| $ 147,259.65 | Sand Lake |
| $ 28,660.15 | Stephentown |
| $ 529,377.22 | Troy |
| $ 2,136,583.81 | |

| | |
|---|---|
| Total Village of Nassau Amount | $ 7,035.45 |
| Total Village of Valley Falls Amount | $ 1,678.24 |

# RENSSELAER COUNTY LEGISLATURE

**Introduced by Legislator(s)** Hoffman

**Sent To:** Rules & Legislative Operations **Committee** **Date** November 10, 2026

**Resolution No. P/36**

**RESOLUTION ESTABLISHING A DATE FOR A SPECIAL MEETING**

**WHEREAS,** Pursuant to Rule No. 1C of the Rules of the Rensselaer County Legislature and in accordance with the NYS Open Meeting Law, Section 104, a special meeting of the Rensselaer County Legislature will be held on: Wednesday, December 2, 2026 at 6:00 p.m.; and

**WHEREAS,** The purpose of this meeting is to act on "A Resolution to Adopt a Budget for the County of Rensselaer for the Fiscal Year Beginning on January 1, 2027" and any legislation filed in accordance with Rule 16C of the Rules of the Rensselaer County Legislature; now, therefore, be it

**RESOLVED,** That there will be a special meeting held in the Legislative Chambers, 99 Troy Road, East Greenbush, New York 12061 on Wednesday, December 2, 2026 at 6:00 p.m.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Rules & Legislative Operations **Committee** **Date** November 10, 2026

**Resolution No.** P/37

**RESOLUTION COMMENDING WARREN W. FANE, INC. UPON THE OCCASION OF ITS SEVENTY-FIFTH ANNIVERSARY**

**WHEREAS,** Warren W. Fane Inc. has achieved the monumental milestone of celebrating its 75th anniversary of dedicated service, excellence, and community impact; and

**WHEREAS,** The extraordinary journey of this esteemed company began when a young, ambitious 16-year-old Warren W. Fane made the bold decision to leave school as a sophomore to forge his own path, founding the company with a vision rooted in hard work, integrity, and faith; and

**WHEREAS,** Through an unmatched work ethic, unyielding determination, and absolute perseverance, Mr. Fane went on to build and run an incredible business for the past 75 years, growing it from humble beginnings into a trusted leader in trucking, excavation, and site development; and

**WHEREAS,** At 91 years of age, Mr. Fane continues to exemplify the pinnacle of dedication and professional stamina, still waking up daily at 3:30 a.m. to go to work and guide the operations of the company he built; and

**WHEREAS,** Throughout seven and a half decades of operation, Warren W. Fane Inc. has served as a cornerstone of the local economy, providing vital employment opportunities, supporting infrastructure growth, and fostering economic resilience, while simultaneously building an amazing family, legacy, and community impact; and

**WHEREAS,** The success of Warren W. Fane Inc. is a direct reflection of Mr. Fane's powerful leadership, the dedication of a skilled workforce, and the core family values that have guided its operations through changing times and industry evolutions; and

**WHEREAS,** Beyond its corporate achievements, Warren W. Fane Inc. and its leadership have remained deeply invested in the well-being of the community, generously giving back and supporting local initiatives, youth programs, and civic organizations; now, therefore, be it

**RESOLVED,** That this legislative body pause in its deliberations to officially commend and congratulate Warren W. Fane Inc. and its founder, Warren W. Fane, on the grand occasion of its 75th Anniversary; and be it further

**RESOLVED**, That we extend our deepest gratitude to Mr. Fane, the Fane family, and the entire staff for their decades of outstanding contributions to our community and industry, and offer our best wishes for continued growth, prosperity, and success in the many years to come; and be it further

**RESOLVED**, That a copy of this Resolution, suitably engrossed, be transmitted to Warren W. Fane Inc.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Rules & Legislative Operations **Committee** **Date** November 10, 2026

**Resolution No. P/38**

**RESOLUTION COMMENDING OFF SHORE PIER ON THE OCCASION OF ITS 50TH ANNIVERSARY**

**WHEREAS,** The Rensselaer County Legislature takes great pride in recognizing local businesses that have demonstrated a longstanding commitment to their communities, contributed to the local economy, and established a tradition of quality service; and

**WHEREAS,** Off Shore Pier, located in the Town of East Greenbush, was established in 1976 by Fred Meisner Sr. as a fresh seafood market, providing residents of Rensselaer County and the surrounding Capital Region with the freshest fish and highest quality seafood; and

**WHEREAS,** In 1979, Off Shore Pier expanded to include a seafood restaurant, quickly becoming a beloved family favorite and a dining destination known for its fresh seafood, delicious meals, generous hospitality, and welcoming atmosphere; and

**WHEREAS,** For generations, families throughout Rensselaer County and the Capital Region have made Off Shore Pier a cherished dining tradition, returning year after year to enjoy some of the freshest fish and finest seafood in the area, creating lasting memories and making the restaurant a true local institution; and

**WHEREAS,** Through the dedication and hard work of the Meisner family, including Fred's children, David and Nancy, Off Shore Pier has maintained its reputation for exceptional quality, friendly service, and a commitment to treating customers like family; and

**WHEREAS,** For five decades, Off Shore Pier has exemplified the very best of locally owned, family-operated businesses, contributing to the economic vitality and unique character of East Greenbush and Rensselaer County while earning the loyalty and affection of generations of customers; and

**WHEREAS,** The year 2026 marks the 50th anniversary of Off Shore Pier, a remarkable milestone reflecting the Meisner family's entrepreneurial spirit, dedication, and enduring commitment to their community; now, therefore, be it

**RESOLVED,** That the Rensselaer County Legislature hereby proudly congratulates and commends the Meisner family and Off Shore Pier on the occasion of its 50th anniversary, recognizing five decades of outstanding food, exceptional service, family tradition, and meaningful contributions to Rensselaer County; and, be it further

**RESOLVED,** That a suitably engrossed copy of this resolution be presented to the Meisner family as an expression of the Legislature's appreciation and best wishes for continued success for generations to come.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Rules & Legislative Operations **Committee** **Date** November 10, 2026

**Resolution No. P/39**

**RESOLUTION RECOGNIZING DECEMBER AS BUY LOCAL MONTH IN RENSSELAER COUNTY**

**WHEREAS,** The Rensselaer County Legislature recognizes the value of local businesses and their contribution to the betterment of our community; and

**WHEREAS,** Locally owned businesses reduce the environmental impact by making more local purchases, requiring less transportation and set up shop in town or city centers which means less congestion, habitat loss and pollution; and

**WHEREAS,** Local businesses donate more per sales dollar to local non-profits, events, and teams compared to national chains and corporations; and

**WHEREAS,** Local businesses are owned by friends and neighbors throughout Rensselaer County who live in the community, which makes them less likely to leave and more invested in the community's future; and

**WHEREAS,** Small local businesses are the largest employer nationally and provide better service that exceeds the expectations of the constituents of Rensselaer County; and

**WHEREAS,** Local businesses create a stronger tax base and better use of public services compared to nationally owned stores; and

**WHEREAS,** Entrepreneurship fuels America's economic innovation and prosperity, and serves as a key means for families to move out of low-wage jobs and into the middle class; now, therefore, be it

**RESOLVED,** The Rensselaer County Legislature does hereby recognize December as Buy Local Month in Rensselaer County.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 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** November 10, 2026

**Resolution No.** P/40

**RESOLUTION CALLING UPON THE NEW YORK STATE DEPARTMENT OF HEALTH AND DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO CONDUCT AIR, SOIL, AND LEACHATE TESTING IN AND AROUND THE DUNN LANDFILL**

**WHEREAS,** The Dunn Landfill, located in the City of Rensselaer and adjacent to the Town of East Greenbush, has been the subject of longstanding public health, environmental, and quality-of-life concerns among residents of surrounding communities; and

**WHEREAS,** The Rensselaer County Legislature has a longstanding history of opposing the negative impacts associated with the Dunn Landfill, including formally opposing its permitting and calling upon the New York State Department of Environmental Conservation (DEC), other regulatory agencies, and elected and appointed officials to support additional environmental testing, increased oversight, and greater accountability; and

**WHEREAS,** Residents of the City of Rensselaer, Town of East Greenbush, and the students in the Rensselaer School District continue to experience dust and odor concerns associated with landfill operations, raising questions about potential contaminants affecting surrounding air, soil, and water resources; and

**WHEREAS,** Despite repeated requests for comprehensive environmental testing, concerns remain regarding potential health and environmental impacts, and the Town of East Greenbush has formally requested that DEC and the New York State Department of Health (DOH) conduct additional testing and publicly release the findings; and

**WHEREAS,** The Rensselaer County Legislature believes residents have a fundamental right to know whether landfill operations pose a threat to their health, safety, and environment, and that comprehensive, independent testing is necessary to address these concerns; now, therefore, be it

**RESOLVED,** That the Rensselaer County Legislature hereby reaffirms its longstanding opposition to the adverse environmental and quality-of-life impacts associated with the Dunn Landfill and formally calls upon DEC and DOH to immediately conduct comprehensive air, soil, and leachate testing at and around the facility, including nearby residential neighborhoods; and, be it further

**RESOLVED,** That all testing results and findings be promptly made available to the public and affected municipalities, and that appropriate corrective action be taken should environmental or public health hazards be identified; and, be it further

**RESOLVED,** That the Legislature urges the Governor, State legislators, and appropriate elected and appointed officials to support these efforts and ensure that the concerns of Rensselaer County residents are addressed; and, be it further

**RESOLVED,** That the Clerk of the Rensselaer County Legislature is hereby directed to transmit certified copies of this resolution to the Governor Kathy Hochul, Commissioner of the Department of Environmental Conservation Amanda Lefton, the Commissioner of the Department of Health James McDonald, the Mayor of the City of Rensselaer John De Francesco, Supervisor of East Greenbush Jack Conway, New York State Senator Jake Ashby, New York State Assembly members Scott Bendett and John McDonald, and anyone else deemed necessary.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Rules & Legislative Operations **Committee** **Date** November 10, 2026

**Resolution No.** P/41

**RESOLUTION OPPOSING THE CITY OF ALBANY'S PROPOSAL TO IMPOSE AN EARNINGS TAX ON NONRESIDENT WORKERS**

**WHEREAS,** The Albany Common Council has adopted Resolution 113.102.26R, requesting authorization from the New York State Legislature to impose an earnings tax upon individuals who work within the City of Albany but reside outside its municipal boundaries; and

**WHEREAS,** This proposed commuter tax would impose an additional financial burden upon thousands of hardworking Rensselaer County residents who commute to Albany for employment in government, health care, education, private businesses, and other essential industries; and

**WHEREAS,** Rensselaer County residents already contribute significantly to Albany's economy through their employment, consumer spending, and support of local businesses, while also paying federal, state, and local taxes; and

**WHEREAS,** Even a modest commuter tax could cost individual workers hundreds of dollars annually and collectively divert millions of dollars from Rensselaer County households and the local economy; and

**WHEREAS,** The current proposal establishes neither a maximum permissible rate, or who exactly will be impacted, thus creating uncertainty regarding the potential financial burden upon nonresident workers; and

**WHEREAS,** Imposing such a tax raises serious concerns regarding taxation without direct representation, as affected Rensselaer County residents would have no direct electoral voice in Albany's municipal government or its decisions regarding the expenditure of these revenues; and

**WHEREAS,** The City of Albany's financial challenges should be addressed through responsible fiscal management, economic development, and appropriate State assistance rather than shifting additional tax burdens onto residents of neighboring communities; and

**WHEREAS,** The economic prosperity of the Capital Region depends upon regional cooperation and the free movement of workers and commerce, rather than policies that financially penalize individuals for working outside their communities of residence; now, therefore, be it

**RESOLVED**, That the Rensselaer County Legislature hereby expresses its strong opposition to Albany Common Council Resolution 113.102.26R and any proposal to impose an earnings tax upon nonresident workers employed within the City of Albany; and, be it further

**RESOLVED**, That this Legislative Body urges the New York State Senate and Assembly to reject any legislation authorizing such a tax and calls upon Governor Kathy Hochul to oppose any measure imposing this additional financial burden upon Rensselaer County residents; and, be it further

**RESOLVED**, That the Rensselaer County Legislature urges City of Albany officials to pursue responsible fiscal solutions that encourage regional economic growth and cooperation rather than additional taxation of residents of neighboring communities; and, be it further

**RESOLVED**, That the Clerk of the Legislature shall forward copies of this resolution to Governor Kathy Hochul, the leadership of the New York State Senate and Assembly, Senator Jake Ashby, Assembly member John McDonald, Assembly member Scott Bendett, the Mayor of Albany Dorcey Applyrs, and the members of the Albany Common Council.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**

# RENSSELAER COUNTY LEGISLATURE

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

**Sent To:** Rules & Legislative Operations **Committee** **Date** November 10, 2026

**Resolution No.** P/42

**RESOLUTION IN MEMORIAM OF THOMAS E. SANFORD**

**WHEREAS,** It is with profound sadness and deep respect that this Legislative Body pauses in its deliberations to mourn the passing of Thomas E. Sanford, a lifelong resident of East Nassau, dedicated public servant, and proud veteran, who passed away on Saturday, October 10, 2026, at the Albany Stratton VA Medical Center; and

**WHEREAS,** Born in Troy, New York, to the late Herbert W. and Jeanne (Gardner) Sanford, Thomas grew up on his family's dairy farm, where he cultivated a lifelong love for the land and the outdoors, creating cherished memories that spanned generations; and

**WHEREAS,** Thomas took immense pride in seeing his family's historic farm transition into the successful S&S Farm Brewery, finding great satisfaction and joy in knowing the property continues to serve as a gathering place that creates lasting memories for new generations; and

**WHEREAS,** A true champion of environmental stewardship, Thomas dedicated more than 50 years of exemplary service to the Rensselaer County Soil and Water Conservation District, serving with distinction as District Manager until his well-deserved retirement in 2021; and

**WHEREAS,** Throughout his distinguished career, Thomas demonstrated an unwavering commitment to the preservation of natural resources, famously overseeing the District's annual tree sales and distributing countless trees that now flourish throughout the region as a living, lasting testament to his life's work; and

**WHEREAS,** An outdoorsman at heart, Thomas found peace and solitude in the woods, took pleasure in cutting firewood, firearms, and reloading ammunition, and was an avid reader with a deep appreciation for tales of sea captains and the American West; and

**WHEREAS,** Thomas generously extended his expertise beyond his professional life, volunteering with Trout Unlimited on vital stream restoration projects to protect and preserve local waterways and natural aquatic habitats; and

**WHEREAS**, A devoted family man, Thomas is survived by his loving wife, Leslie (Gubitz) Sanford; his children, Katherine A. (Edward) Reilly, John T. (Jeannette) Sanford, and Anne E. (Benjamin) Douty; his seven cherished grandchildren, Brendan, Emma, Ruby, Chet, Arlo, Joel, and Kayce; his siblings, Paul, Richard, Kenneth, Shirley, and Phyllis; and a large circle of extended family, friends, and colleagues; now, therefore, be it

**RESOLVED**, That the Rensselaer County Legislature honors the memory of Thomas E. Sanford and extends its deepest condolences to his family and friends; and, be it further

**RESOLVED**, That the Clerk of the Legislature is hereby directed to transmit a copy of this resolution suitably engrossed, to the family of Thomas E. Sanford.

**Resolution ADOPTED by the following vote:**
**Ayes:**
**Nays:**
**Abstain:**
**November 10, 2026**