

Contracts & Agreements Index

Tuesday, October 6, 2026

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

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

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

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

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 13, 2026

Resolution No. G/1

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

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

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

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

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

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

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

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

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

TITLE:

RESOLUTION AUTHORIZING TO EXTEND A CONTRACT FOR REHABILITATION SERVICES

REQUESTED BY: VAN RENSSELAER MANOR

SPONSOR(S): _____

FISCAL IMPACT

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

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

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

Signature (Department Head):



RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services Committee Date September 10, 2024

Resolution No. G/357/24

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

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

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

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

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

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

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

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>CONTRACT AMOUNT</u>
Rehabilitation Services 10/01/2024 - 09/30/2025)	Comprehensive Skilled Care Solutions LLC (CS²) 225 Crossways Park Dr. Woodbury, NY 11797	EH.07330.29	\$1,800,000.00

; now, therefore, be it

Resolution No. G/357/24

Page No. 2 of 2

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

Resolution ADOPTED by the following vote:

Ayes: 18

Nays: 0

Abstain: 0

September 10, 2024

Clerk of the Legislature

Sent to County Executive

9/11/24

Received from County Executive

9/17/24

Jessica L. Chavis
Clerk of the Legislature



Executive Action

Approved ✓

Date

9/16/24

Disapproved _____

Veto Message Attached and Returned to Clerk

[Signature]
County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 14, 2025

Resolution No. G/379/25

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

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

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

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

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

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

; now, therefore, be it

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

Resolution **ADOPTED** by the following vote:

Ayes: 19
Nays: 0
Abstain: 0
October 14, 2025

Clerk of the Legislature

Sent to County Executive 10/15/25

Received from County Executive 10/16/25

Jessica L. Chase
Clerk of the Legislature



Executive Action

Approved ✓

Date 10/15/25

Disapproved _____

Veto Message Attached and Returned to Clerk

F. McCall
County Executive

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

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

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

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

NOW THEREFORE, County and Vendor agree as follows:

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

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

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

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

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

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

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

Minimum Licensing, Training, and Continuing Education Requirements

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

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

(Occupational Therapist)

Minimum Licensing: Licensed and registered OT

Minimum Training: No additional training required

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

PT (Physical Therapist)

Minimum Licensing: Licensed and registered PT

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

PTA (Physical Therapy Assistant)

Minimum Licensing: Licensed and registered PTA

Minimum Training: No additional training required

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

SLP (Speech Language Pathologist)

Minimum Licensing: Licensed and registered SLP

Minimum Training: No additional training required

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

Rehabilitation Director

Minimum Licensing: Licensed and registered PT, OT or SLP

Minimum Training: No additional training required

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

Respiratory Therapist

Minimum Licensing: Licensed and registered Respiratory Therapist

Minimum Training: No additional training required

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

Schedule 3

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

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

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

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/2

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

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

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

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

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

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

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

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

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

GENERAL FUND REVENUE

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

GENERAL FUND APPROPRIATIONS

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

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

Requested by: HEALTH DEPARTMENT

Sponsor(s): _____

FISCAL IMPACT

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

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

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

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

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

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

e) Other (please explain) \$ _____

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

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

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

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

Department Head

Leonard F. Claus Jr.



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, MD, MPH
Commissioner

JOHANNE E. MORNE, MS
Executive Deputy Commissioner

August 14, 2026

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

Dear Mr. Claus,

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

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

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

Sincerely,

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

Rachel Cates
Health Program Administrator
Center for Environmental Health

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

PROJECT NAME: _____

CONTRACTOR SFS PAYEE NAME: Rensselaer County Health Department

CONTRACT NUMBER: C-370009GG

CONTRACT PERIOD: From: 10/1/2026

To: 9/30/2027

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

\$439,500

Grant
Total

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

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

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

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT
PERSONAL SERVICES
PROGRAM: CLPPP

Contractor:

Contract Period: April 2019 – March 2020

Contract Number:

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

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

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

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

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

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

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

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

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

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

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

(please provide your initials as certification)

Please provide descriptions of promotional, educational or outreach items below

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/3

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

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

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

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

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

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

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

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

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

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

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

GENERAL FUND REVENUE

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

GENERAL FUND APPROPRIATIONS

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

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

Requested by: HEALTH DEPARTMENT

Sponsor(s): _____

FISCAL IMPACT

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

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

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

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

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

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

e) Other (please explain) \$ _____

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

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

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

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

Department Head

Leonard F. Claus Jr



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

July 6, 2026

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

Re: State Septic System Replacement Fund Round 5
Award Letter

Dear County Executive McLaughlin:

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

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

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

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

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

Sincerely,

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

Maureen A. Coleman
President & CEO

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

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

ACKNOWLEDGMENT BY THE AWARDEE:

Rensselaer County
\$150,000

Program Contact:

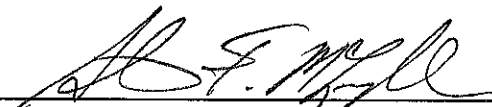
Please update with new information, as needed, on the lines below. If there are no updates, EFC will continue to use the information for the person named here.

Name: Richard Elder

Email: relder@rensco.com

Phone: 518-270-2632

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


(Signature of Authorized Representative)

STEVEN F. M'LAUGHLIN
(Print Name)

COUNTY EXECUTIVE
(Title)

7/7/26
(Date)

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

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

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

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

ANGELA PETRONE

Program Compliance Specialist II
Green Infrastructure and Resiliency Programs

Environmental Facilities Corporation

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

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

From: dec.sm.nysepticreplace <nysepticreplace@dec.ny.gov>

Sent: Friday, August 21, 2026 3:42 PM

To: Petrone, Angela (EFC) <Angela.Petrone@efc.ny.gov>; Hahn, Brian (EFC) <Brian.Hahn@efc.ny.gov>; Branigan, William M (DEC) <william.branigan@dec.ny.gov>; Martinez, Kristin X (DEC) <Kristin.Martinez@dec.ny.gov>

Subject: FW: Question

From: VanEpps, Tina <TVanEpps@renscony.gov>

Sent: Friday, August 21, 2026 6:57:10 PM (UTC+00:00) Monrovia, Reykjavik

To: dec.sm.nysepticreplace <nysepticreplace@dec.ny.gov>

Subject: Question

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

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

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

round 5 will go through?

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

Thank you

Tina

Tina Van Epps

Sr. Fiscal Coordinator

Rensselaer County Health Department

1600 7th Ave, 5th Floor

Troy, NY 12180

(518) 270-2661 Phone

(518) 270-2638 Fax

tvanepps@renscony.gov (effective 9/25)

tvanepps@rensco.com



State Septic System Replacement Fund Program Summary

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

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

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

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

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

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

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



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

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

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

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

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

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/5

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

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

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

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

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

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

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

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

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

; now, therefore, be it

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

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

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

Requested by: Department of Health

Sponsor(s): _____

FISCAL IMPACT

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

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

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

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

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

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

e) Other (please explain) \$ _____

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

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

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

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

Department Head

Leonard F. Claus Jr.

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

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

WITNESSETH:

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

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

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

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

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

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

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

NOW, THEREFORE, the Parties hereby agree as follows:

1. SCOPE OF SERVICES

1.1 Cooperative Extension agrees to:

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

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

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

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

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

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

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

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

2. TERM OF CONTRACT

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

3. PAYMENT FOR SERVICES

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

4. AMENDMENTS

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

5. CERTIFICATES OF INSURANCE

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

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

6. INDEMNIFICATION

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

7. VENUE

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

8. EXECUTORY NATURE OF CONTRACT

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

9. CORPORATE COMPLIANCE

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

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

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

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

10. TERMINATION

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

11. FORCE MAJEURE

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

12. NON-DISCRIMINATION

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

13. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

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

14. DISCLOSURE

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

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

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

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

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

15. ENTIRE AGREEMENT

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

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

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

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

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

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

Each training will consist of:

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

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

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

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/6

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

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

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

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

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

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

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

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

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

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

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

2026 GENERAL FUND REVENUE

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

2026 GENERAL FUND APPROPRIATIONS

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

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

Requested by: District Attorney

Sponsor(s): _____

FISCAL IMPACT

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

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

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

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

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

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

e) Other (please explain) \$ _____

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

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

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

Department Head

Mary Pat Donnelly



Office of Victim Services

KATHY HOCHUL
Governor

BEA HANSON, PHD
Director

Mary Pat Donnelly

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

July 9, 2026

Dear Mary Pat Donnelly,

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

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

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

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

Also, please note:

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

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



**Office of
Victim Services**

KATHY HOCHUL
Governor

BEA HANSON, PHD
Director

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

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

Sincerely,

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

Bea Hanson, PhD., Director

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/7

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

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

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

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

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

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

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

2026 GENERAL FUND REVENUE

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

2026 GENERAL FUND APPROPRIATIONS

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

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

Requested by: Mary Pat Donnelly

Sponsor(s): _____

FISCAL IMPACT

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

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

Mary Pat Donnelly
Department Head



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

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



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

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

CC:

Matthew Charton, Deputy Commissioner and Director, OPCA

Attachment (1): CRTF Plan and Guidance document

Attachment (2): Requirements and Reminders

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

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

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/9

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

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

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

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

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

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

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

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

GENERAL FUND REVENUE

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

GENERAL FUND APPROPRIATIONS

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

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

Requested by: Sheriff's Office

Sponsor(s): _____

FISCAL IMPACT

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

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

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

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

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

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

e) Other (please explain) \$ _____

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

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

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

Department Head

Kyle Bourgault



**Department of
Motor Vehicles**

KATHY HOCHUL
Governor

CHRISTIAN JACKSTADT
Acting Commissioner

RENÉE BORDEN
Director

September 3, 2026

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

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

Dear Lieutenant Mark Collins:

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

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

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

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

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

Sincerely,

Renée Borden
Director

RB:bp
Enclosure
cc: Thomas Santandera

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

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

**ATTACHMENT B
BUDGET**

Budget Type: B-1 Expenditure Based Budget

Contract Periods

Contract Type: **Fixed Term Agreement**

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

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

Contract Period Information Details

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

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

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

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

Contract Period Information

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

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

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

CONTRACTOR NAME: RENSSELAER COUNTY OF

CONTRACT PERIOD NUMBER: 1

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

Personal Services:

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

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

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

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

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

Other Than Personal Services

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

Item	Justification	Item Cost

Total Other Than Personal Services: \$0.00

Total Funding: \$11,780.00

**ATTACHMENT C
WORK PLAN
SUMMARY**

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

CONTRACTOR NAME: RENSSELAER COUNTY OF

CONTRACT PERIOD NUMBER: 1

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

General:

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

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

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

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

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

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

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

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

Regular PTS Enforcement:

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

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/10

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

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

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

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

; and

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

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

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

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

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

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

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

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

Sponsor(s): _____

FISCAL IMPACT

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

Department Head

JAMES R. GORDON, DIRECTOR



STEVEN F. McLAUGHLIN
COUNTY EXECUTIVE

RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

JAMES R. GORDON
DIRECTOR

NOTICE TO BIDDERS

The County of Rensselaer invites bid proposals for the following:

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

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

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

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

GENERAL BIDDING INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Worker's Compensation:

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

Disability Coverage:

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

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

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

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

**County of Rensselaer
Insurance Requirements**

INDEPENDENT CONTRACTORS REQUIRED COVERAGE:

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

A. Workmen's Compensation

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

B. New York State Disability Benefits Statutory

C. Commercial General Liability including products/completed operations:

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Liability
\$1,000,000	Each Occurrence
\$ 500,000	Fire Damage (any one fire)
\$ 10,000	Medical Expense (any one person)

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

D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:

\$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

E. Owner's and Contractors Protective Policy:

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

I) Certificate Holder: County of Rensselaer
Attn: Rensselaer County Attorney
Ned Pattison Rensselaer County
Government Center
99 Troy Road, 4th Floor
East Greenbush, New York 12061

II) Limit of Liability
\$1,000,000 Each Occurrence / General Aggregate

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

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

F. Umbrella Liability

Limit of Liability (minimum limits)

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

G. Other Requirements

The Insurance Certificate shall contain the following:

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

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

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

*With regard to Aggregate

ADDITIONAL BIDDING REQUIREMENTS

Dishwashing Detergents

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

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

SURETY: No bid surety is required.

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

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

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

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

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

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

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

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

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

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

ADDITIONAL BIDDING REQUIREMENTS (Cont'd)

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

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

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

Van Rensselaer Manor
85 Bloomingrove Drive
Troy, New York 12180

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

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

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

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

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

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

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

Van Rensselaer Manor
85 Bloomingrove Drive
Troy, New York 12180

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

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

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

ADDITIONAL BIDDING REQUIREMENTS (Cont'd)

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

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

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

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

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

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

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

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

ADDITIONAL BIDDING REQUIREMENTS (Cont'd)

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

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

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

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

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

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

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

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

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

SPECIFICATIONS

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

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

OFFICIAL BID FORM DISHWASHING DETERGENTS

RENSSELAER COUNTY:

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

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

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

OFFICIAL BID FORM DISHWASHING DETERGENTS

RENSSELAER COUNTY:

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

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

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

Bidder _____ Phone _____ Fax _____

Address _____ City _____ State _____ Zip _____

Authorized Signature _____ Print Name _____

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

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

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

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

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

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

STATE OF NEW YORK

COUNTY OF RENSSELAER

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

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

(Name of Vendor/Company)

(Person authorized to sign & Title)

(Street or Box Number)

(City, State, Zip Code)

(Authorized Signature)

____/____/____
(Date)

SUBMIT THIS FORM WITH YOUR BID

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

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

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

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

SIGNED: _____ DATED: _____

TITLE: _____ FIRM: _____

SUBMIT THIS FORM WITH YOUR BID

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

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

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

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



JAMES R. GORDON
DIRECTOR

'26SEP10 10:00AM

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

TIME: 10:00 a.m.

RENSSELAER COUNTY GOVERNMENT CENTER
99 TROY ROAD, EAST GREENBUSH, NEW YORK 12061

OFFICIAL BID FORM DISHWASHING DETERGENTS

RENSSELAER COUNTY:

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

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

AGGREGATE NET TOTAL = \$ 117,154.08

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

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

OFFICIAL BID FORM DISHWASHING DETERGENTS

RENSSELAER COUNTY:

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

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

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

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

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

Authorized Signature  Print Name Joe Tozzi

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

LOCAL LAW #2, 1992
CERTIFICATION of COMPLIANCE

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

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

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

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STATE OF NEW YORK

COUNTY OF RENSSELAER

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

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

Hill & Markes, LLC dba Imperial Brady

(Name of Vendor/Company)

Joe Tozzi, Sales Manager

(Person authorized to sign & Title)

1997 State Highway 5S

(Street or Box Number)

Amsterdam, NY 12010

(City, State, Zip Code)



(Authorized Signature)

8/26/26
(Date)

SUBMIT THIS FORM WITH YOUR BID

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

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

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

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

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

NON-COLLUSIVE BIDDING CERTIFICATION

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

SIGNED: _____

DATED: _____

TITLE: _____

Sales Manager

FIRM: _____

Hill & Markes, LLC dba Imperial Brady

SUBMIT THIS FORM WITH YOUR BID

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Loveridge, Weaver

Sent To: Social Services

Committee

Date October 13, 2026

Resolution No. G/13

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ALLOCATION FROM NEW YORK STATE
OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE AND AMENDING THE 2026
RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF SOCIAL SERVICES**

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

WHEREAS, The New York State Office of Temporary and Disability Assistance ("OTDA") established an initiative, The Family-Centered Case Management Services ("FCCMS"), for districts to hire additional staff to support the needs of families whose circumstances require a more intensive level of case management to stabilize their households and transition toward greater financial security; and

WHEREAS, The target population includes households with complex needs such as mental health conditions, developmental disabilities, substance use disorders, homelessness and/or those experiencing domestic violence; and

WHEREAS, Resolution G/465/25 authorized the acceptance of the Rensselaer County Department of Social Services ("Department") first FCCMS allocation; and

WHEREAS, An additional \$17.2 million was appropriated in the 2026-2027 New York State Budget for Local Social Services Districts to hire staff or retain those hired in the previous program year; and

WHEREAS, The Department received approval from OTDA and is eligible to receive \$329,345.81 for the program year beginning July 1, 2026 through June 30, 2027; now, therefore, be it

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

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

GENERAL FUND REVENUES

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Social Services Administration-SA			
A.6010.46101.FCCMS	\$ 320,544.00	\$ <u>329,345.00</u>	\$ 649,889.00

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Department of Social Services Administration-SA			
<u>Equipment</u>			
A.6010.02400 Other Equipment	\$ 71,962.00	\$ 2,439.00	\$ 74,401.00
Total Equipment...	\$ 71,962.00	\$ 2,439.00	\$ 74,401.00
<u>Contractual</u>			
A.6010.04010 Travel	\$ 147,352.00	\$ 13,311.00	\$ 160,663.00
A.6010.04500 Special Dept Supplies	\$ 13,440.00	\$ 3,000.00	\$ 16,440.00
A.6010.04749 Transportation Client	\$ <u>108,288.00</u>	\$ <u>6,825.00</u>	\$ <u>115,113.00</u>
Total Contractual...	\$ 269,080.00	\$ 23,136.00	\$ 292,216.00

Department of Social Services - General Services

Personnel Services

A.6012.01007			
Caseworker	\$ 2,026,925.00	\$ 139,305.00	\$ 2,166,230.00
Senior Caseworker	\$ <u>285,822.00</u>	\$ <u>76,991.00</u>	\$ <u>362,813.00</u>
	\$ 2,312,747.00	\$ 216,296.00	\$ 2,529,043.00

Fringe

A.6012.08001 State Retirement	\$ 840,471.00	\$ 30,000.00	\$ 870,471.00
A.6012.08002 Vision	\$ 4,528.00	\$ 250.00	\$ 4,778.00
A.6012.08003 Social Security	\$ 511,681.00	\$ 16,550.00	\$ 528,231.00
A.6012.08004 Workers Comp	\$ 11,131.00	\$ 350.00	\$ 11,481.00
A.6012.08005 Unemployment Insuranc	\$ 7,283.00	\$ 225.00	\$ 7,508.00
A.6012.08006 Medical Insurance	\$ 1,240,440.00	\$ 39,599.00	\$ 1,280,039.00
A.6012.08007 Dental	\$ <u>17,425.00</u>	\$ <u>500.00</u>	\$ <u>17,925.00</u>
	\$ 2,632,959.00	\$ 87,474.00	\$ 2,720,433.00

\$ 329,345.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature

Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive



LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: RESOLUTION ACCEPTING AN ALLOCATION FROM NEW YORK STATE OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE AND AMENDING THE 2026 ADOPTED RENNELLAER CC

Requested by: Department of Social Services

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 329,345 current year
\$ similar ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): federal funding
 - a) For federal funding: amount \$ 329,345 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____
 - d) Tax levy impact for current year \$ 0 and ongoing \$ _____
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes _____ No X
- 4) Length of expense or project (one time only, ongoing, etc.): anticipated to be ongoing
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: _____
The Department is experiencing a dramatic increase in the homeless population. Many singles and families present with obstacles that prevent them from achieving permanent housing. This initiative is helping to tackle the problem at the cause of the homelessness rather than simply finding temporary housing which is supposed to be short term but often times is not. Long term goal is to minimize the much higher cost of temporary housing for less expensive permanent housing.

Department Head

Michael P. McMahon



Office of Temporary and Disability Assistance

KATHY HOCHUL
Governor

BARBARA C. GUINN
Commissioner

RAJNI CHAWLA
Executive Deputy Commissioner

August 17, 2026

Michael McMahon
Commissioner
Rensselaer County Department of Social Services
127 Bloomingrove Drive
Troy, NY 12180

Dear Commissioner McMahon:

I am pleased to inform you that Rensselaer County's Family-Centered Case Management Services (FCCMS) program plan has been approved effective August 17, 2026. Rensselaer County will receive \$329,345.81 for the period beginning July 1, 2026, through June 30, 2027.

The terms of the plan are approved with the understanding that amendments to the plan may be granted only with approval from the Office of Temporary and Disability Assistance (OTDA). A copy of the approved plan is enclosed with this letter.

If you have any questions or need additional information regarding the FCCMS initiative, please contact Kyle Miller at Kyle.Miller2@otda.ny.gov or (518) 473-1457.

Sincerely,

A handwritten signature in black ink that reads "Paula M. Cook".

Paula Cook
Deputy Commissioner
Employment and Income Support Programs

Enclosures

cc: Lisa Kelleher
Stephanie Boshart
Tara Wood
Stacey Nodelman
Melissa Alexander
Teah Cerina
Kyle Miller
Scott Ladd
Michael Kendall



Local Commissioners Memorandum

Section 1

Transmittal:	26-LCM-12
To:	Social Services District Commissioners
Issuing Division/Office:	Employment and Income Support Programs
Date:	June 24, 2026
Subject:	Allocations for SFY 2026-2027 Family-Centered Case Management Services
Contact Person(s):	Kyle Miller (Employment and Advancement Services): Kyle.Miller2@otda.ny.gov or (518) 473-1457
Attachments:	Attachment A – 2026-2027 FCCMS Allocations by District Attachment B – 2026-2027 FCCMS Program Plan Template Attachment C – 2026-2027 FCCMS Budget Outline Template

Section 2

I. Purpose

The New York State Fiscal Year 2026-2027 Budget appropriates \$17.2 million in Temporary Assistance for Needy Families (TANF) funds for social services districts (districts) to hire Family-Centered Case Management Services (FCCMS) staff or retain those hired during the previous FCCMS program year. The purpose of this Local Commissioners Memorandum (LCM) is to notify districts of their allocations, to provide guidance for use of this funding, and to request that each district submit an updated or new plan for administration of their FCCMS program to the Office of Temporary and Disability Assistance (OTDA) by no later than **Friday, August 7, 2026**. Each district is expected to ensure its use of these resources adheres to the guidelines established in this LCM, as expenditures deviating from these guidelines will not be reimbursed.

II. Background

FCCMS was established in 2024 for districts to hire additional staff to support the needs of families whose circumstances require a more intensive level of case management to stabilize their households and transition toward greater financial security. The target population includes households with complex needs such as mental and physical health conditions, developmental disabilities, substance use disorders, homelessness and/or those experiencing domestic violence.

III. Program Implications

District Allocations

A total of \$17.2 million has been made available in the enacted State Fiscal Year (SFY) 2026-27 budget to support FCCMS. This amount reflects the same level of funding as each of the past two State Fiscal Years. While funding is subject to legislative enactment each year, continuing support for FCCMS is expected.

The program year 2026-27 FCCMS allocations are listed per district in Attachment A. The funding allocation levels for each district were calculated based on caseload size and remain consistent with the amounts from prior program years, to ensure that districts may retain the same operations and staffing levels approved in their previous Program Plans. While the 2026-27 FCCMS budget provides the same base allocations for each district as the 2025-26 program year, OTDA understands that some districts who have fully claimed their allocations may need additional funding to support increased staff costs. Districts who are on track to claim their entire allocation for the 2025-26 program year and anticipate the need for additional funding for increased costs for current staff in the 2026-27 program year should submit a written request and justification along with their completed plan and budget no later than August 7, 2026. OTDA will consider and attempt to accommodate these requests if program funding is available.

Alternately, if a district is certain that they will not be submitting a plan proposal to utilize their FCCMS funding for 2026-27, they must send OTDA a written statement formally declining their allocation for the program by August 7, 2026.

Program Plans

To access the FCCMS funding for the 2026-27 program year, districts must submit a Program Plan (Attachment B) that provides an overview of their proposal for administering their FCCMS program, and a Budget Outline (Attachment C) breaking down how their allocation will be utilized, including estimates of any allocated overhead costs. This includes districts who have established an ongoing FCCMS program from previous program years. These districts are encouraged to review their previously approved plan and budget with consideration towards how their program needs might have changed or evolved. Districts have discretion to keep their FCCMS program design the same in the 2026-27 program year or to change any aspect of the plan as they see fit, if it still follows program guidelines and does not exceed the district's allocation amount plus any approved request for a staffing cost adjustment. For instance, districts who previously budgeted for costs more closely associated with implementation efforts could adjust their 2026-27 budgets to use more funds for programmatic expenses.

Districts are also permitted to claim as non-administrative expenses some non-recurring purchases for items and services provided directly to FCCMS participating families to meet emergency needs or help them attain housing or financial stability. Examples of these purchases include, but are not limited to, personal care items, toiletries and cleaning supplies; covering fees such as for housing applications, credit reports and to obtain identification; bus passes, cab fare and rideshares to attend FCCMS appointments; clothing for interviews; haircuts and head lice treatment; bedding and some furniture items; and baby items and children's needs such as strollers, car seats and pack-and-plays and

sleep sacks. The combined cost of all purchases provided directly to clients must not exceed 3% of the district's total budget for FCCMS and funding cannot be used for regular recurring expenses. Districts should provide justification for these items in their Budget Outline like any other non-salary expense and explain how they support FCCMS operations in their Program Plan.

Consideration should be given as to how to best use FCCMS staff to link participating households to existing resources and avoid duplication of effort. The Program Plan should state the overarching objective the district intends to achieve with this funding, break down the estimated distribution of funds by number of staff the plan supports, indicate the credential level/specializations of these staff (actual or prospective), identify the programs and services the staff would be involved in providing, and describe the target population the district plans to serve through its FCCMS initiative. Districts must identify their non-salary costs in the Program Plan, which should align with those costs in the baseline budget.

Districts must collaborate with the county mental hygiene department's Director of Community Services (DCS) in developing their FCCMS operations. The Program Plan must include documentation that services will be coordinated with Single Point of Access (SPOA) and Children's Single Point of Access (CSPOA) and not duplicate these resources. Districts must also coordinate with any existing Children's System of Care infrastructure with the county DCS. A list of DCS contacts for every county mental hygiene department can be found at https://www.clmhd.org/contact_local_mental_hygiene_departments/.

FCCMS Program Plans, Budget Outlines, allocation increase requests and district declinations must be submitted to Kyle Miller at Kyle.Miller2@otda.ny.gov no later than August 7, 2026. To expedite review, please consider highlighting changes from the prior year's plan.

Program Design

The FCCMS initiative provides funding intended to support credentialed or appropriately experienced staff in each district to provide a range of case management services for TANF-eligible families. Districts have flexibility in determining how their FCCMS staff would best be utilized to support local program and client population needs. Districts may have these staff support their general Family Assistance (FA) and/or Safety Net Assistance Maintenance of Effort (SNA-MOE) applicant and recipient populations (case types 11, 12, and those type 16 and 17 that are SNA-MOE [i.e., State charge code 63 or 64]). They could also choose to target the program toward a specific FA or TANF 200% eligible population for whom there is a marked need for additional resources, such as families experiencing homelessness. Activities recommended by OTDA for FCCMS staff include, but are not limited to:

- Providing assessments to determine whether individuals need specialized services to progress and potentially identifying unaddressed treatment, rehabilitation and support needs to guide employment planning;
- Assisting individuals with complex care needs in navigating State and federal benefits programs to ensure they receive all benefits to which they're entitled and do not fall out of program compliance;

- Connecting clients with behavioral health needs to SPOA and CSPOA. Where appropriate, helping clients through the process of applying for Supplemental Security Income(SSI) and/or Social Security Disability Insurance(SSDI) benefits and obtaining the necessary documentation;
- Working with district workers or local representatives in the New York State Office of Children and Family Services (OCFS) to help connect families to Preventive Services in situations where there is a risk of child welfare involvement. Preventive Services are supportive and rehabilitative services available to help families avoid the need for a child to be placed into foster care, or to reunite with children already in the foster system;
- Identifying client treatment, rehabilitation and support needs and linking them to the necessary providers while acting as liaison to ensure the treatment is appropriate and consistent with their goals for family stabilization and well-being. Monitoring individuals' ongoing progress and ensuring they receive supportive services to attend appointments when needed;
- When appropriate, providing direct support to assist individuals currently undergoing crisis situations, including crisis intervention and connection to local crisis services, same-day assistance navigating the process of applying to have immediate needs met, or peer navigation;
- Working with district workers to determine the types of activities and the number of hours to include in applicant/recipient employment plans and providing ongoing guidance in case decision-making and how to interact effectively with individuals;
- Training staff how to best identify and work with individuals and families with issues such as mental health, substance use, homelessness, and domestic violence. Coordinate with domestic violence liaisons and court advocates on appropriate case management for families impacted by domestic violence;
- Identifying and maintaining partnerships with other community-based treatment and supportive service providers to ensure a strong referral network is in place. Participating actively in any existing Children's System of Care infrastructure in collaboration with the local DCS. This is critical to ensuring that local funding and resources are coordinated and utilized for maximum benefit. It is important that staff hired through this initiative believe that recovery is possible and strive for seamless service provision and "warm handoffs" for the families served;
- Coaching households on locating and retaining housing, including building positive relationships with landlords and temporary housing providers; and
- Providing case management for unhoused families placed in hotels/motels where there is not a service provider present.

FA and SNA-MOE individuals and families determined to be in need of these services should be directed to the FCCMS staff through referrals by their initial case manager/district worker as outlined by the district's FCCMS Program Plan. Case managers/district workers should make the referrals whenever potentially complicated barrier issues are identified, or when a client/family is struggling to meet eligibility requirements, engage in their plan for

employability (for instance, if they are approaching program time limits or have a sanction or other non-compliance they don't appear to be attempting to resolve), or comply with the requirements of their Independent Living Plan (ILP) as required to remain in temporary housing.

Staff Recruitment

For districts whose 2026-27 Program Plans call for hiring new or additional FCCMS staff, OTDA strongly encourages contacting and partnering with local educational institutions that train Master's-level and other appropriately licensed clinical counselors. These institutions represent a strong recruitment source for case management staff positions, as well as potential partners for initiatives to expand the FCCMS program for the benefit of all parties, such as internships placing Master's program students with the districts. However, districts are not precluded from hiring staff who do not hold specific educational credentials if the individual(s) possess the appropriate work and/or lived experience as well as the knowledge, skills, and ability to do the job. For instance, some districts have hired a Peer Navigator/Advocate to work with their FCCMS families. Staff should be culturally competent and have training in trauma-informed practices.

Districts also have the option to staff and administer their FCCMS program through contracts with other agencies, service providers or local nonprofit organizations in lieu of hiring the staff in-house. This option has been helpful to smaller districts who experience administrative challenges going through the county-level hiring process, and several have successfully pivoted to launching an FCCMS program with a contractor after initially being unable to hire staff as county civil service employees.

Target Population/Eligibility

FA and/or SNA-MOE applicant and recipient populations (case types 11, 12, and those type 16 and 17 that are SNA-MOE), or a specific FA or TANF 200% eligible population for whom there is a marked need for additional resources are eligible to be served by the FCCMS staff supported through this funding. If a district chooses to utilize staff for FCCMS that are also assigned to programs other than FCCMS, their salaries must be cost-allocated appropriately. Consistent with TANF guidelines, OTDA has set a 15% spending limitation on administrative costs. It is expected that because the staff hired through this initiative are providing direct services, their salaries and most of the costs associated with the program will be considered non-administrative. However, OTDA acknowledges that some program expenses may fall under the definition of administrative costs. Non-administrative (program) costs and administrative costs are defined as follows:

- Non-administrative (program) costs are the direct salaries and fringe benefit costs of the staff providing direct services; providing program information to clients; developing employability plans, providing work activities and work subsidies for eligible program participants; providing post-employment services and work supports; and performing case management services. Non-salary costs of staff performing work activities that are considered programmatic are also allowable program costs. Non-salary costs may include, but not be limited to travel, training expenses, postage, utilities, rental costs, maintenance, supplies, and equipment. Contracts whose main purpose is to provide services defined as program costs as above are considered program as well.

- Administrative costs are the salaries, fringe benefits, and non-salary costs of staff performing activities related to eligibility determinations; preparing program plans, budgets, and schedules; monitoring programs and projects; performing procurement activities; providing public relations; performing accounting, legal, payroll and personnel activities; property management; and preparing reports and other documents.

Community of Practice and Reporting

In 2025, OTDA established a statewide Community of Practice intended for all districts' FCCMS staff and other stakeholders in the program. This Community hosts Quarterly discussion-driven meetings that are a space for the workers who are involved in day-to-day case management to share best practices, give updates on the progress of their district FCCMS initiatives, report what training/resources they might need from OTDA and other agencies, and discuss issues and case trends they encounter in their regions. To notify OTDA with the contact information to add any new staff to the Community of Practice, contact Kyle Miller at Kyle.Miller2@otda.ny.gov. All districts participating in FCCMS are strongly encouraged to have one or more designated staff represent them in the Community meetings.

Each district that operates an FCCMS program is also responsible for submitting an annual report to OTDA providing information on district progress in applying this funding towards their stated initiatives. This report contains information on the nature of the services provided by the staff hired under the program, the number of referrals made and households who received services and pertinent data on recipients' outcomes such as connections to services, sanctions resolved, housing located and retained, and entries to employment.

IV. Claiming

Districts must follow eligibility requirements for use of these funds as described in this LCM.

Expenditures for this project should be claimed through the RF17 special project claim package for the month(s) that the expenditures were made. These costs are first identified on the RF2A claim package as F17 functional costs and reported in the F17 column on the LDSS-923 "Cost Allocation Schedule of Payments Administrative Expenses Other Than Salaries" and the LDSS-2347 "Schedule D DSS Administrative Expenses Allocation and Distribution by Function and Program" (Schedule D). After finally accepting the RF2A claim package, the individual project costs are then reported under the project label FAM CEN 2026 on the RF17.

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the LDSS-4975A "RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs" while overhead costs are automatically brought over from the RF2A, Schedule D and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on this project must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on page 1 of the LDSS-923B "Summary - Administrative Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs."

Program costs should be reported as object of expense code 37 - Special Project Program Expense on page 2 of the LDSS-923B "Summary - Program Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs."

Total project costs should be reported on the LDSS-4975 "Monthly Statement of Special Project Claims Federal and State Aid (RF-17)" as 100% Federal Share and will be reimbursed up to the amount of each district's allocation.

To receive reimbursement, claims for expenditures of FAM CEN 2026 for the period July 1, 2026, through June 30, 2027, must be final accepted in the Automated Claiming System (ACS) by December 31, 2027.

Further instructions for completing time studies; the LDSS-923, LDSS-923B and Schedule D; and the RF17 claim package are found in Chapters 4, 7, and 18, respectively, of the Fiscal Reference Manual (FRM) Volume 3. The FRMs are available on-line at: <https://intranet.otda.ny.gov/bfdm/finance/>.

Claiming contacts:

Regions 1-5: Justin Gross: 518-474-7549 or otda.sm.field_ops.i-iv@otda.ny.gov

Region 6: Michael Simon: 212-961-8250 or michael.simon@otda.ny.gov

Issued By:

Name: Paula Cook

Title: Deputy Commissioner

Division/Office: Employment and Income Support Programs / Office of Temporary and Disability Assistance

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/23

RESOLUTION CLASSIFYING ACTION TO UNDERTAKE A CERTAIN PROJECT AS TYPE II ACTION NOT SUBJECT TO SEQR REVIEW – BUREAU OF CENTRAL SERVICES

WHEREAS, The County of Rensselaer (the "County") desires to undertake building, energy performance and related improvements at the Rensselaer County Sewer District # 1, Foot of Water Street, Troy, NY 12180 including facility improvements and replacement of building roofs (collectively the "Project"); and

WHEREAS, Pursuant to Article 8 of the Environmental Conservation Law, as amended, (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended, (the "Regulations"), the County desires to comply with the SEQR Act and the Regulations with respect to the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE COUNTY LEGISLATURE OF THE COUNTY OF RENSSELAER, NEW YORK AS FOLLOWS:

1. The Project and expenditures therefor constitute a "Type II Action" as defined in Regulation 6 NYCRR 617.5(c)(29) and no further action under the SEQR Act and the Regulations is required.
2. This Resolution shall take effect immediately.
3. The foregoing Resolution was thereupon declared duly adopted.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/24

**RESOLUTION AUTHORIZING AN AMENDMENT TO AN ENERGY PERFORMANCE AGREEMENT
WITH SIEMENS INDUSTRY, INC., FOR IMPROVEMENTS RELATED TO THE RENSSELAER
COUNTY WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS AND ROOF
REPLACEMENTS SIEMENS PUBLIC, INC. - RENSSELAER COUNTY SEWER DISTRICT NO. 1**

WHEREAS, Article 9 of the New York Energy Law (the "Act") authorizes municipalities and school districts to enter into contracts for the provision of energy services, including but not limited to, electricity, heating, ventilation, cooling, steam or hot water, in which a person agrees to install, maintain, or manage energy systems or equipment to improve the energy efficiency of, or produce energy in connection with, a building or facility in exchange for a portion of the energy savings or revenues; and

WHEREAS, Rensselaer County ("County") issued a Request for Proposals (RFP-13-37) for a performance-based energy savings and operations plan for various county facilities; and

WHEREAS, Based on the evaluation of the proposals, Siemens Industry, Inc. ("Siemens Industry") was selected to develop and implement a performance-based energy savings and operations plan; and

WHEREAS, Siemens Industry has identified and provided the County with a plan to facility improvement measures which sets forth certain energy performance and related facility improvement measures for the County Wastewater Treatment Plant, Digester Structural Roof Replacement: Remove digester 1 from service. Remove sludge from the tank and clean thoroughly to create an environment safe for entry by contractors. Remove digester gas piping, hatches and the pre-cast plank roof system. Interior piping remains as is. All existed deck penetrations will be re-installed. Modify the tops of the concrete tank walls to accept a cast-in -place concrete roof with a joint intended to cut off methane leakage. Construct a new cast-in-place concrete roof with integral beams for support and penetrations for piping and hatches. Coat the underside of the concrete roof with an appropriate product for the environment and patch existing coatings on the walls if possible, or remove and replace, if necessary, based on the coating system manufacturer' s recommendations. Install new 4" stainless steel gas piping & insulation/covering with new isolation valves in each line Remove and re-install vent trees and replace existing valves at the base with new DeZurik valves. Replace same valve at vent tree of digester #4. Remove and do not replace 3 foaming tanks. Remove and re-install thermal dispersion flowmeters Once pressure test passes, refill

tank with sludge and place it into service. Repeat the above steps for digesters 2 & 3 separately.

Membrane Roofing replacement: Roofs at building numbers 4, 5, 6, and 7 will have all existing spray foam removed down to the deck and will be replaced with new rigid insulation, 60 mil membrane and flashings at penetrations and perimeter. New roofing system will be building code conforming and meet energy codes. The work will be sequenced to maintain dry space within the buildings. Solid s Building existing membrane roof and rigid insulation will be replaced with new rigid insulation, 60 mil membrane and flashings at penetrations and perimeter. The Dryer building roof and the three digester tank roofs are not scheduled for replacement. New roofing system will be building code conforming and meet energy codes. The work will be sequenced to maintain dry space within the buildings. Asbestos investigation/ survey is required to be completed by the county and if discovered, abatement is not included; and

WHEREAS, The County seeks to authorize the negotiation, execution and delivery of a Energy Performance Contracting Agreement with Siemens Industry, Inc. for a project amount not to exceed \$8,087,039, and agree to the 20 year finance agreement at an annual rate of \$588,487.00; now, therefore, be it

RESOLVED, By the County Legislature of Rensselaer County, New York, as follows:

Section 1. In accordance with Section 9-103 of the Act, the County is hereby authorized to enter into, in the form subject to the approval of the County Attorney, **THE RENSSELAER COUNTY WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS AND ROOF REPLACEMENTS PROJECT AGREEMENT**, and (b) the Financing Agreements to provide financing for such facility improvement measures and pay reasonable costs of issuance relating to the Financing Agreements.

Section 2. The County Executive or the Chief Financial Officer, as Chief Fiscal Officer of the County, are each hereby authorized to negotiate and deliver on behalf of the **RENSSELAER COUNTY WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS AND ROOF REPLACEMENTS PROJECT AGREEMENT** and the Financing Agreements and all other certificates or instruments required in connection therewith, provided, however, that all amounts payable by the County pursuant to the Financing Agreements shall be subject to annual appropriation of such payments by the County Legislature. The power to prescribe the terms, forms and covenants of the **RENSSELAER COUNTY WASTEWATER TREATMENT PLANT FACILITY IMPROVEMENTS AND ROOF REPLACEMENTS PROJECT AGREEMENT PROJECT** and the Financing Agreements and all other certificates or instruments required in connection therewith is hereby delegated to each of the County Executive and the Chief Financial Officer.

Section 3. This Resolution is not subject to a mandatory or permissive referendum. This Resolution is intended to constitute the declaration of the County's "official intent" to reimburse the costs of the improvements described in Section 1 of this Resolution with proceeds from the Financing Agreements, as required by Treasury Regulation Section 1.150-2.

Section 4. The County hereby determines that the provisions of the State Environmental Quality Review Act and the regulations thereunder have previously been satisfied with respect to the expenditures authorized by this Resolution.

Section 5. This Resolution shall take effect immediately.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

20-Year Project Financial Projection**Budget For Review Based On Benchmark Data**

Total Siemens Contract:	(\$7,683,018)	Other Costs(Construction Interest):	(\$404,022)	Cumulative Savings:	\$1,293,452
Client Direct Purchase (11):	(\$40,000)				
Total Project Price:	(\$7,723,018)	Other Credits (Rebates/Incentives):	\$0		
Interest Rate (6):	5.11%	Net Financed Investment:	(\$8,087,039)		
Financial Term in Years:	20				
		Service Inflation Rate:	5.5%		
Guarantee Period(yrs):	20	Energy Inflation Rate:	5%		
Annual Payment:	(\$588,487)	Operational Savings Inflation Rate:	5%		

20 -Year Cash Flow Model

Yr	Energy Costs					Assets					Cumulative Cash Flow
	Base Year Energy Costs	Energy Savings	Avoided Life Cycle / Capital Savings	Avoided Operational Savings	Potential Rebates & Incentives	Total Assets	Payment (2)	On-Going Services (3,4)	Total Liabilities	Net Annual Benefit	
						\$0				\$0	\$0
1	\$0	\$19,600	\$588,487	\$20,000	\$0	\$628,087	(\$588,487)	(\$5,038)	(\$593,525)	\$34,562	\$34,562
2	\$0	\$20,580	\$588,487	\$21,000	\$0	\$630,067	(\$588,487)	(\$5,315)	(\$593,802)	\$36,265	\$70,827
3	\$0	\$21,609	\$588,487	\$22,050	\$0	\$632,146	(\$588,487)	(\$5,607)	(\$594,094)	\$38,052	\$108,879
4	\$0	\$22,689	\$588,487	\$23,153	\$0	\$634,329	(\$588,487)	\$0	(\$588,487)	\$45,842	\$154,721
5	\$0	\$23,824	\$588,487	\$24,310	\$0	\$636,621	(\$588,487)	\$0	(\$588,487)	\$48,134	\$202,855
6	\$0	\$25,015	\$588,487	\$25,526	\$0	\$639,028	(\$588,487)	\$0	(\$588,487)	\$50,541	\$253,396
7	\$0	\$26,266	\$588,487	\$26,802	\$0	\$641,555	(\$588,487)	\$0	(\$588,487)	\$53,068	\$306,464
8	\$0	\$27,579	\$588,487	\$28,142	\$0	\$644,208	(\$588,487)	\$0	(\$588,487)	\$55,721	\$362,185
9	\$0	\$28,958	\$588,487	\$29,549	\$0	\$646,994	(\$588,487)	\$0	(\$588,487)	\$58,507	\$420,692
10	\$0	\$30,406	\$588,487	\$31,027	\$0	\$649,920	(\$588,487)	\$0	(\$588,487)	\$61,433	\$482,125
11	\$0	\$31,926	\$588,487	\$32,578	\$0	\$652,991	(\$588,487)	\$0	(\$588,487)	\$64,504	\$546,629
12	\$0	\$33,523	\$588,487	\$34,207	\$0	\$656,217	(\$588,487)	\$0	(\$588,487)	\$67,729	\$614,358
13	\$0	\$35,199	\$588,487	\$35,917	\$0	\$659,603	(\$588,487)	\$0	(\$588,487)	\$71,116	\$685,474
14	\$0	\$36,959	\$588,487	\$37,713	\$0	\$663,159	(\$588,487)	\$0	(\$588,487)	\$74,672	\$760,146
15	\$0	\$38,807	\$588,487	\$39,599	\$0	\$666,892	(\$588,487)	\$0	(\$588,487)	\$78,405	\$838,551
16	\$0	\$40,747	\$588,487	\$41,579	\$0	\$670,813	(\$588,487)	\$0	(\$588,487)	\$82,326	\$920,877
17	\$0	\$42,784	\$588,487	\$43,657	\$0	\$674,929	(\$588,487)	\$0	(\$588,487)	\$86,442	\$1,007,319
18	\$0	\$44,924	\$588,487	\$45,840	\$0	\$679,251	(\$588,487)	\$0	(\$588,487)	\$90,764	\$1,098,083
19	\$0	\$47,170	\$588,487	\$48,132	\$0	\$683,789	(\$588,487)	\$0	(\$588,487)	\$95,302	\$1,193,385
20	\$0	\$49,528	\$588,487	\$50,539	\$0	\$688,554	(\$588,487)	\$0	(\$588,487)	\$100,067	\$1,293,452
Total		\$648,093	\$11,769,743	\$661,319	\$0	\$13,079,155	(\$11,769,743)	(\$15,960)	(\$11,785,703)	\$1,293,452	\$1,293,452

Notes:

1. Associated Savings include operational cost savings.
2. Payment represents an annual sum of periodic payments.
3. Ongoing Services are escalated at Service Inflation Rate.
4. Performance Assurance required during guarantee period only.
5. Simple Payback= Total Project Cost / (First Year Energy Savings plus Maintenance Savings plus Previous Annual Benefit Excess Cashflow plus First Year On-Going services).

6. Interest Rate Subject to Change.
7. Annual guarantee may not exceed Total Project Cost.
8. Construction interest based on 12-month funding to payment schedule.
9. Annual guarantee amount is based on revenue neutral program.
10. Cash Flow is for discussion purpose only.
11. County to pay for Special Inspections directly - costs included in financing

Rensselaer County Sewer District Digester Methane Leaks and Membrane Roof Replacements

Statement of Problem

Rensselaer County Sewer District (RCSD) observed bubbles in the EPDM membrane covering the Solids Handling Building roof that appear to be the result of air or methane gas being trapped under the membrane. RCSD staff isolated the gas takeoff pipe from each digester so that only one digester was connected to the methane gas holder at one time and reported that when digesters 1 or 2 are online, the gas holder loses volume while when digesters 3 or 4 are online it gains volume. Therefore, RCSD believes methane gas is leaking out of digesters 1 and 2 and being trapped under the EPDM roof membrane. It appears the leaking is occurring at the perimeter intersection of the digester roof structure and the sidewall the roof is supported on. Leaking may also be occurring at the joints of the structural precast digester top and beneath the membrane.

Solids Building membrane roof must be replaced since it has been delaminated because of the methane gas leak infiltrating. Buildings 4, 5, 6, and 7 are currently the spray foam type installed many years ago and have been problematic. They will be replaced with a new membrane system typically installed today on commercial/industrial buildings

Digester Structural Roof Replacement

1. Remove digester 1 from service.
 - a. Remove sludge from the tank and clean thoroughly to create an environment safe for entry by contractors.
 - b. Remove digester gas piping, hatches and the pre-cast plank roof system. Interior piping remains as is. All existed deck penetrations will be re-installed.
 - c. Modify the tops of the concrete tank walls to accept a cast-in-place concrete roof with a joint intended to cut off methane leakage.
 - d. Construct a new cast-in-place concrete roof with integral beams for support and penetrations for piping and hatches.
 - e. Coat the underside of the concrete roof with an appropriate product for the environment and patch existing coatings on the walls if possible, or remove and replace, if necessary, based on the coating system manufacturer's recommendations.
 - f. Install new 4" stainless steel gas piping & insulation/covering with new isolation valves in each line
 - g. Remove and re-install vent trees and replace existing valves at the base with new DeZurik valves. Replace same valve at vent tree of digester #4
 - h. Remove and do not replace 3 foaming tanks.
 - i. Remove and re-install thermal dispersion flowmeters
 - j. Once pressure test passes, refill tank with sludge and place it into service.
2. Repeat the above steps for digesters 2 & 3 separately.

Membrane Roofing replacement

Siemens Industry, Inc.

6 British American Boulevard, Ste. 104-C
Latham, NY 12110
PH: 518-782-0131

1. Roofs at building numbers 4, 5, 6, and 7 will have all existing spray foam removed down to the deck and will be replaced with new rigid insulation, 60 mil membrane and flashings at penetrations and perimeter. New roofing system will be building code conforming and meet energy codes. The work will be sequenced to maintain dry space within the buildings.
2. Solids Building existing membrane roof and rigid insulation will be replaced with new rigid insulation, 60 mil membrane and flashings at penetrations and perimeter. The Dryer building roof and the three digester tank roofs are not scheduled for replacement. New roofing system will be building code conforming and meet energy codes. The work will be sequenced to maintain dry space within the buildings.
3. Asbestos investigation/survey is required to be completed by the county and if discovered, abatement is not included.

Schedule

1. Structural replacement at digester #1 is planned to begin during the first quarter of 2027 with completion and turn over to the county for methane production by the summer of 2027. Digester #2 structural roof will then be replaced with completion by last quarter of 2027. Digester #3 structural replacement will begin during the first quarter of 2028 with completion during the summer of 2028. Solids Building roof membrane replacement will be scheduled for either the fall of 2027 or summer of 2028 depending on the amount of disruption with the adjacent structural work. Buildings 4, 5, 6, and 7 roof replacements will be scheduled for replacement during the spring and summer of 2027.

20-Year Project Financial Projection
Budget For Review Based On Benchmark Data

Total Siemens Contract: (\$7,683,018)	Client Direct Purchase (11): (\$40,000)	Total Project Price: (\$7,723,018)	Interest Rate (6): 5.11%	Financial Term in Years: 20	Guarantee Period(Yrs): 20	Annual Payment: (\$588,487)
Other Costs(Construction Interest): (\$404,022)	Other Credits (Rebates/Incentives): \$0	Net Financed Investment: (\$8,087,039)	Service Inflation Rate: 5.5%	Energy Inflation Rate: 5%	Operational Savings Inflation Rate: 5%	

20 -Year Cash Flow Model

Yr	Energy Costs		Assets				Cumulative Cash Flow				
	Base Year Energy Costs	Energy Savings	Avoided Life Cycle / Capital Savings	Avoided Operational Savings	Potential Rebates & Incentives	Total Assets					
1	\$0	\$19,600	\$588,487	\$20,000	\$0	\$628,087	(\$588,487)	(\$5,038)	(\$593,525)	\$34,562	\$34,562
2	\$0	\$20,580	\$588,487	\$21,000	\$0	\$630,067	(\$588,487)	(\$5,315)	(\$593,802)	\$36,265	\$70,827
3	\$0	\$21,609	\$588,487	\$22,050	\$0	\$632,146	(\$588,487)	(\$5,607)	(\$594,094)	\$38,052	\$108,879
4	\$0	\$22,689	\$588,487	\$23,153	\$0	\$634,329	(\$588,487)		(\$588,487)	\$45,842	\$154,721
5	\$0	\$23,824	\$588,487	\$24,310	\$0	\$636,621	(\$588,487)		(\$588,487)	\$48,134	\$202,855
6	\$0	\$25,015	\$588,487	\$25,526	\$0	\$639,028	(\$588,487)		(\$588,487)	\$50,541	\$253,396
7	\$0	\$26,266	\$588,487	\$26,802	\$0	\$641,555	(\$588,487)		(\$588,487)	\$53,068	\$306,464
8	\$0	\$27,579	\$588,487	\$28,142	\$0	\$644,208	(\$588,487)		(\$588,487)	\$55,721	\$362,185
9	\$0	\$28,958	\$588,487	\$29,549	\$0	\$646,994	(\$588,487)		(\$588,487)	\$58,507	\$420,692
10	\$0	\$30,406	\$588,487	\$31,027	\$0	\$649,920	(\$588,487)		(\$588,487)	\$61,433	\$482,125
11	\$0	\$31,926	\$588,487	\$32,578	\$0	\$652,991	(\$588,487)		(\$588,487)	\$64,504	\$546,629
12	\$0	\$33,523	\$588,487	\$34,207	\$0	\$656,217	(\$588,487)		(\$588,487)	\$67,729	\$614,358
13	\$0	\$35,199	\$588,487	\$35,917	\$0	\$659,603	(\$588,487)		(\$588,487)	\$71,116	\$685,474
14	\$0	\$36,959	\$588,487	\$37,713	\$0	\$663,159	(\$588,487)		(\$588,487)	\$74,672	\$760,146
15	\$0	\$38,807	\$588,487	\$39,599	\$0	\$666,892	(\$588,487)		(\$588,487)	\$78,405	\$838,551
16	\$0	\$40,747	\$588,487	\$41,579	\$0	\$670,813	(\$588,487)		(\$588,487)	\$82,326	\$920,877
17	\$0	\$42,784	\$588,487	\$43,657	\$0	\$674,929	(\$588,487)		(\$588,487)	\$86,442	\$1,007,319
18	\$0	\$44,924	\$588,487	\$45,840	\$0	\$679,251	(\$588,487)		(\$588,487)	\$90,764	\$1,098,083
19	\$0	\$47,170	\$588,487	\$48,132	\$0	\$683,789	(\$588,487)		(\$588,487)	\$95,302	\$1,193,385
20	\$0	\$49,528	\$588,487	\$50,539	\$0	\$688,554	(\$588,487)		(\$588,487)	\$100,067	\$1,293,452
Total		\$648,093	\$11,769,743	\$661,319	\$0	\$13,079,155	(\$11,769,743)	(\$15,960)	(\$11,785,703)	\$1,293,452	\$1,293,452

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RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/28

RESOLUTION RATIFYING A ONE-YEAR EXTENSION OF THE AGREEMENT WITH THE TRI-CITY VALLEYCATS FOR THE USE OF JOSEPH L. BRUNO STADIUM – COUNTY EXECUTIVE

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

WHEREAS, Rensselaer County, Hudson Valley Community College and the Tri-City ValleyCats have previously entered into agreements concerning the use and operation of Joseph L. Bruno Stadium, located on the campus of Hudson Valley Community College; and

WHEREAS, The parties have agreed to extend the existing agreement for an additional one-year term, upon the same terms and conditions, to provide for the continued use and operation of the Stadium by the Tri-City ValleyCats; and

WHEREAS, The Hudson Valley Community College Board of Trustees has approved the one-year extension, and the extension agreement has been executed; and

WHEREAS, The County Executive has submitted the extension agreement to the Rensselaer County Legislature for ratification of the County's participation therein; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby ratifies and approves the previously executed one-year extension agreement with the Tri-City ValleyCats concerning the use and operation of Joseph L. Bruno Stadium, upon the same terms and conditions as the existing agreement, and ratifies the County's execution thereof; and, be it further

RESOLVED, That the County Executive, or his designee, is authorized to execute and deliver any documents and take such further actions as may be necessary to effectuate the foregoing, subject to approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

FOURTH AMENDMENT TO FACILITY AGREEMENT

This Fourth Amendment to Facility Agreement (this "Fourth Amendment") is made as of the 10th day of September, 2026, by and between Hudson Valley Community College, a community college sponsored by the County of Rensselaer, with its main campus located at 80 Vandenberg Avenue, Troy, New York 12180 (the "College"), and Tri-City ValleyCats, Inc., a New York corporation with offices at Joseph L. Bruno Stadium, 80 Vandenberg Avenue, Troy, New York 12180 (the "Team"). The County of Rensselaer, a municipal corporation of the State of New York, with offices at 99 Troy Road, East Greenbush, New York 12061 (the "County"), joins in the execution of this Fourth Amendment solely as the local sponsor of the College and solely for the limited purposes expressly stated herein.

WHEREAS, the College and the Team, by the Team's predecessor in interest, entered into that certain Facility Agreement dated as of June 20, 2000, concerning the Team's use and operation of Joseph L. Bruno Stadium located on the College's main campus at 80 Vandenberg Avenue, Troy, New York (the "Stadium");

WHEREAS, the Facility Agreement was subsequently modified by that certain Agreement dated January 3, 2005, that certain Second Amendment to Facility Agreement dated June 21, 2012, and that certain Third Amendment to Facility Agreement dated March __, 2014 (collectively, the "Facility Agreement");

WHEREAS, the current term of the Facility Agreement is scheduled to expire at the conclusion of the 2026 Baseball Season;

WHEREAS, the College and the Team desire to extend the term of the Facility Agreement for one (1) additional year upon the same terms and conditions presently in effect; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the College and the Team agree as follows:

1. The term of the Facility Agreement is hereby extended for one (1) additional year, through the conclusion of the 2027 Baseball Season, unless earlier terminated in accordance with the Facility Agreement.

2. Except solely for the extension of the term provided in Section 1 of this Fourth Amendment, the Facility Agreement is not otherwise amended or modified. All terms, conditions, covenants, rights, obligations and provisions of the Facility Agreement presently in effect shall remain unchanged and in full force and effect during the extended term and are hereby ratified and confirmed.

3. The County joins in and consents to the one-year extension provided by this Fourth Amendment solely in its capacity as the statutory local sponsor of the College and statutory owner of the underlying real property. Execution of this Fourth Amendment by the County Executive is subject to approval by the Rensselaer County Legislature.

4. Counterparts; Electronic Signatures. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by PDF shall be deemed originals for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the College and the Team have caused this Fourth Amendment to Facility Agreement to be executed by their duly authorized representatives, and the County has joined herein for the limited purposes expressly stated above, as of the date first written above.

HUDSON VALLEY COMMUNITY COLLEGE

By: 
Name: Gerard Marino
Title: Vice President
Date: 9/11/2026

TRI-CITY VALLEYCATS, INC.

By: 
Name: Richard J. Murphy
Title: President
Date: September 10, 2026

COUNTY OF RENSSELAER

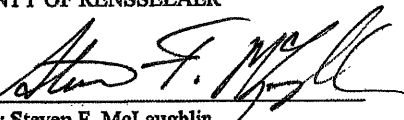
By: 
Name: Steven F. McLaughlin
Title: County Executive
Date: 9/11/2026

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June 10, 2020	

*Rentor Agreement between HCC and
Team owner*

FACILITY AGREEMENT

JUN 15

This Facility Agreement ("Agreement") is made as of the 20th day of JUNE, 2000, by and between HUDSON VALLEY COMMUNITY COLLEGE, an educational institution sponsored by the County of Rensselaer with its campus at 80 Vandenburg Avenue, Troy, New York 12180 ("College"), and NATIONAL PASTIME CORPORATION, a Massachusetts corporation with its offices at 3 Cheshire Road, Suite 31, Pittsfield, MA 01201 (the "Team").

WITNESSETH:

WHEREAS, the College is engaged in the improvement of its facilities for educational and related use; and

WHEREAS, the New York State budget contains an appropriation in the amount of \$12,125,000.00 for services and expenses of higher education initiatives ("Appropriation"), which the College intends to utilize either directly or by suballocation to another department, agency or public authority for the construction of a Stadium (as hereinafter defined); and

WHEREAS, the College has sought a contractual relationship with a short-season minor league team that is affiliated and provides Class A baseball as it is the College's intention and desire to utilize the Stadium as a classroom and for the purpose of college activities for the maximum period of time possible and the short-season Class A minor league schedule is the schedule which provides the greatest access to the Stadium in furtherance of the College's intended academic and collegiate sport goals for the Stadium;

WHEREAS, Team seeks to use the Stadium on Completion (as hereinafter defined) for play by a short season Class A New York-Pennsylvania Professional Baseball League baseball team;

WHEREAS, the College and the Team understand that the expected territory of the Team will include both Rensselaer and Albany Counties and the Team is basing its relocation from Pittsfield, Massachusetts and the College is constructing the Stadium on that understanding with the anticipated result that a short-season Class A affiliated minor league team giving this size territory will be able to fulfill its obligations under the Facility Agreement; and

WHEREAS, the parties desire to agree upon the terms and conditions under which the Team will play in the Stadium on its Completion,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Article I - Definitions

1.1 Definitions. The words defined in the preamble shall have the meanings therein provided. Unless the context clearly otherwise requires, the terms defined in this section shall have the meanings specified below.

1.1.1 "Agreement" shall mean this agreement, along with all attachments, exhibits and schedules thereto.

1.1.2 "College Areas" shall mean all portions of the Stadium except: (1) Common Areas; and (2) Team Areas. College Areas shall be designated as such by the College on the Stadium Plans. In general terms, College Areas include (but are not necessarily limited to): (1) meeting rooms, storage rooms, locker rooms, and similar non-public facilities located in the Stadium which are not designated as Team Areas; and (2) storefront facilities incorporated into the Stadium, as designated on the Stadium Plans.

1.1.3 "Baseball Authorities" shall mean and refer to the Team's current and any future Major League affiliation, the New York-Pennsylvania Professional Baseball League, Inc., the National Association of Professional Baseball Leagues, and the Office of the Commissioner of Major League Baseball, or any successors or assigns of any of the same.

1.1.4 "Baseball Novelties" shall mean any baseball product, item, device, souvenir supply or other personal property including, but not limited to, any item customarily sold in souvenir/novelty stands, baseball caps and hats, bats, baseball shirts, baseballs, baseball cards, baseball gloves, baseball scorecards, programs, souvenir books and other baseball related products, provided, however, that Baseball Novelties shall not include items incorporating or utilizing College proprietary rights unless College and Team have separately negotiated a license of such rights.

1.1.5 "Baseball Season" shall mean the period commencing the earlier of two weeks prior to the first regular season game or June 1 of each year during the Term hereof and ending on the earlier of: (1) two weeks after the date on which the Team's last home game is played during the same calendar year, including any post-season competition; or (2) September 30.

1.1.6 "Campus" shall mean the campus of the College, located at 80 Vandenburg Avenue, Troy, NY 12180.

1.1.7 "Commencement Date" shall mean the commencement date of the first full Baseball Season following Completion of the Stadium.

1.1.8 "Common Areas" shall mean all portions of the Stadium except: (1) the Team Areas; and (2) College Areas. Common Areas shall be designated by the College as such on the Stadium Plans.

1.1.9 "Complete" and "Completion" shall have the meaning provided in Section 3.3 of this Agreement.

1.1.10 "Concessions" shall mean all food and beverage services, beverages, and food products required or appropriate for any and all events at the Stadium, whether through fixed or portable stands or vendors, including, without limitation, dining, Suite service if applicable, catering,

concessions vending, roving vendors, snack bars and any other food or beverages served in the Stadium provided that in the event the College is currently required to utilize a specific vendor for beverage vending machines, the definition of Concessions shall not include beverage vending machines as long as the College pays to the Team all net revenues from such beverage vending machines for Team Events. Non-food items are specifically excluded from the definition of Concessions.

1.1.11 "Concession Service Areas" shall mean all sales areas, storage areas, improvements, fixtures and trade fixtures in the Stadium which are to be used in connection with the operation of food and beverage services in the Stadium. Concession Service Areas shall be designated as such on the Stadium Plans.

1.1.12 "Facility Services" shall mean the operation and staffing of the in-Stadium box office, all ticket booths, ushering services, first-aid room to the extent required by Legal Requirements or Professional Baseball Requirements, the opening and closing of the Stadium, and the operation of all Stadium Utilities.

1.1.13 "Field Maintenance" shall include, but not be limited to, day-to-day and long-term maintenance of the playing field, which maintenance shall include periodic base path line painting, mowing, watering, fertilizing and other chemical treatments, sod replacement attributable to wear resulting from the normal use of the field, specialized turf care as required such as aeration, maintenance of all unsodded areas of the field, and all other treatments and upkeep required to maintain the quality of the field and immediate surroundings in accordance with Professional Baseball Requirements.

1.1.14 "Exterior Maintenance" shall include all maintenance of exterior landscaped areas of the Stadium, and the maintenance of the exterior grounds and facade of the Stadium.

1.1.15 "Initial Term" shall have the meaning set forth in Section 2.1 hereof.

1.1.16 "Janitorial Services" shall mean the cleaning and provision of supplies for all Common Areas including the stocking of all restrooms with paper products as required prior to all Team Events, the maintaining of any and all trash receptacles and enclosures and the securing thereof in an orderly fashion, the disposal of all trash collected from such areas immediately after Team Events, the pick-up of all trash and debris from Common Areas no later than the earlier of either 10:00 a.m. on the morning following such events or six (6) hours prior to the next Stadium Event. Janitorial Services provided to the Common Areas shall include all normal and non-extraordinary cleaning necessary to maintain the Common Areas in a clean, attractive and high quality manner.

1.1.17 "Major League Team" shall mean any team which is a member of the National League of Professional Baseball Clubs, Inc. or the American League of Professional Baseball Clubs, Inc. or their successors.

1.1.18 "League" shall mean the New York-Pennsylvania Professional Baseball League, Inc.

1.1.19 "Legal Requirements" shall mean all national, state and local laws, rules, regulations, orders, procedures, policies and ordinances.

1.1.20 "Naming Rights" shall mean the right to name the Stadium.

1.1.21 "Non-Team Events" shall mean any event, activity or program held at or in the Stadium, except Team Events.

1.1.22 "Open Date" shall have the meaning set forth in Section 5.2 hereof.

1.1.23 "Option Term" shall have the meaning set forth in Section 2.2 hereof.

1.1.24 "Parking" shall mean all paid and unpaid parking facilities on the Campus. The College will provide sufficient parking facilities in the proximity of the Stadium, which parking facilities will be no less than are required under the PBA.

1.1.25 "Professional Baseball" shall mean all baseball conducted under the control of Major League Baseball or The National Association of Professional Baseball Leagues. Professional Baseball does not include amateur, non-paid, recreational, high school or collegiate baseball teams.

1.1.26 "Professional Baseball Agreement" or "PBA" shall mean the certain Professional Baseball Agreement by and between the National League of Professional Baseball Clubs, Inc., the American League of Professional Baseball Clubs, Inc. and the National Association of Professional Baseball Leagues, Inc. as amended to date.

1.1.27 "Professional Baseball Requirements" shall mean all requirements, rules, guidelines or standards for Class A teams which exist as of the date of this Agreement and related to the use or operation of the Team or Stadium and have been established by Baseball Authorities including, but not limited to, requirements under the Official Professional Baseball Playing Rules and the PBA with respect to facility standards for Class A teams.

1.1.28 "Rental Payments" means all payments required to be made by the Team to the College under this Agreement.

1.1.29 "Request" shall have the meaning set forth in Section 5.2 hereof.

1.1.30 "Stadium" shall mean the baseball stadium intended to be constructed by the College in accordance with the Stadium Plans with a seating capacity of no less than 4,500.

1.1.31 "Stadium Plans" shall mean all of the plans, designs, specifications and

drawings which are produced by or at the direction of the College in consultation with the Team to comply with Professional Baseball Requirements. The term "Stadium Plans" shall be deemed to include any modifications, amendments or supplements to such Plans made by the College after consultation with the Team and which do not reduce the seating capacity of the Stadium. The Stadium Plans shall include an allocation of \$150,000 for the scoreboard, and the Team shall have the right to approve the plans for the scoreboard.

1.1.32 "Stadium Utilities" shall mean all electric, gas, sewage, and water services utilized by or for the benefit of the Stadium. Stadium Utilities shall not include telephone service or cable television service.

1.1.33 "Stadium Events" means, collectively, Team Events and non-Team Events.

1.1.34 "Staging" shall mean special field preparation and maintenance prior to and immediately following Stadium Events as may be directly necessary for, or particular to, such events. Staging shall include (but is not limited to): (1) lining the field, raking and other pre-event preparation of the unsodded areas of the field for baseball related events such as installation of bases; (2) conversion of the playing field for other non-athletic events; (3) installation and removal of any supplemental seating; (4) installation and removal of stage of platform equipment and/or temporary lighting which may be required for non-baseball related events; and (5) restoration of the field surface as required for baseball games after non-baseball related events. The term "Staging" shall not include Field Maintenance, Exterior Maintenance, Janitorial Services, and Facility Services.

1.1.35 "Suites" shall mean in-stadium luxury suites built into the Stadium grandstand if such Suites are designated as such on the Stadium Plans.

1.1.36 "Team" shall have the definition set forth therefor in the heading of this Agreement.

1.1.37 "Team Areas" shall mean the Team Office Area as described in Section 4.6 below, the Team Storage Area as described in Section 4.9 below, the Home Team Locker Room as described in Section 4.7, below, the Visiting Baseball Team Locker Room as described in Section 4.8, below, training facilities as described in Section 4.10, below, Umpires' Locker Room, Team Manager's Office and the Visiting Team Manager's Office as described in Section 4.8 below, Concession Service Areas, and all areas used for the sale or storage of Baseball Novelties and Concessions as described in Section 4.11 and 5.5 below. Team Areas are those areas designated as such on the Stadium Plans.

1.1.38 "Team Employees" shall mean all employees of the Team including the Team General manager, staff, personnel, Baseball Novelties sales personnel, personnel for the press box and press area, locker room personnel, Concessions sales personnel, event service personnel, public access and scoreboard personnel, program personnel, painting services for advertisers on the cutfield signage, advertising sales personnel, bat girls and boys, and all other paid, volunteer or honorary personnel deemed necessary by the Team. It is understood that the Field Manager, coaches and

players are employees of the Major League team affiliated with the Team and not employees of the Team.

1.1.39 "Team Events" shall mean:

- (1) any game between the Team and another member of the League, including exhibition, regular season, all-star and playoff games;
- (2) any Team practices;
- (3) any promotional event directly connected to a League game, such as pre- or post-game celebrations;
- (4) baseball clinics or camps; and
- (5) any non-baseball related event conducted or sponsored by the Team, as provided in Section 4.2, below.

Team Events other than those described in paragraphs (1) and (2) of this subsection shall require the prior approval of the College which shall not be unreasonably withheld.

1.1.40 "Team Office Area" shall mean the Team's administrative offices to be designated on the Stadium Plans.

1.1.41 "Term" shall mean the Initial Term and any Option Term.

1.2 Number. For purposes of this Agreement, the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

Article II - Term of Agreement

2.1 Initial Term. The Initial Term of this Agreement shall mean ten (10) successive Baseball Seasons commencing with the Commencement Date.

2.2 Option Term. The Team shall have the option to renew the Term of this Agreement for two additional five year terms. All terms of this Agreement shall remain the same for the Option Term, except that the Capital Reserve as defined in Section 12.1. The Team shall give the College written notice no later than June 15, 2010 in the case of the first renewal term and June 15, 2015 in the case of the second renewal term.

Article III - Stadium Description

3.1 Stadium Construction. The College shall bear the costs of the construction of the Stadium but only to the extent of the Appropriation. The College subject to the other terms and

conditions of this Lease and force majeure delays described in Section 15.31 will (i) use its reasonable efforts to complete the Stadium on or before June 1, 2001 and (ii) Complete the Stadium no later than June 1, 2002. The College will notify the Team prior to September 15, 2000 or such later dates as the parties shall agree, whether all necessary approvals for the commencement of construction have been received. ("September Notice"). The College will notify the Team on or before October 15, 2000 whether or not the Stadium will be Complete on or before June 1, 2001 in the estimation of its contractor. ("October Notice") In the event that the College fails to deliver the October Notice or such notice indicates that the Stadium will not be completed by June 1, 2001 the Team shall not be obligated to commence its obligations under the Agreement until the 2002 Baseball Season. In the event that the College fails to deliver the September Notice stating that all such approvals have been received, the Team may cancel this Agreement. . The execution of this Agreement is not a covenant on behalf of the College to construct the Stadium and the completion thereof is in all respects a condition of this Agreement. In the event a stadium is built by the College at any time prior to June 30, 2005, the College will offer the use of such stadium to the Team on the same terms and conditions as are set forth herein.

3.2 Stadium Related Items. The College shall be responsible for completing the Stadium and providing the following items from the Appropriation:

3.2.1 concrete footings, structure steel and electrical service for the scoreboard;

3.2.2 construction and finishing (not furniture) of any Suites which the College may determine to construct;

3.2.3 Reserved.

3.2.4 adequately finished office space for Team staff and an efficient box-office sales effort, such space to include acoustic tile ceiling with lights, painted drywall, completed electric, heating and ventilation systems and carpet in a color selected by the Team, but shall not include furniture or office equipment;

3.2.5 adequate electrical power for events such as concerts and television coverage;
and

3.3 Complete. "Complete," for purposes of this Agreement, shall mean that: (1) all required permits shall have been issued for the Stadium; and (2) the Stadium shall satisfy Professional Baseball Requirements in all material respects. "Completion" shall have the correlative meaning of "Complete."

3.4 Early Occupancy; Temporary Accommodations. In the event that certain Team Areas of the Stadium are substantially Completed, available and adequate for use by the Team on or before June 1, 2001, then in the event play in such partially completed Stadium ^{is} approved by the League, the Team may use such areas before such date upon approval of the College, which approval shall not be unreasonably withheld. In the event play commences with a partially

Completed Stadium (provided the College is able, using reasonable good faith efforts, to obtain necessary occupancy approvals), at the option of the Team, the College and Team agree to use their best efforts to improvise for those areas which are not completed, including, but not limited to, temporary office space, rest rooms, mobile food services and temporary seating and bleachers ("Temporary Facilities"). The cost for such Temporary Facilities shall be paid by the College.

3.5 Stadium Plans. The College shall prepare or have prepared Stadium Plans in consultation with the Team which shall meet the criteria articulated in Section 3.1 of this Agreement. Attached hereto as Schedule 3.5 are all of the Professional Baseball Requirements in existence on the date of this Agreement which have been provided by the Team. As Stadium Plans are produced and modified during the design/build process, the Team shall review the Stadium Plans (and obtain the review and approval of the Stadium Plans by Baseball Authorities, where necessary) for the purpose of: (1) determining that the general design of the Stadium is in conformity with Professional Baseball Requirements; and (2) identifying various areas (i.e., College Areas, Common Areas and Team Areas) within the Stadium with respect to which the Team and the College shall have certain rights and responsibilities, as set forth in this Agreement. Upon completion of the Stadium Plans, the completed Stadium Plans shall be initialed by the parties and attached as Exhibit A. The Team's consent shall not be required for modifications to the Stadium Plans, provided, however, that all such modifications shall (a) be in conformance with the Professional Baseball Requirements identified on Schedule 3.5 hereof and (b) not contradict a specific term of this Agreement.

3.6 Modifications to Stadium. Subject to the caveats set forth in the last sentence of Section 3.5, modifications to the Stadium during the Term of this Agreement shall be at the discretion of the College; *provided, however*, that the College shall advise the Team of any proposed modifications and shall provide the Team with the opportunity to comment thereon. At all times during the Term hereof the College shall assure, at its cost and expense, that the Stadium will comply with all Professional Baseball Requirements which have been provided by the Team and are identified on Schedule 3.5 attached hereto as in existence on the date of this Agreement. The College will use its best efforts to accommodate changes, alterations, additions or modifications to the Stadium as may be requested or required by Baseball Authorities in order to comply with future Professional Baseball Requirements at the request of the Team; *provided, however*, that the College shall not be required to bear the cost and expense of any such changes, alterations, additions or modifications which shall be paid for by the Team.

Article IV - Team Use of Stadium

4.1 Baseball Operations - Generally. The Team shall use the Stadium for play by a short season Class A New York-Pennsylvania Professional Baseball League baseball team. Provided that the Stadium is Complete, the Team shall have the right to conduct, and agrees to conduct, all baseball related Team Events during the Baseball Season at the Stadium beginning with the Commencement Date and continuing for the Initial Term of this Agreement. The College shall not be liable for the failure to have the Stadium Complete before June 1, 2001. If the Stadium is not Complete by such date, upon request of the Team, the College shall assist the Team to find suitable alternative facilities until the Stadium is Complete, but shall have neither obligation to supply such

facilities nor liability failure to secure them. The Team shall operate the Stadium in a clean, safe, and healthy manner and in compliance with Legal Requirements relating to health and cleanliness.

4.2 Non-Baseball Team Events - Generally. Subject to the prior approval of the College not to be unreasonably withheld, the Team shall have the right to conduct non-baseball related Team Events at the Stadium for a total of seven (7) days (or parts thereof) during each Baseball Season.

4.3 Priority of Team Events - Home Games. Team regular season home games and playoff home games conducted during the Baseball Season shall have scheduling priority over all non-Team Events: *Provided, however*, that the Team shall have notified the College prior to March first of each Baseball Season of the Team's regular home game schedule and, as soon as possible, the League's playoff schedule. The Team shall notify the College as soon as is reasonably possible of any potential playoff home game dates. The College and the Team shall consult and cooperate throughout the Term of this Agreement in order to accommodate unforeseen or unpredictable scheduling difficulties, such as (but not limited to) the postponement and re-scheduling of Stadium Events due to weather, power outages, and so forth.

4.4 Priority of Non-Baseball Related Team Events. As specified in Section 4.2 above, the Team shall have the right to conduct non-baseball Team Events for a total of seven days (or parts thereof) during each Baseball Season. Such Team Events shall have scheduling priority over all non-Team Events: *Provided, however*, that the Team shall have notified the College prior to June first of each Baseball Season of the scheduled date of each such non-baseball related Team Event.

4.5 Reserved

4.6 Team Office Area. The Team shall have the exclusive use of the Team Office Area, to be designated on Stadium Plans, on a year round basis during the Term of this Agreement.

4.7 Home Team Locker Room. The Team shall have the exclusive right to occupy and use that portion of the Home Team Locker Room designated on Stadium Plans, during the Baseball Season. On or before the end of each Baseball Season, the Team shall vacate the Home Team Locker Room, and shall turn such area over to the College and the College shall return such area over to the Team at the commencement of each Baseball Season in good repair and order, broom clean. Nothing in this Agreement shall preclude shared use of such facility by the College which does not interfere with Team Events.

4.8 Visiting Baseball Team Locker Room and Umpires' Locker Room. The Team shall have the exclusive right to occupy and use that portion of the Visiting Baseball Team Locker Room, the Umpires' Locker Room, the Team Manager's Office, and the Visiting Team Manager's Office to be designated on Stadium Plans, during the Baseball Season on those days for which the Team has scheduled a home game. Nothing in this Agreement shall preclude shared use of such facilities by the College which does not interfere with Team Events.

4.9 Team Storage Area. The College shall provide the Team with unheated storage space to be designated by the College on Stadium Plans of up to 300 square feet within the Stadium for the Team's exclusive use on a year round basis during the Term of this Agreement.

4.10 Training Facilities. The parties acknowledge that the Stadium is being designed and constructed so as to provide or take advantage of training facilities (batting tunnels, weight rooms, whirlpool facilities, and so forth) that are or may be integrated with existing facilities on the Campus. It is intended and agreed by the parties that the facilities provided by the College be available for use not only by the Team, but also other users of the Stadium (such as, but not limited to, classes, high school teams, and college teams), to the extent appropriate. However, the parties agree to consult, cooperate, and utilize their best efforts to schedule the use of such facilities in a manner that will maximize their use and benefit to the College, the Team, and the community as a whole on a year round basis, except for equipment and facilities provided by the Team, which shall be for the exclusive use of the Team.

4.11 The Team shall have the exclusive right to occupy and use sales areas and storage areas to be designated by the College on Stadium Plans for Baseball Novelties.

4.12 Concession Service Areas. The Team shall have the exclusive right to occupy and use the Concession Service Areas to be designated by the College on the Stadium Plans, during Baseball Season during the Term of this Agreement. Team shall provide Concessions for non-Team Events during the Baseball Season at the request of the College. The College shall have the option to provide such Concessions itself. In the event that the College exercises its option to provide Concessions at non-Team Events during the Baseball Season, the College shall have the right to use the Concession Service Areas at cost for such period of time before, during and after the non-Team Event as is reasonably necessary to provide Concessions at such non-Team Event. The cost shall be at a rate to be negotiated between the parties prior to its use. In addition, the College shall have the right to use the Concession Service Areas outside the Baseball Season. The College shall be obligated to keep the Concession Service Areas in good order and condition during its use thereof.

4.13 Exclusive use of Team Areas During Baseball Season. Except as may otherwise be specifically provided in this Agreement, the Team shall have the exclusive use of Team Areas during the Baseball Season.

4.14 Use of the Common Areas of Stadium During Team Events. The Team shall have the use of the Common Areas of the Stadium for Team Events.

4.15 Legal Requirements. The Team's use of the Stadium shall be in all respects in compliance with Legal Requirements and the reasonable rules and regulations of the College of which Team has written notice. Smoking shall not be allowed in general seating areas. The Team shall, however, not be responsible for any structural or non-structural improvements to the Stadium in order to comply with Legal Requirements, other than Team related Legal Requirements, such obligations to be obligations of the College

Article V - College Use of Stadium; Scheduling

5.1 Non-Team Events - Generally. The College shall have the right to conduct non-Team Events at the Stadium, including, but not limited to, collegiate and high school games, education, classes, training, matches, practices, and other activities which will not adversely affect the field. Subject to the provisions of Article IV and Article V regarding scheduling priorities, the College shall have the right to use all Common Areas and Team Areas (except at such times as the Team has the right to the exclusive use of the Team Areas in question, as specified in Article IV of this Agreement) in conducting non-Team Events.

5.2 Non-Team Events - Priority. In the event that a Team Event has not been scheduled, and/or notice of a Team Event has not been given to the College as specified in Sections 4.3 and 4.4 above, for a particular date, such date shall be considered an "Open Date." The Team may schedule an Open Date by providing to the College a written request to College Athletics Director (a "Request") to use an Open Date. The Request shall include a description of the activity to be conducted in sufficient detail to allow the College to review the Request. An Open Date shall be deemed to have been scheduled when accepted by the College.

5.3 College Areas. The College shall have the exclusive use of College Areas, to be designated on the Stadium Plans and defined in Article I, on a year round basis.

5.4 Scheduling Cooperation. The Team and the College will consult and cooperate in good faith in the scheduling of Stadium Events so as: (1) to avoid scheduling and marketing conflicts; and (2) to maximize the use of the Stadium on a year round basis. Notwithstanding the foregoing, the failure of the Team and the College to agree on a particular matter shall not be construed as a failure by either party to consult and cooperate as required by this Section 5.4.

5.5 Storefront Shops. The College shall give the Team the exclusive use of a storefront to be designated on the Stadium plans (or "Team Storefront"). Subject to the foregoing, the College shall have the exclusive right to control and lease any storefront shops which may be incorporated into the Stadium, now or in the future. The College shall not lease such shops to a purveyor of food or beverage items or any business selling Baseball Novelties. No advertising on the storefronts will conflict with advertising in the Stadium or the Team Storefront.

Article VI - Concessions and Baseball Novelties

6.1 Concessions. The Team shall have the exclusive right and responsibility to provide Concessions at all Team Events and non-Team Events during the Baseball Season. The College shall have the option to provide Concessions at non-Team Events. In such case, the Team shall make available to the College without charge such Concession Service Areas as may be reasonably necessary to provide such Concessions but subject to the obligations of the College under Section 4.12.

6.2 Quality. All Concessions provided by the Team at Stadium Events will be provided

and delivered in a high quality, professional manner which is consistent with Professional Baseball Requirements.

6.3 Concession Products. Subject to the requirements of Section 6.2 and Legal Requirements, the Team shall have the exclusive right to determine the brands of food products, non-alcoholic beverages, and beer and wine sold within the Stadium.

6.4 Compliance with State and Local Rules and Regulations. The Team shall assure that the Concession Service Areas are operated in a clean, safe and healthy manner and in compliance with Legal Requirements relating to health and cleanliness.

6.5 Compliance with State Alcoholic Beverage Statutes and Regulations. To the extent the Team provides alcoholic beverages as part of the Concessions, the Team shall be solely responsible for assuring that the sale of alcoholic beverages are made, and the Concession Service Areas operated and maintained, in strict compliance with all Legal Requirements concerning the sale of alcoholic beverages.

6.6 Licenses and Permits. The Team is responsible for obtaining all applicable state and/or local permits and licenses for its provision of Concessions in the Stadium including, but not limited to, appropriate beer and wine licenses. The Team represents and warrants that it or its agent will, at all times during the Term of this Agreement, maintain, or provide for the maintenance of, appropriate permits for the sale of beer and wine in the Stadium. The College and the Team will not take any action which would prevent the sale of beer or wine within the Stadium, and shall fully cooperate in executing all necessary documents which may be required to keep such licenses and permits in full force and effect.

6.7 Beverages in Glass Bottles and Cans Prohibited. No beverage shall be sold by the Team in the Stadium in cans or glass bottles.

6.8 Baseball Novelties. The Team shall have the exclusive right to market and sell Baseball Novelties within the Stadium.

Article VII - Marketing, Advertising and Broadcast Rights

7.1 Tickets - Team Events. The Team shall have the sole right and responsibility for marketing, selling and determining the prices and terms of tickets to Team Events and shall retain the revenue therefrom. Box offices located within the Stadium shall be available for use by the Team on a year round basis.

7.2 Tickets - Non-Team Events. The College shall have the sole right and responsibility for marketing, selling and determining the prices and terms of tickets to non-Team Events and shall retain the revenue therefrom.

7.3 Internal Advertising. Subject to the terms of Section 7.4 below, the Team shall

determine the location, content and/or type of advertising signage within the Stadium including, but not limited to, the scoreboard (including message center advertising), interior walls, interior fences, interior facades, and interior appurtenances. All such advertising shall not be visible to the extent practicable and in accordance with generally recognized commercial standards from outside the Stadium and shall not be constructed, painted, or otherwise applied in a manner that will damage or injure any component of the Stadium.

7.4 Content of Advertising. Notwithstanding the provisions of Sections 7.3, the amount and content of all advertising shall be in accordance with Legal Requirements and in good taste and in accordance with the educational mission of the College and generally recognized commercial standards. There shall be no advertisements for liquor, wine, or tobacco products.

7.5 Exclusive Broadcast Rights. The Team shall have the exclusive right to broadcast, by any means now or hereafter developed, all Team Events held in the Stadium during the Term of this Agreement, and to sell or assign all or any portion of the rights thereof. The College shall have the exclusive right to broadcast, by any means now or hereafter developed, all non-Team Events held in the Stadium during the Term of this Agreement, and to sell or assign all or any portion of the rights thereof.

Article VIII - Stadium Maintenance and Repair

8.1 Field Maintenance. The Team shall provide and be solely responsible for Field Maintenance during the Baseball Season provided that the College shall be responsible for returning the field to the Team following a non-Team event during Baseball season in the same condition as prior to such non-Team event.

8.2 Exterior Maintenance. The College shall provide, and be responsible for, and shall bear all the costs of Exterior Maintenance not caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, team players or personnel of visiting baseball teams).

8.3 Facility Services and Security Services. The Team shall provide and be responsible for, and the Team shall bear all the costs of security services associated with Team Events. The Team shall provide and be responsible for, and shall bear all the costs of, Facility Services associated with Team Events.

8.4 Janitorial Services. The Team shall provide and be responsible for, and the Team shall bear all the costs of, Janitorial Services (including emptying bulk garbage dumpsters) associated with Team Events. For purposes of this Section 8.4, the term "supplies" shall include, but is not necessarily limited to, items such as: (1) trash can liners; (2) soap, detergent, bleach, and other cleaning agents; (3) brooms, mops, buckets, and similar cleaning utensils; and (4) toilet paper, paper towels, and similar paper products.

8.5 Staging. The Team shall provide, shall be solely responsible for, and shall bear all the Costs of, Staging associated with Team Events. The College shall provide, shall be solely responsible for, and shall bear all the costs of, Staging associated with non-Team Events.

8.6 Stadium Equipment and Fixtures. The College shall provide, shall be responsible for, and shall bear all the costs of routine maintenance and repair of College-owned property. Provided, however, that the Team shall be responsible for any damage to College-owned property as may be caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, personnel of visiting baseball teams). Fixtures purchased or provided by the Team shall become the property of the College at the end of the Term.

8.7 Capital Repairs and Replacements. The College shall provide, shall be responsible for, and shall bear all the costs of, all repairs, renovations and/or replacement costs for College-owned property which are capital in nature: Provided, however, that the Team shall be responsible for any damage to College-owned property as may be caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, personnel of visiting baseball teams).

8.8 Field Restoration Costs and Damage to the Playing Field. All costs of playing field restoration required as a result of damage to the field, will be paid by the College except for damage caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, patrons of Team Events, Team Employees, agents of the Team, and/or personnel associated with Team Events (including, but not limited to, personnel of visiting baseball teams) in which case the Team shall bear the cost of repair. Normal wear and tear, shall be borne by the party conducting the event causing the damage to the field. Neither party will permit any use of the playing field which causes or may cause any material damage to the playing surface, other than such damage as is normally attendant to the holding of athletic events.

Article IX - Stadium Utilities

9.1 Generally. The Team shall be responsible for all Stadium Utilities and shall reimburse the College for costs and expenses arising from or related to the use of such utilities during the Baseball Season except for non-Team Events. The Team shall exercise all reasonable efforts to conserve the usage of Stadium Utilities.

9.2 Telephones. The College shall be responsible for the cost, installation and maintenance of an adequate number of pay and other telephones in the Common Areas of the Stadium, including the press box, bullpen and dugouts. The College shall be responsible for the telephone wiring of, but not the cost, installation or maintenance of telephones in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team will be responsible for the cost and installation of all telephones in Team Areas. The Team shall be responsible for all telephone utility costs which are incurred with respect to telephone usage in Team

Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team shall also be responsible for all telephone utility costs which are associated with Team Events (including, but not limited to, telephone usage by the press, and visiting team broadcasters).

Article X - Indemnification and Insurance

10.1 Indemnification by Team. The Team agrees to indemnify and hold harmless the College, the State University of New York, and the County of Rensselaer, and their respective officers, representatives, trustees, directors, duly authorized agents and employees, from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expenses, including attorneys' fees, which are incurred in connection with, or arise by reason of: (1) any act, omission or negligence of the Team or its duly authorized agents; (2) any breach of this Agreement by the Team; and/or (3) any Team Event or any incident occurring in conjunction with, or as a result of, a Team Event.

10.2 Indemnification by College. The College agrees to indemnify and hold harmless the Team, its shareholders, officers, directors, duly authorized agents and employees, from any and all claims brought for personal injury, death, property damage and any other losses, damages, charges or expense, including attorneys' fees, which are incurred in connection with, or arise by reason of: (1) any act, omission or negligence of the College or its duly authorized agents; (2) any breach of Agreement by the College; and/or (3) any non-Team Event or any incident occurring in conjunction with, or as a result of, a non-Team Event. Notwithstanding the foregoing provisions of this Sections 10.1 and 10.2, nothing herein shall be construed as rendering the Team or the College in any way liable to any third party.

10.3 Insurance Required of Team. The Team shall carry and maintain all insurance coverages as are necessary and appropriate for conducting Team Events and Team operations (including, but not limited to, personal injury, property damage, dram shop and public liability). Such insurance shall be primary, and not contributing with any other insurance maintained by the College except for negligence attributable to the College, its employees, agents or servants. The Team agrees to furnish to the College, prior to commencement of each Baseball Season, a certificate of insurance issued by its insurance carrier and in a form acceptable to the College. Failure to provide the College with the required insurance certificate within the stipulated time shall constitute a material breach of this Agreement. The Team shall secure general liability and personal injury in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, product liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, fire legal liability in the amount of \$1,000,000, automobile liability in the amount of \$1,000,000, umbrella liability in the amount of \$9,000,000. Such insurance shall remain in effect at all times during the Term of this Agreement. The insurance coverage shall include as an "additional insured" the following: the County of Rensselaer, the State University of New York, and Hudson Valley Community College. Such insurance coverages shall provide that coverage may not be cancelled except upon ten days written notice to the College.

10.4 Workers Compensation and Disability Insurance. The Team shall maintain workers

compensation and employee disability benefits insurance coverages for all Team Employees during the Term of this Agreement. Such insurance shall comply with all laws of the State of New York.

10.5 Insurance of Team Property. The Team shall be solely responsible for, and shall bear all the costs of, insuring property owned by the Team.

10.6 Cost of Insurance Coverage. The Team shall be solely responsible for procuring, and shall bear all the costs of, the insurance coverages required by Sections 10.3, 10.4 and 10.5, above.

10.7 Waiver of Subrogation. The Team and the College shall obtain waivers of subrogation from their respective insurers.

10.8 Insurance by College. The College shall maintain property and casualty insurance sufficient to replace the Stadium in accordance with the Stadium Plans in the event of destruction.

Article XI - Division of Revenues and Costs

11.1 Team Revenues. The Team shall retain the revenues generated by the following:

- (a) Ticket sales for Team Events, as more fully described in Section 7.1, above.
- (b) One hundred percent (100%) of the Concession sales as more fully described in Section 6.1 above.
- (c) One hundred percent (100%) of sales of pouring rights, internal advertising, including but not limited to all advertising inside the Stadium including scoreboard advertising/message center, public address announcements, outfield fence advertising, and advertising within the grandstand.
- (d) All broadcast rights to Team Events.
- (e) All novelty/souvenir sales, program sales, and promotions generated by Team Events.
- (f) Sales of Baseball Novelties, as described in Section 6.8..

11.2 College Revenues. The College shall retain the revenues generated by the following:

- (a) One hundred percent (100%) of the revenue from non-Team Event Concession sales to the extent the College has elected to take on the concession for such events.
- (b) All broadcast rights to non-Team Events.
- (c) All novelty/souvenir sales, program sales, and promotions generated by non-

Team Events other than Baseball Novelties.

(d) Sales or rentals of Stadium naming rights as described in Section 15.28, below.

(e) Parking rental fees, provided, however, that the College shall provide for the Team, without cost, seventy-five (75) spaces ("Allocation") for employees, members of the Team and visiting team, press, media, and officials. This Allocation shall be reviewed annually.

(f) All other items of revenue from operations other than Team operations, including, but not limited to, rentals from storefront shops (as described in Section 5.5, above) that may be incorporated into the Stadium.

11.3 Team Costs. The Team shall be responsible for, and shall bear all the costs of, the following:

(a) All costs of Team operations, including (but not limited to) Concessions operations, as specified in Article VI, above, insurance coverage for Team Events and Team operations, as specified in Article X, above, property insurance for Team-owned property, as specified in Section 10.5, above, telephone and telephone utility costs, as specified in Section 9.2, above, cable television costs, and so forth.

(b) Costs of Field Maintenance, as specified in Section 8.1, above.

(c) Costs of Exterior Maintenance, as specified in Section 8.2, above.

(d) Costs of Facility Services and security services, as specified in Section 8.3, above.

(e) Costs of Janitorial Services, as specified in Section 8.4, above.

(f) Costs of Staging, as specified in Section 8.5, above.

(g) All costs related to providing Concession, Baseball Novelties and novelty/souvenir sales, including supplies, and personnel costs, as described in Article VI, above. The Team shall be responsible for maintaining the Concession equipment in good repair and order, ordinary wear and tear excepted.

(h) The cost of the purchase and installation of a state of the art contemporary scoreboard/message center to the extent it is not covered by the Appropriation and the budget for the Stadium.

(i) All applicable state, local, and federal taxes, if any, assessable with respect to Team Events and Team operations. Except as specified above, or as may be specifically provided

elsewhere in this Agreement, the Team shall not be responsible for any costs related to the operation and maintenance of the Stadium, unless otherwise agreed upon by the Team and the College.

- (j) Costs of Concessions equipment for a first rate stadium.
- (k) The costs of Stadium utilities during the Baseball season.
- (l) The cost of insurance required of the Team.

11.4 College Costs. The College shall be responsible for, and shall bear all the costs of, the following:

(a) Routine maintenance and repair of Stadium equipment and fixtures: Provided, however, that the Team shall be responsible for any damage to College-owned property as may be caused by the negligence of, and/or by the abuse or misuse of such College-owned property by, Team personnel and/or agents of the Team, as specified in Section 8.6, above.

(b) All repairs, renovations and/or replacement costs which are capital in nature, as specified in Section 8.7, above.

(c) Casualty (fire and other hazards) insurance for the Stadium and College-owned property.

(d) Liability insurance costs for non-Team Events.

(e) Utility costs (other than telephone costs) attributable to non-Team Events and non-Team operations and outside the Baseball Season.

(f) Reserved.

(g) Costs of Exterior Maintenance, as specified in Section 8.2, above.

(h) Costs of Field Maintenance, as specified in Section 8.1, above.

(i) Costs of Facility Services and security services, as specified in Section 8.3, above.

(j) Costs of Janitorial Services, as specified in Section 8.4, above.

(k) Costs of Staging, as specified in Section 8.5, above.

(l) All other Stadium-related costs for which the Team is not specifically responsible.

Article XII - Restricted Account for Capital Use for the Stadium

12.1 Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Year 1	\$25,000
Year 2	\$25,000
Year 3	\$25,000

At the end of the third Baseball Season and the first year of any Option Term, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder on the basis of the remaining term of this Agreement with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the College and the Team are unable to agree, this matter will be submitted to arbitration, under the Commercial Arbitration Rules of the American Arbitration Association.

12.2 Additional Rent or Credit - Suite Rentals. In the event that the Stadium Plans include Suites, the parties shall discuss the allocation of expenses and revenues associated therewith.

12.3 Certain Benefits. The Team shall provide the College with the following additional benefits or facilities without charge:

12.3.1 One outfield sign for promotion of the College and not for outside revenue;

*

12.3.2 Twelve season tickets or a suite if constructed and not to be utilized for outside revenue;

12.3.3 To the extent of Team radio broadcasts, three radio spots per Team Event to publicize the College and its programs or events;

*

12.3.4 An on-site presence at all Team Events to publicize the College and its programs or events.;

*

12.3.5 One unpaid public address announcements per game to publicize the College and its programs or events.

*

Article XIII - Destruction of Stadium

13.1 Destruction. In the event that the Stadium is totally or partially destroyed, the Team's rent shall be abated until repair or reconstruction by the College is Complete. The College shall

repair the Stadium provided, however, that nothing in this Section 13.1 shall require the College to repair or reconstruct the Stadium if the insurance therefore required under Section 10.8 above is insufficient to pay the costs thereof.

13.2 Reduction in Payment. Should the Stadium be unavailable for any of the Team's home Baseball Season games as a result of the destruction or other limitation in the use of the Stadium, not caused by a Team Event the Rental Payments due the College under Article XII, above, shall be reduced proportionate to that limitation of use.

13.3 Assistance of the College in Locating a Temporary Alternate Facility. If the Stadium becomes unavailable on a temporary basis by reason of either the partial destruction of the Stadium or the repair or restoration of the Stadium, or for any other reason, the College shall utilize its best efforts to assist the Team in locating an adequate temporary facility within, or in reasonable proximity to, the County of Rensselaer.

Article XIV - Assignment

14.1 Assignment. This Agreement shall not be assigned by the Team without the consent of the College which shall not be unreasonably withheld. The transfer of all of the capital stock of the Team to persons other than existing shareholders, their spouses, children or descendants or a merger or consolidation which results in such a transfer shall be deemed an assignment requiring the consent of the College.

Article XV - General Provisions

15.1 Governing Law. This Agreement shall be construed under, and in accordance with, the laws of the State of New York.

15.2 Entire Agreement. Except as otherwise specifically referenced herein, this Agreement constitutes the final, complete and exclusive written expression of the intent of the parties with respect to the subject matter hereof. This Agreement supersedes all previous verbal and written communications, representations, agreements, promises or statements.

15.3 Representations. The Team and the College, respectively, each represent and warrant to each other that their respective officers acting as signatories to this Agreement have the authority to bind the Team and the College, and that this Agreement, when properly executed by both parties, will constitute a valid and binding agreement, enforceable in accordance with its terms.

15.4 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, and, with respect to the Team, if such holding does not affect the ability of the Team to perform and have access to the

Stadium as provided for herein, and, with respect to the College, such holding does not reduce or modify the benefits running to the College as provided herein, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein.

15.5 Notices and Addresses. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice:

(a) If to College, to:

Hudson Valley Community College
Attention: John Buono, President
Telecopy No.: (518) 629-8145

with copies to:

Featherstonhaugh, Conway
Wiley, & Clyne, LLP
Attention: Stephen J. Wiley, Esq.
Telecopy No. (518) 427-0452

(b) If to Team, to:

5 Knollwood Drive
Larchmont, NY 10538

Attention: William L. Gladstone
Telecopy No. (914) 834-9144

with copies to:

Sullivan & Worcester
767 Third Avenue
New York, NY 10017
Attention: Charles M. Dubroff, Esq.
Telecopy No. (212) 758-2151

The date of any such notice shall be the date it is sent by fax (with confirmation) or hand delivered, the business day following the date such notice is delivered (all expenses paid) to a nationally recognized overnight delivery service or the date such notice is otherwise received.

15.6 Amendment, Modification or Alteration. No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing, dated subsequent to the date hereon, and duly executed by the parties hereto.

15.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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

15.9 Headings Only for Reference. The titles of articles and sections of this Agreement are for reference purposes only and shall be of no binding effect.

15.10 Status of Parties. The parties hereto shall be deemed and construed as independent contractors with respect to one another for all purposes and nothing contained in this Agreement shall be determined to create an agency relationship, a partnership or joint venture between the League, the Team, or the College with respect to the Team's activities conducted at the Stadium pursuant to the terms of this Agreement.

15.11 Waiver. The waiver by either party of any default or breach by the other party of any of the provisions of this Agreement shall not be deemed a continuing waiver or waiver of any other breach by the other party of the same or another provision of this Agreement.

15.12 Improvements. The Team shall make no material improvements in the Team Areas or any other portion of the Stadium without the prior written consent of the College, which consent shall not be unreasonably withheld. Any improvements made to the Stadium by the Team will become the property of the College.

15.13 Waste or Nuisance. The Team shall not commit or permit any waste on or about the Stadium during the Term of this Agreement, nor shall it permit use of the Stadium or Team Areas for any unlawful purposes.

15.14 Observance of Laws. The Team agrees that it, its employees and its agents shall abide by, conform to and comply with all Legal Requirements. The Team will not do, nor suffer to be done, anything during the Term of this Agreement which is in violation of any such Legal Requirements. If the attention of the Team is called to a violation of such Legal Requirements on the part of the Team or any person employed by or admitted to the Stadium by the Team, the Team will immediately desist from and use its best efforts to correct such violation in accordance with the terms hereof.

15.15 No Defacement of Premises. The Team shall not injure nor mar, nor in any manner deface, the Stadium, and shall not cause or permit anything to be done whereby the Stadium shall be in any material manner injured, marred or defaced. The Team shall not make or allow to be

made, any material alteration to the Stadium without the prior written consent of the College, which consent shall not be unreasonably withheld. If the Stadium, or any portion thereof, during the Term of this Agreement, is damaged by the act, default or negligence of the Team, the Team's agents and employees, any visiting professional baseball team or its agents and employees, or any other party, its agents and employees, who are using the Stadium in conjunction with Team Events, the Team will pay to the College, upon demand, such sum as shall be necessary to restore said premises to its original condition, reasonable wear and tear excepted.

15.16 Seating Capacity. In no event shall tickets to any Team Event, or any other use of the Stadium by the Team, be sold or disposed of in excess of the seating capacity of the Stadium, which shall include grass and picnic areas.

15.17 Aisles Clear. The Team will not permit chairs or removable seats to be or remain in the passageways and will keep all passageways clear at all times.

15.18 No Obstruction of Sidewalk and Other Passageways. No portion of the sidewalks, entries, passages, vestibules, halls, elevators and all ways of access to public utilities of the Stadium shall be materially obstructed by the Team. Doors, stairways, and lighting attachments shall not be materially obstructed by the Team. Water closets and water apparatus will not be used for any purpose other than that for which they were constructed.

15.19 Copyrighted Material. The Team shall assume all costs and obligations arising from the use of patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used or incorporated in the conduct of a Team Event. The Team agrees to indemnify and hold harmless the County and the College and their duly authorized representatives from all damages, costs, expenses, including attorney's fees, for or on account of the use of any patented and/or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Team in connection with the event. The Team shall obtain and pay for all appropriate BMI, ASCAP and SESAC licenses for the event.

15.20 Removal of Equipment. In the event platforms or staging or any other structures are erected by the Team in any portion of the Stadium, the expense of such erection or removal shall be paid by the Team, and all damage to said premises or furnishings, caused by the erection or removal of such platforms, staging or other constructions, shall be paid by the Team.

15.21 Quit Premises. In the event the Stadium is not vacated by the Team upon termination of this Agreement, then the College shall be, and is hereby authorized, to move from said premises, at the expense of the Team, goods, wares, merchandise and property, of any and all kinds and descriptions, which may be then occupying Stadium. The College shall not be liable for any damages or loss of said goods, wares, merchandise or other property which may be sustained, either by reason of such removal or the place to which they may be removed.

15.22 Lost Articles. The Team shall have the right to collect and have custody of articles left in the Common Areas by persons attending Team Events. The College shall have the right to collect and have custody of articles left in the Common Areas by persons attending non-Team

Events.

15.23 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15.24 Exhibits and Schedules. All exhibits and schedules attached to this Agreement are incorporated into and are a part of this Agreement as if fully set out herein.

15.25 Access of Team to Stadium. The Team and its agents, assignees, invitees and licensees shall at all times during the Term hereof have reasonable means of ingress and egress to and from the Stadium.

15.26 Recording. Either party may request that a memorandum summary of this Agreement be executed for the purpose of making a notice filing of this Agreement.

15.27 Non-Baseball Related Team Events. The Team's use of a promoter or other such agent for purposes of conducting non-baseball related Team Events, and the Team's rental of signage or advertising as permitted hereunder, shall not be deemed to be a sublease or assignment of this Agreement if it is specifically authorized by the College.

15.28 Naming Rights. The parties acknowledge and agree that the College shall have the right to name the Stadium, to market and sell the right to name the Stadium, and to receive and retain all revenues to be derived from the marketing and sale of the name rights to the Stadium. The Team agrees that it shall exercise its best efforts to support and enhance the value of the naming rights. To the extent that it refers to the Stadium in promotional material, marketing, advertising, tickets and similar materials, the Team shall refer to and identify the Stadium by the name designated by the College, and no other name.

15.29 Access to Team Areas by College. The College shall have such access to all Team Areas during the Term of this Agreement as may be reasonably necessary to enable the College to carry out its obligations under this Agreement and to maintain and preserve the Stadium, related equipment, and fixtures.

15.30 Negotiation of Cooperative Arrangements. The parties agree to consult with each other concerning such cooperative arrangements as may be mutually beneficial to each party's operations and activities. Such arrangements may include, but are not limited to the use of College personnel by the Team to perform all or a portion of the duties and obligations of the Team under this Agreement. Notwithstanding the foregoing, the failure of the Team and the College to agree upon one or more such cooperative arrangements shall not be construed as a failure by either party to consult and cooperate as required by this Section 15.30.

15.31 Force Majeure. The Team and the College agree that with respect to any services to be provided, payments to be made, or action to be taken by either party during the Term of this Agreement, the party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such party such as Acts of

God, strike, lock-out, suspension of play of baseball, breakdown, accident, order or regulation of or by any governmental agency, or failure of supply, or inability, by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause due to any act or neglect of the other party hereto, or of servants, agents, employees, any assignee, or successor in interest to such other party. The time within which such services, payments, or actions shall be performed or rendered shall be extended for a period of time equivalent to the delay engendered by such cause.

15.32 Default. In the event that either party hereto shall materially breach, violate or fail fully to perform any term or provision contained in this Agreement, the non-breaching party may, upon thirty (30) days written notice thereof to the breaching party, terminate this Agreement: Provided, however, that the defaulting party shall have the right and opportunity to cure the default within said 30-day period, or, if such breach, violation or non-performance cannot be cured within a 30-day period, to begin diligently to effect such cure during such period. In the event that such breach, violation or non-performance is not cured within said 30-day period (or, as to defaults not curable within 30 days, diligent efforts to effect a cure during such 30-day period have not begun), then this Agreement shall terminate upon the expiration of such period and the non-breaching party shall thereupon have the right to exercise such additional rights or remedies as it may have.

15.33 No Offer. This draft is not an offer, and may be withdrawn at any time prior to its execution by the College. The obligations of the Team hereunder are subject to the Team obtaining necessary approvals from the Baseball Authorities. The obligations of the College and the County hereunder are subject to the receipt of the Appropriation, the planning and development and the preparation of acceptable plans by the Dormitory Authority of the State of New York, the compliance with all Legal Requirements, including, by way of example, but not in limitation, those imposed by the Environmental Conservation Law.

15.34 Venue. The arbitration described in Section 12.1 of this Agreement shall be held in the County of Rensselaer. Any action or proceeding arising out of this Agreement, its existence, breach, or interpretation shall be brought and defended in Supreme Court, County of Rensselaer, and the parties agree that such court shall have exclusive jurisdiction over all such proceedings.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this the 20th day
of JUNE, 2000.

HUDSON VALLEY COMMUNITY COLLEGE

By: *[Signature]*

Name:

Title:

NATIONAL PASTIME CORPORATION

By: *William L. Gladstone*

William L. Gladstone

President

COUNTY OF RENSSELAER

By: *[Signature]*

Henry Zwack

County Executive

[Signature]
APPROVED AS TO FORM

COUNTY ATTORNEY

49809

[Signature]
APPROVED
BUREAU OF BUDGET

ADDENDUM TO FACILITY AGREEMENT

This Addendum is made as the 24th day of March, 2003, by and between HUDSON VALLEY COMMUNITY COLLEGE ("College") and TRI-CITY VALLEYCATS, INC. ("Team")

WITNESSETH:

WHEREAS, the College and the Team entered into a Facility Agreement on June 30, 2000 which sets forth the terms and conditions under which the parties would utilize and maintain the Stadium; and

WHEREAS, Article VIII of the Facility Agreement provides in part that the Team shall provide and be solely responsible for Field Maintenance during the Baseball Season with the College accepting responsibility for such maintenance during the remainder of the year; and

WHEREAS, in conjunction with the Brickman Contract, the parties now desire to modify Article VIII of the Facility Agreement dealing with their respective obligations as they relate to Stadium Field maintenance for the period ending April 30, 2003 and to reimburse the Team for Brickman's services outside of the Baseball Season and on other playing fields on the College campus;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Article I -- Definitions

1.1 Definitions. The terms used in this Addendum shall have the same meaning as defined in the Facility Agreement except where expressly modified herein.

1.2 "Brickman Contract" shall mean the contract entered into between the Team and Brickman Group, Ltd. as it relates to the scope of services provided in furtherance of athletic turf and landscape maintenance.

Article 2 -- College's Obligations

2.1 For the one year period commencing May 1, 2003 and ending April 30, 2003, the College shall pay \$90,000 in one lump sum by April 1, 2003 directly to the Team in consideration of the services to be rendered for the benefit of the College by the Brickman Group, Ltd. pursuant to the Brickman Contract and to fulfill the College's obligations under Sections 11.4b and 8.1 of the Facility Agreement.

2.2 In consideration of the payments made by the Team pursuant to Section 1.3 of this Agreement, the College shall supply all approved equipment necessary for Stadium Field maintenance operations and all fuel, repairs, preventative maintenance and necessary parts in order to maintain the equipment in proper working condition.

Article 3 - Team's Obligations

3.1 For the one year period commencing May 1, 2002, and ending April 30, 2003 the Team (a) will forward to Brickman Group, Ltd. The payment made by the College within ten (10) days of its receipt from the College and (b) has paid the sum of \$50,000 which payments have been or shall be made in consideration of services rendered and to be rendered to the Team and College by the Brickman Group, Ltd. pursuant to the Brickman Contract and to fulfill the Team's obligations under Sections 11.3b and 2.1 of the Facility Agreement.

3.2 The Team shall comply with all terms and conditions of the Brickman Contract.

3.3 The Team shall pay the College the sum of \$10,000 per year in annual installments of \$10,000 for each year that the Team utilizes the equipment and services described in Section 2.2 of this Agreement. Total amount paid by the Team shall not exceed \$50,000 over the life of the Facility Agreement. The Team will make payment prior to June 1st of the subsequent baseball season.

Article 4

4.1 All other terms and conditions of the Facility Agreement not expressly modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this
25 day of March, 2003.

HUDSON VALLEY COMMUNITY COLLEGE

By: John Bruno

John Bruno, President

TRICITY VALLEYCATS, INC.

By: William L. Gladstone

William L. Gladstone, President

TOTAL P.03

TOTAL P.02

ARTICLE 2.2 - IN CONSIDERATION OF THE PAYMENTS MADE BY THE TEAM PURSUANT TO SECTIONS 3.3 OF THIS AGREEMENT, THE COLLEGE SHALL SUPPLY ALL APPROVED EQUIPMENT NECESSARY FOR STADIUM FIELD MAINTENANCE OPERATIONS AND ALL ~~fuel~~^{repairs}, MPREVENTATIVE MAINTENANCE, AND NECESSARY PARTS IN ORDER TO MAINTAIN THE EQUIPMENT IN PROPER WORKING CONDITION.

ARTICLE 3.3 - THE TEAM SHALL PAY THE COLLEGE THE SUM OF \$10,000 PER YEAR IN ANNUAL INSTALLMENTS OF \$10,000 FOR EACH YEAR THAT THE TEAM UTILIZES THE EQUIPMENT AND SERVICES DESCRIBED IN SECTION 2.2 OF THIS AGREEMENT. TOTAL AMOUNT PAID BY THE TEAM SHALL NOT EXCEED \$50,000 OVER THE LIFE OF THE FACILITY AGREEMENT. THE TEAM WILL MAKE PAYMENT PRIOR TO JUNE 1ST OF THE SUBSEQUENT BASEBALL SEASON.

AGREEMENT

This Agreement ("Agreement") made as of the 3rd day of January, 2005, between Hudson Valley Community College, an educational institution, sponsored by the County of Rensselaer with its campus at 80 Vandenberg Avenue, Troy, New York 12180 ("College"), the County of Rensselaer ("County") and Tri-City ValleyCats, Inc., a New York corporation with its offices at Joseph L. Bruno Stadium, 80 Vandenberg Avenue, Troy, New York ("Team").

WHEREAS, the College, County, and Team have executed that certain Facility Agreement dated the 20th day of June, 2000 ("Facility Agreement");

and

WHEREAS, the College and Team wish to amend Sections 11.2 (e) and 12.1 of said Facility Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Section 11.2(e) is deleted for the Initial Term and the following new Section 11.2(e) is substituted.

"Effective for the Baseball Season commencing in year 4, the Team shall pay the College \$35,000 per year as a parking rental fee in lieu of College charging any parking rental fees to patrons of Team Events. Payment of such fee by Team shall be made in two equal installments on July 1 and August 15 each year up to and including year 10. In the event Team wishes to implement a parking fee at any time during years 4 through 10 it requires the mutual agreement of Team and College.

Section 12.1 is amended to read as follows:

Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Years 1 through 6 \$25,000 each year

At the end of the sixth Baseball Season and the first year of any Option Term, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder on the basis of the remaining term of this Agreement with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the

College and Team are unable to agree, this matter will be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date indicated below.

Date:

January 11, 2005

Hudson Valley Community College

By:

Name: Marco J. Silvestri

Title: President

Date:

January 4, 2005

Tri-City ValleyCats, Inc.

By:

William L. Gladstone

Name: William L. Gladstone

Title: President

Date:

1/24/05

County of Rensselaer

By:

Kathleen M. Jimino

Name: Kathleen M. Jimino

Title: County Executive

74747(word)

Approved as to form

[Signature]

Rensselaer County Attorney

APPROVED

[Signature]
BUREAU OF BUDGET

SECOND AMENDMENT TO FACILITY AGREEMENT

This second amendment ("Amendment") to Facility Agreement made as of the 21 day of June, 2012, amends the Facility Agreement dated as of the 20th day of June, 2000, by and between Hudson Valley Community College ("College") and National Pastime Corporation, as amended by the first amendment thereto between the College and Tri-City ValleyCats, Inc. ("Team") as successor to National Pastime Corporation, dated as of the 3rd day of January, 2005 ("Facility Agreement").

WHEREAS, the Initial Term of the Facility Agreement commenced on June 1, 2001, the first full Baseball Season following Completion of the Stadium; and

WHEREAS, the Team has exercised its option to extend the Facility Agreement for an additional five (5) year term by giving written notice of its exercise of the option no later than June 15, 2010; and the parties wish to amend the Facility Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Capitalized terms use in the preamble shall have the meanings provided in the preamble and capitalized terms not defined herein shall have the meanings provided in the Facility Agreement.

2. The following Sections of the Facility Agreement are amended as provided below:

Section 1.1.7 is amended to read as follows:

1.1.7 "Commencement Date" shall mean June 1, 2001.

Section 1.1.12 is amended to read as follows:

1.1.12 "Facility Services" shall mean the operation and staffing of the in-Stadium box office, all ticket booths, ushering services, first-aid room to the extent required by Legal Requirements or Professional Baseball Requirements, the opening and closing of the Stadium, and the operation of all Stadium Utilities provided, however that the College shall supply all Stadium Utilities and invoice the Team for its share of Stadium Utilities monthly. Team shall have the right, at its expense, to audit the utility calculation and allocation provided by the College.

Section 1.1.32 is amended to read as follows:

1.1.32 "Stadium Utilities" shall mean all electric, gas, sewage, and water services utilized by or for the benefit of the Stadium as provided in Section 9.1. Stadium Utilities shall not include telephone service or cable television service.

Section 1.1.35 is amended to read as follows:

1.1.35 "Suites" shall mean in-stadium luxury suites built into the Stadium grandstand and the term "Suites Payment" is defined in Section 11.3m.

A new section 1.1.42 is added to read as follows:

1.1.42 "Utility Payment" shall mean a payment by the Team to the College to defray the cost for the College to provide Stadium Utilities for Team Events during the Baseball Season and the Team Office Area throughout the year.

Section 2.1 is amended to read as follows:

2.1 Initial Term. The Initial Term of this Agreement shall mean ten (10) successive Baseball Seasons commencing on June 1, 2001.

Section 2.2 is amended to read as follows:

2.2 Option Term. The Team shall have the option to renew the Term of this Agreement for two additional five year terms. All terms of this Agreement shall remain the same for each Option Term, except that the Capital Reserve as defined in Section 12.1 shall be reviewed as provided herein. The Team shall give the College written notice of its exercise of the option no later than June 15, 2010 in the case of the first renewal term and June 15, 2015 in the case of the second renewal term. The Team has exercised its option for the first additional five-year term.

Section 4.5 is amended to read as follows:

4.5 The Team may request the use of the Stadium for additional Team Events from the Vice President for Finance. If the Stadium is available, and the proposed use is consistent with the College's programs and requirements, and the Team and Vice President for Finance agree upon such use, they shall also agree on the additional fee to be paid by the Team for such use.

Section 8.1 is amended to read as follows:

8.1 Field Maintenance. The Team shall provide and be solely responsible for Field Maintenance during the Baseball Season provided that the College shall be responsible for returning the field to the Team following a non-Team event during Baseball season in the same condition as prior to such non-Team event.

Section 9.1 is amended to read as follows:

9.1 Generally. The Team shall be responsible for all Stadium Utilities and shall reimburse the College for costs and expenses arising from or related to the use of such utilities (i) during the Baseball Season except for non-Team events, or (ii) for Team Events and the Team Office throughout the year.

Section 9.2 is amended to read as follows:

9.2 Telephones. The College shall be responsible for the cost, installation and maintenance of an adequate number of pay and other telephones in the Common Areas of the Stadium, including the press box, bullpen and dugouts. The College shall be responsible for the telephone wiring of, but not the cost, installation or maintenance of telephones in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team will be responsible for the cost and installation of all telephones in Team Areas. The Team shall be responsible for all telephone utility costs which are incurred with respect to telephone usage in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team shall also be responsible for all telephone utility costs which are associated with Team Events (including, but not limited to, telephone usage by the press, and visiting team broadcasters). The College shall invoice the Team monthly for this expense.

The title of Article XI is amended to read as follows:

Division of Revenues and Costs; Payments and Reimbursements.

Section 11.2(e) is amended to read as follows:

11.2 College Revenues. The College shall retain the revenues generated by the following:

(a) One hundred percent (100%) of the revenue from non-Team Event Concession sales to the extent the College has elected to take on the concession for such events.

(b) All broadcast rights to non-Team Events.

(c) All novelty/souvenir sales, program sales, and promotions generated by non-Team Events other than Baseball Novelties.

(d) Sales or rentals of Stadium naming rights as described in Section 15.28, below.

(e) The College shall provide for the Team, without cost, seventy five (75) spaces ("Allocation") for employees, members of the Team and visiting team, press, media, and officials. This Allocation shall be reviewed annually.

(f) All other items of revenue from operations other than Team operations, including, but not limited to, rentals from storefront shops (as described in Section 5.5, above) that may be incorporated into the Stadium.

Section 11.3 is amended to read as follows:

11.3 Team Costs, Expenses, Payments and Reimbursements. The Team shall be responsible for, and shall bear all the costs of or pay or reimburse the College for the following:

(a) All costs of Team operations, including (but not limited to) Concessions operations, as specified in Article VI, above, insurance coverage for Team Events and Team

operations, as specified in Article X, above, property insurance for Team-owned property, as specified in Section 10.5, above, telephone and telephone utility costs, as specified in Section 9.2, above, cable television costs, and so forth.

- (b) Costs of Field Maintenance, as specified in Section 8.1, above.
- (c) Costs of Exterior Maintenance, as specified in Section 8.2, above.
- (d) Costs of Facility Services and security services, as specified in Section 8.3, above.
- (e) Costs of Janitorial Services, as specified in Section 8.4, above.
- (f) Costs of Staging, as specified in Section 8.5, above.
- (g) All costs related to providing Concession, Baseball Novelties and novelty/souvenir sales, including supplies, and personnel costs, as described in Article VI, above. The Team shall be responsible for maintaining the Concession equipment in good repair and order, ordinary wear and tear excepted.
- (h) The cost of the purchase and installation of a state of the art contemporary scoreboard/message center to the extent it is not covered by the Appropriation and the budget for the Stadium.
- (i) All applicable state, local, and federal taxes, if any, assessable with respect to Team Events and Team operations. Except as specified above, or as may be specifically provided elsewhere in this Agreement, the Team shall not be responsible for any costs related to the operation and maintenance of the Stadium, unless otherwise agreed upon by the Team and the College.
- (j) Costs of Concessions equipment for a first rate stadium.
- (k) The costs of Stadium Utilities during the Baseball Season.
- (l) The cost of insurance required of the Team.
- (m) The Suites Payment. Team shall pay College \$38,000 per year during the Term and each Option Term in consideration of the Team's exclusive right to license the Suites for Team Events during the Baseball Season. College shall receive no revenue from the licensing of the Suites. Licenses for the Baseball Season shall be on terms and conditions reasonably acceptable to the College and which are generally consistent with the College's facility usage plan. The Suites Payment shall be made to College in two (2) equal installments on July 1 and August 15 each year.

Section 11.2(e) of the First Amendment is renumbered 11.3(n) and amended to read as follows:

(n) Effective for the Baseball Season commencing on June 1, 2004, during the Term and each Option Term, the Team shall pay the College \$35,000 per year as a parking rental fee in lieu of College's charging any parking rental fees to patrons of Team Events. Payment of such fee by Team shall be made in two equal installments on July 1 and August 15 each year until the end of the Term, including optioned extensions. The implementation of a parking fee to patrons requires the mutual agreement of Team and College.

Section 12.1 is amended to read as follows:

12.1 Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Years 11 through 15 - \$25,000 each year

No expenditures shall be made from the Restricted Account unless both Team and College agree. Section 2.2 of this Agreement provides that the Team shall give the College notice of its exercise of the option to renew for an additional five (5) year period before June 15, 2015. If the Team exercises its option to renew for the additional five (5) year term commencing on the commencement of the 2016 Baseball Season as defined in section 1.1.5, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder on the basis of the remaining term of this Agreement with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the College and Team are unable to agree, this matter will be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

Section 12.2. is amended to read as follows:

12.2 Suite Rentals. During the Term and each Option Term, the Team shall have the use of the Suites and the income therefrom for all Team Events during the Baseball Season in consideration of the Suites Payment.

Section 15.5 is amended to read as follows:

15.5 Notices and Addresses. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, overnight delivery service, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice:

(a) If to College, to:

Hudson Valley Community College
80 Vandenburg Avenue
Troy, New York 12180
Attention: Andrew J. Matonak, President
Telecopy No.: (518) 629-8145

with copies to:

Featherstonhaugh, Wiley, & Clyne, LLP
99 Pine Street
Albany, New York 12207
Attention: Stephen J. Wiley, Esq.
Telecopy No. (518) 427-0452

- (b) If to Team, to:
30 Clubhouse Lane
Scarsdale, NY 10583
Attention: William L. Gladstone
Telecopy No. (914) 478-4906

with copies to:

Richard J. Murphy
Joseph L. Bruno Stadium
80 Vandenburg Avenue
Troy, NY 12180

The date of any such notice shall be the date it is sent by fax (with confirmation) or hand delivered, the business day following the date such notice is delivered (all expenses paid) to a nationally recognized overnight delivery service or the date such notice is otherwise received.

This Agreement may be executed in counterparts, which shall be effective when signed by each party and shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this 21st day of June, 2012.

HUDSON VALLEY COMMUNITY COLLEGE

By: 
Name: Andrew J. Matonak
Title: President

TRI-CITY VALLEYCATS, INC

By: 
William L. Gladstone
President

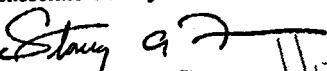
COUNTY OF RENSSELAER

By:  10/2/12
Kathleen M. Jimino
County Executive

Approved as to form


STEPHEN A. PECHENIK
Rensselaer County Attorney

Approved by the
Rensselaer County Bureau of Budget


Stacey A. Farrar
Director of Budget 10/1/12

THIRD AMENDMENT TO FACILITY AGREEMENT

This third amendment ("Amendment") to Facility Agreement made as of the ____ day of March, 2014, amends the Facility Agreement dated as of the 20th day of June, 2000, by and between Hudson Valley Community College ("College") and National Pastime Corporation, as amended by the first and second amendments thereto between the College and Tri-City ValleyCats, Inc. ("Team") as successor to National Pastime Corporation, dated as of the 3rd day of January, 2005 and the 21st of June, 2012 respectively ("Facility Agreement").

WHEREAS, the Initial ten (10) year Term of the Facility Agreement commenced on June 1, 2002, the first full Baseball Season following Completion of the Stadium with the option to renew two additional five (5) year terms; and

WHEREAS, the Team has exercised its option to extend the Facility Agreement for an additional five (5) year term by giving written notice of its exercise of the option no later than June 15, 2010; and

WHEREAS, the first additional five (5) year renewal term is set to expire at the end of the 2016 Baseball Season and the Team has until June 15, 2015 to give written notice of its intent to extend the Facility Agreement for a second additional five (5) year term expiring at the end of the 2021 Baseball Season and the parties wish to amend the Facility Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Capitalized terms use in the preamble shall have the meanings provided in the preamble and capitalized terms not defined herein shall have the meanings provided in the Facility Agreement.

2. The following Sections of the Facility Agreement are amended as provided below:

Section 1.1.7 is amended to read as follows:

1.1.7 "Commencement Date" shall mean June 1, 2002.

Section 1.1.12 is amended to read as follows:

1.1.12 "Facility Services" shall mean the operation and staffing of the in-Stadium box office, all ticket booths, ushering services, first-aid room to the extent required by Legal Requirements or Professional Baseball Requirements, the opening and closing of the Stadium, and the operation of all Stadium Utilities provided, however that the College shall supply all Stadium Utilities and invoice the Team for its share of Stadium Utilities monthly. Team shall have the right, at its expense, to audit the utility calculation and allocation provided by the College.

Section 1.1.32 is amended to read as follows:

1.1.32 "Stadium Utilities" shall mean all electric, gas, sewage, and water services utilized by or for the benefit of the Stadium as provided in Section 9.1. Stadium Utilities shall not include telephone service or cable television service.

Section 1.1.35 is amended to read as follows:

1.1.35 "Suites" shall mean in-stadium luxury suites built into the Stadium grandstand and the term "Suites Payment" is defined in Section 11.3m.

A new section 1.1.42 is added to read as follows:

1.1.42 "Utility Payment" shall mean a payment by the Team to the College to defray the cost for the College to provide Stadium Utilities for Team Events during the Baseball Season and the Team Office Area throughout the year.

Section 2.1 is amended to read as follows:

2.1 Initial Term. The Initial Term of this Agreement shall mean ten (10) successive Baseball Seasons commencing on June 1, 2001.

Section 2.2 is amended to read as follows:

2.2 Option Term. The Team shall have the option to renew the Term of this Agreement for three additional five year terms. All terms of this Agreement shall remain the same for each Option Term, except that the Capital Reserve as defined in Section 12.1 shall be reviewed as provided herein. The Team shall give the College written notice of its exercise of the option no later than June 15, 2010 in the case of the first renewal term, June 15, 2015 in the case of the second renewal term and June 15, 2020 in the case of the third additional renewal term. The Team has exercised its option for the first additional five-year term. In the event the Team elects not to renew for a second or third additional five-year term, the Team shall remain responsible for the remaining Lease Payments for the new videoboard/scoreboard as provided in Section 11.3 (h).

Section 4.5 is amended to read as follows:

4.5 The Team may request the use of the Stadium for additional Team Events from the Vice President for Finance. If the Stadium is available, and the proposed use is consistent with the College's programs and requirements, and the Team and Vice President for Finance agree upon such use, they shall also agree on the additional fee to be paid by the Team for such use.

Section 8.1 is amended to read as follows:

8.1 Field Maintenance. The Team shall provide and be solely responsible for Field Maintenance during the Baseball Season provided that the College shall be responsible for returning the field to the Team following a non-Team event during Baseball season in the same condition as prior to such non-Team event.

Section 9.1 is amended to read as follows:

9.1 Generally. The Team shall be responsible for all Stadium Utilities and shall reimburse the College for costs and expenses arising from or related to the use of such utilities (i) during the Baseball Season except for non-Team events, or (ii) for Team Events and the Team Office throughout the year.

Section 9.2 is amended to read as follows:

9.2 Telephones. The College shall be responsible for the cost, installation and maintenance of an adequate number of pay and other telephones in the Common Areas of the Stadium, including the press box, bullpen and dugouts. The College shall be responsible for the telephone wiring of, but not the cost, installation or maintenance of telephones in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team will be responsible for the cost and installation of all telephones in Team Areas. The Team shall be responsible for all telephone utility costs which are incurred with respect to telephone usage in Team Areas during the Baseball Season and at times when the Team has exclusive use thereof. The Team shall also be responsible for all telephone utility costs which are associated with Team Events (including, but not limited to, telephone usage by the press, and visiting team broadcasters). The College shall invoice the Team monthly for this expense.

The title of Article XI is amended to read as follows:

Division of Revenues and Costs; Payments and Reimbursements.

Section 11.2(e) is amended to read as follows:

11.2 College Revenues. The College shall retain the revenues generated by the following:

(a) One hundred percent (100%) of the revenue from non-Team Event Concession sales to the extent the College has elected to take on the concession for such events.

(b) All broadcast rights to non-Team Events.

(c) All novelty/souvenir sales, program sales, and promotions generated by non-Team Events other than Baseball Novelties.

(d) Sales or rentals of Stadium naming rights as described in Section 15.28, below.

(e) The College shall provide for the Team, without cost, seventy five (75) spaces ("Allocation") for employees, members of the Team and visiting team, press, media, and officials. This Allocation shall be reviewed annually.

(f) All other items of revenue from operations other than Team operations, including, but not limited to, rentals from storefront shops (as described in Section 5.5, above) that may be incorporated into the Stadium.

Section 11.3 is amended to read as follows:

11.3 Team Costs, Expenses, Payments and Reimbursements. The Team shall be responsible for, and shall bear all the costs of or pay or reimburse the College for the following:

(a) All costs of Team operations, including (but not limited to) Concessions operations, as specified in Article VI, above, insurance coverage for Team Events and Team operations, as specified in Article X, above, property insurance for Team-owned property, as specified in Section 10.5, above, telephone and telephone utility costs, as specified in Section 9.2, above, cable television costs, and so forth.

(b) Costs of Field Maintenance, as specified in Section 8.1, above.

(c) Costs of Exterior Maintenance, as specified in Section 8.2, above.

(d) Costs of Facility Services and security services, as specified in Section 8.3, above.

(e) Costs of Janitorial Services, as specified in Section 8.4, above.

(f) Costs of Staging, as specified in Section 8.5, above.

(g) All costs related to providing Concession, Baseball Novelties and novelty/souvenir sales, including supplies, and personnel costs, as described in Article VI, above. The Team shall be responsible for maintaining the Concession equipment in good repair and order, ordinary wear and tear excepted.

(h) The costs associated with the purchase, installation and maintenance of a new state of the art contemporary videoboard/scoreboard as follows:

- (i) The College will bear the initial cost for the purchase, delivery and installation of the new videoboard/scoreboard and the removal of the existing scoreboard in the amount of \$ ("Purchase Price") in addition to any costs accrued thereafter including those associated with a maintenance agreement or any other costs, foreseen and unforeseen, related to the videoboard/scoreboard ("Ancillary Costs").
- (ii) The Team shall reimburse the College for the Purchase Price, in ten equal annual payments, plus any Ancillary Costs incurred by the College in that given year ("Lease Payment").
- (iii) The first Lease Payment shall be due on July 1, 2014 and annually due thereafter on July 1 until the Purchase Price and Ancillary Costs are fully reimbursed with the final payment to be made on

- July 1, 2023 assuming the Team elects the option to renew for a second and third additional five (5) year terms.
- (iv) In the event the Team elects not to exercise its option to renew for a second additional five (5) year term, the remaining eight annual Lease payments that would otherwise be due on July 1, 2016 through July 1, 2023 shall be due in full and paid to the College no later than July 1, 2015.
 - (v) In the event the Team elects the option to renew the second additional five (5) year term but does not exercise its option to renew for a third additional five (5) year term, the remaining three annual Lease Payments that would otherwise be due on July 1, 2021, July 1, 2022 and July 1, 2023, shall be due in full and paid no later than July 1, 2020.
 - (vi) At all times, the College and the County of Rensselaer shall be deemed the "owner" of the videoboard/scoreboard and shall be entitled to retain the videoboard/scoreboard as the property of the College and the County of Rensselaer upon the expiration of this Agreement.
 - (vii) The College shall not be responsible for any damages, including consequential damages, alleged to be incurred by the Team for any delay in the delivery, installation or performance of the video board/scoreboard.
 - (viii) The College shall be entitled to use the video board/scoreboard at its discretion at any non-Team Event.

(i) All applicable state, local, and federal taxes, if any, assessable with respect to Team Events and Team operations. Except as specified above, or as may be specifically provided elsewhere in this Agreement, the Team shall not be responsible for any costs related to the operation and maintenance of the Stadium, unless otherwise agreed upon by the Team and the College.

(j) Costs of Concessions equipment for a first rate stadium.

(k) The costs of Stadium Utilities during the Baseball Season.

(l) The cost of insurance required of the Team.

(m) The Suites Payment. Team shall pay College \$38,000 per year during the Term and each Option Term in consideration of the Team's exclusive right to license the Suites for Team Events during the Baseball Season. College shall receive no revenue from the licensing of the Suites. Licenses for the Baseball Season shall be on terms and conditions reasonably acceptable to the College and which are generally consistent with the College's facility usage plan. The Suites Payment shall be made to College in two (2) equal installments on July 1 and August 15 each year.

Section 11.2(e) of the First Amendment is renumbered 11.3(n) and amended to read as follows:

(n) Effective for the Baseball Season commencing on June 1, 2004, during the Term and each Option Term, the Team shall pay the College \$35,000 per year as a parking rental fee in lieu of College's charging any parking rental fees to patrons of Team Events. Payment of such fee by Team shall be made in two equal installments on July 1 and August 15 each year until the end of the Term, including optioned extensions. The implementation of a parking fee to patrons requires the mutual agreement of Team and College.

Section 12.1 is amended to read as follows:

12.1 Restricted Account for Capital Use for the Stadium. The Team shall pay the College the amount set forth below in two equal installments on June 1 and August 15 for use by the College as a Restricted Account for capital use for capital repairs or improvements to the Stadium:

Years 11 through 15 - \$25,000 each year

No expenditures shall be made from the Restricted Account unless both Team and College agree. Section 2.2 of this Agreement provides that the Team shall give the College notice of its exercise of the option to renew for an additional five (5) year period before June 15, 2015. If the Team exercises its option to renew for the additional five (5) year term commencing on the commencement of the 2017 Baseball Season as defined in section 1.1.5, the College and the Team will review the capital replacement costs occasioned by the use of the Stadium by the Team in the years prior and adjust the capital reserve payments hereunder. Should the Team exercise its option to extend this Agreement, the adjusted capital reserve payments shall be applicable throughout the second and third additional five (5) year renewal option terms with the understanding that such adjustment is not intended to cover the capital budget of the Stadium. If the College and Team are unable to agree, this matter will be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association.

Section 12.2. is amended to read as follows:

12.2 Suite Rentals. During the Term and each Option Term, the Team shall have the use of the Suites and the income therefrom for all Team Events during the Baseball Season in consideration of the Suites Payment.

Section 15.5 is amended to read as follows:

15.5 Notices and Addresses. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by messenger, overnight delivery service, transmitted by telex or telecopier or mailed by registered or certified mail, postage prepaid, to the respective parties at the following addresses or at such other addresses as shall be specified by like notice:

(a) If to College, to:

Hudson Valley Community College
80 Vandenberg Avenue
Troy, New York 12180
Attention: Andrew J. Matonak, President
Telecopy No.: (518) 629-8145

with copies to:

Featherstonhaugh, Wiley, & Clyne, LLP
99 Pine Street
Albany, New York 12207
Attention: Scott J. Ely, Esq.
Telecopy No. (518) 427-0452

(b) If to Team, to:

30 Clubhouse Lane
Scarsdale, NY 10583
Attention: William L. Gladstone
Telecopy No. (914) 478-4906

with copies to:

Richard J. Murphy
Joseph L. Bruno Stadium
80 Vandenberg Avenue
Troy, NY 12180

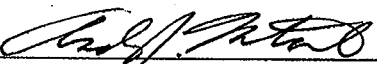
The date of any such notice shall be the date it is sent by fax (with confirmation) or hand delivered, the business day following the date such notice is delivered (all expenses paid) to a nationally recognized overnight delivery service or the date such notice is otherwise received.

This Agreement may be executed in counterparts, which shall be effective when signed by each party and shall constitute one agreement.

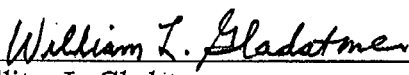
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, this day of March, 2014.

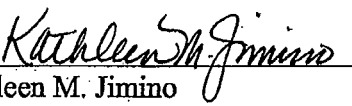
HUDSON VALLEY COMMUNITY COLLEGE

By: 
Name: Andrew J. Matonak
Title: President

TRI-CITY VALLEYCATS, INC

By: 
William L. Gladstone
President

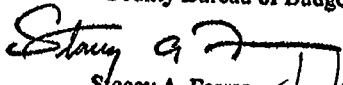
COUNTY OF RENSSELAER

By:  5/21/14
Kathleen M. Jimino
County Executive

Approved as to form

 5/20/14
STEPHEN A. PECHENIK
Rensselaer County Attorney

Approved by the
Rensselaer County Bureau of Budget

 6/20/14
Stacey A. Farrar
Director of Budget

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Hoffman

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/29

RESOLUTION AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISE, INC FOR LEGAL SOFTWARE - COUNTY ATTORNEY

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

WHEREAS, The Rensselaer County Attorney's Office seeks Legislative approval to enter into an agreement with Axon Enterprise, Inc. for legal software for the period beginning November 1, 2026 through November 30, 2026; and

WHEREAS, The Department is required to provide legal services to the Rensselaer County Family Court and local social services for neglect and suspected child abuse matters as well as juvenile delinquency matters pertaining to the Raise the Age mandate; and

WHEREAS, Axon Enterprise, Inc., 18800 N 85th Street, Scottsdale, Arizona 85255 provides secure cloud based legal software for the purpose of interdepartmental and Govemental agency discovery that is required for proper representation of the County; and

WHEREAS, Currently the County's file storage platform has limited ability to seamlessly obtain and store the required voluminous litigation documents which in turn greatly restricts the Attorney's ability to adhere to the various mandates required by the court system; and

WHEREAS, Utilizing New York State OGS Contract no. PM69698 (IT Umbrella Contract) Axon Enterprise, Inc. will provide unlimited cloud-based file storage for a term of five years beginning November 1, 2026; and

WHEREAS, The amount for this service shall not exceed \$7,658.18 for the first year, with a one percent (1%) increase annually, not to exceed \$41,551.60 and has been budgeted for within the 2026 Rensselaer County Adopted Budget via the Department's appropriation code A.1420.04900 for the purpose of said agreement; and

WHEREAS, That any positions, programs, expenditure and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Legal Software	Axon Enterprise, Inc. 17800 N 85 th Street Scottsdale, AZ 85255	A.1420.04900	2026 - \$7,658.18 2027 - \$7,981.56 2028 - \$8,300.83 2029 - \$8,632.86 2030 - \$8,978.17

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

Carl J. Kempf, III, Esq



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-929770-46280DD

Issued: 09/15/2026

Quote Expiration: 12/31/2026

Estimated Contract Start Date: 12/01/2026

Account Number: 512960

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Rensselaer County (NY) Attorney's Office 1600 7th Ave Troy, NY 12180-3410 USA	Rensselaer County (NY) Attorney's Office 1600 7th Ave Troy NY 12180-3410 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Daniel DeGennaro Phone: Email: ddegennaro@axon.com Fax:	Jennifer Turner Phone: 5182702951 Email: jturner@renscony.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$41,551.60
ESTIMATED TOTAL W/ TAX	\$41,551.60

Discount Summary

Average Savings Per Year	\$10,552.40
TOTAL SAVINGS	\$52,762.00

Quote Unbundled Price:	\$94,320.80
Quote List Price:	\$43,738.40
Quote Subtotal:	\$41,551.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00031	Justice Premier Plus Plan	4	60	\$372.17	\$161.41	\$153.34	\$36,801.60	\$0.00	\$36,801.60
A la Carte Services									
100490	Axon Justice - PSO - Fast Pass	1	1		\$5,000.00	\$4,750.00	\$4,750.00	\$0.00	\$4,750.00
Total							\$41,551.60	\$0.00	\$41,551.60

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier Plus Plan	100165	Axon Evidence - Storage - Third Party Unlimited	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	101866	Axon Brief One for Justice	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	101905	Policy Chat	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	101966	Axon Unlimited Smart Detection and Attribute Search	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	102525	Mobile Device Extraction Viewer	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	102610	Axon Community Link	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	11642	Axon Investigate - Third Party Video Support	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	73478	Axon Evidence - Redaction Assistant User License	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	73686	Axon Evidence - Storage - Axon Device Unlimited	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	73838	Axon Evidence - License - Pro for Prosecutor	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	85762	Axon Auto-Transcribe - Justice Access	4	12/01/2026	11/30/2031
Justice Premier Plus Plan	85767	Axon Evidence - Discovery Module Access	4	12/01/2026	11/30/2031

Services

Bundle	Item	Description	QTY
A la Carte	100490	Axon Justice - PSO - Fast Pass	1

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of New York OGS Contract PM69698 (IT Umbrella Contract) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed