

Health Committee

Wednesday, October 7, 2026

COMMITTEE	RESOLUTION	TITLE
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:

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

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

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

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

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

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

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

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

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

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

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

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

(please provide your initials as certification)

Please provide descriptions of promotional, educational or outreach items below

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date October 13, 2026

Resolution No. G/3

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

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

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

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

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

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

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

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

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

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

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

GENERAL FUND REVENUE

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

GENERAL FUND APPROPRIATIONS

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

October 13, 2026

Clerk of the Legislature

Sent to County Executive _____

Received from County Executive _____

Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

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

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

Requested by: HEALTH DEPARTMENT

Sponsor(s): _____

FISCAL IMPACT

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

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

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

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

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

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

e) Other (please explain) \$ _____

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

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

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

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

Department Head

Leonard F. Claus Jr



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

July 6, 2026

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

Re: State Septic System Replacement Fund Round 5
Award Letter

Dear County Executive McLaughlin:

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

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

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

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

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

Sincerely,

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

Maureen A. Coleman
President & CEO

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

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

ACKNOWLEDGMENT BY THE AWARDEE:

Rensselaer County
\$150,000

Program Contact:

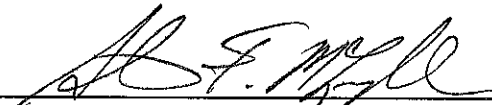
Please update with new information, as needed, on the lines below. If there are no updates, EFC will continue to use the information for the person named here.

Name: Richard Elder

Email: relder@rensco.com

Phone: 518-270-2632

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


(Signature of Authorized Representative)

STEVEN F. M'LAUGHLIN
(Print Name)

COUNTY EXECUTIVE
(Title)

7/7/26
(Date)

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

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

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

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

ANGELA PETRONE

Program Compliance Specialist II
Green Infrastructure and Resiliency Programs

Environmental Facilities Corporation

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

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

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

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

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

Subject: FW: Question

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

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

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

Subject: Question

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

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

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

round 5 will go through?

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

Thank you

Tina

Tina Van Epps

Sr. Fiscal Coordinator

Rensselaer County Health Department

1600 7th Ave, 5th Floor

Troy, NY 12180

(518) 270-2661 Phone

(518) 270-2638 Fax

tvanepps@renscony.gov (effective 9/25)

tvanepps@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 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.