County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Meeting Agenda

Monday, September 22, 2025

5:00 PM

Harold L. Joyce Albany County Office Building
Cahill Room - First Floor

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AMENDING THE PUBLIC USE PLAN FOR THE LAWSON LAKE PROPERTY

3. AUTHORIZING RENEWAL OF AN AGREEMENT WITH POLYDYNE, INC. REGARDING THE PURCHASE OF LIQUID MANNICH POLYMER

4. AUTHORIZING AN AGREEMENT WITH THE ALBANY HOUSING AUTHORITY REGARDING EASEMENT ACCESS FOR THE STEAMBOAT SQUARE REVITALIZATION PROJECT

5. AUTHORIZING AN AGREEMENT WITH MID-STATE INDUSTRIES, LTD REGARDING REPLACEMENT OF THE LOWER ROOF AT THE MVP ARENA

6. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REGARDING THE NEW YORK STATE HIGHWAY SAFETY PROGRAM GRANT FUNIDING

7. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REGARDING THE CHILD PASSENGER SAFETY PROGRAM GRANT FUNIDING

8. AMENDING THE 2026 DEPARTMENT OF PUBLIC WORKS BUDGET: AUTOMOBILE PARTS AND SUPPLIES

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Meeting Minutes

Tuesday, August 26, 2025

5:00 PM

Harold L. Joyce Albany County Office Building
Cahill Room - First Floor

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:

2. AUTHORIZING ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE COUNTY INFRASTRUCTURE GRANT PROGRAM REGARDING THE ALBANY COUNTY HELDERBERG-HUDSON RAIL TRAIL FREIGHT DEPOT RENOVATION PROJECT AND AMENDING THE 2025 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION, AND PLANNING BUDGET

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. AMENDING RESOLUTION NO. 705 FOR 2024 AS AMENDED REGARDING WINTER MAINTENANCE ON STATE ROADS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AUTHORIZING ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE COUNCIL ON THE ARTS REGARDING LEASEHOLD IMPROVEMENTS TO THE SHAKER MEETING HOUSE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

5. AUTHORIZING AN AGREEMENT WITH MJG CONSTRUCTION GROUP, LLC REGARDING THE STEDMAN HOUSE RENOVATION PROJECT

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTYNY.GOV

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

August 21, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Chairwoman Cunningham,

We respectfully request the amendment of the Lawson Lake public use plan to remove the prohibitions against overnight camping from specified organizations and open fires. Lawson Lake currently has tent platforms built along the hiking trail, as well as a large campfire pit near the lodge. The Department of Parks and Recreation and the Office of the County Executive have been working to develop long term goals for the use of this park, and would like the public use plan to be updated to reflect the changing goals and uses of the property. Our goal is for both activities to be available with permission on the property.

As we develop guidelines for increased public use for the various amenities at Lawson Lake, it is important that the public use plan is updated to remain accurate.

If you have questions, please reach out to my office or the Department of Parks and Recreation.

Sincerely,

Daniel P. McCoy

Daniel P. McCoy
Albany County Executive

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6805, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to amend the Lawson Lake public use plan

Date: 8/21/25
Department: Parks and Recreation
Attending Meeting: Bakary Janneh
Submitted By: Anna Sapak
Title: Policy Analyst
Phone: 447-7040

Purpose of Request: Amending prior Legislation Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal:	Enter text.	County:	Enter text.
State:	Enter text.	Local:	Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐
# of Response(s): Enter text.
# of MWBE: Enter text.
# of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Resolution 415 for 1997; resolution 136 for 2022

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The Department of Parks and Recreation and the County Executive's Office are requesting to amend the Lawson Lake public use plan to reflect current use and prohibitions. Specifically, we request the removal of overnight camping and open fires from the list of prohibited uses and activities. Lawson Lake has tent platforms and a concrete campfire ring, which are within view of regular visitors and hikers, and which can be safely used. To reflect current use and the County's future use goals, we request the amendment of the public use plan.

RESOLUTION NO. 415

AUTHORIZING A LICENSE AGREEMENT REGARDING THE LAWSON LAKE PROPERTY AND CAMP OPPORTUNITIES, INC. AND ADOPTING A PUBLIC USE PLAN FOR THE LAWSON LAKE PROPERTY FACILITATING PUBLIC ACCESS FOR PASSIVE USE

Introduced: 12/22/97
By Conservation and Improvement Committee, Messrs. Richardson, Clouse, Gordon, Collins, Donohue and Ms. McKnight:

WHEREAS, The County of Albany owns a parcel of land located in the Towns of Coeymans and New Scotland known as Lawson Lake, this property includes a lake, trails, a number of cabins, lodges, recreational facilities and a house, and

WHEREAS, The property and facilities are used by community groups, school districts and other organizations for recreational and educational activities, and

WHEREAS, A day camp program benefiting urban youth and their families has been operated at the Lawson Lake property since 1967 by Camp Opportunities, Inc., a not-for-profit corporation servicing more than 700 families each year, and

WHEREAS, There exists the potential to develop new, passive use recreational facilities open to the general public in a cooperative manner that does not interfere with the continued operation of the programs of Camp Opportunities, Inc., and

WHEREAS, Camp Opportunities, Inc., in consideration for its use of the property, has in the past and currently continues to provide resources for a significant share of the necessary maintenance, management, oversight and security of this Albany County property and its facilities, including the employment of an on-site caretaker, and

WHEREAS, Since the County purchase of the property in 1979, a formal use agreement has never existed between the operators of Camp Opportunities, Inc. and Albany County, and such an agreement is now deemed necessary and prudent for the maximum public use of the Lawson Lake property, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a license agreement on behalf of the County of Albany with Camp Opportunities, Inc. for the use of the Lawson Lake property in accordance with the terms set forth in the licensing agreement and the public use plan approved and adopted herein, and, be it further

RESOLVED, That the term of the license agreement shall be for five years commencing on January 1, 1998 and ending on December 31, 2002, and, be it further

RESOLVED, That the Albany County Legislature hereby adopts the Public Use Plan for the Lawson Lake Property, attached hereto as Appendix "A", and, be it further

RESOLVED, That the County Attorney is authorized to approve said license agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Resolution was amended by Mr. Richardson as follows: On page 3 of Appendix "A" under the Parking paragraph, amend the second sentence to read: "Contingent upon the same enumerated considerations, a backup parking site will be located south of the west side day camp road and west of Lawson Lake Road, within the gate if practicable, and if not practicable, as close as possible to the gate."

Amendment was passed by unanimous vote.

On roll call vote on the resolution as amended the following voted in favor: Mss. Barlette, Benedict, Messrs. Bray, Cannizzaro, Clouse, Collins, Commisso, Ms. Connolly, Messrs. Crummey, Darbyshire, DeCecco, Dennis, Ms. Denison, Messrs. Domalewicz, Donohue, Ethier, Gordon, Graziano, Grudecki, Houghtaling, Infante, Joyce, Laudato, Mss. Maffia-Tobler, McKnight, Mr. Nowicki, Ms. Reed, Messrs. Richardson, Riddick, Ms. Robinson, Messrs. Ross, Rueckert, Russo, Sherman, Ward, Ms. Wiley and Mr. Young -- 37.

Those opposed: -0-.

Resolution was adopted. 12/22/97

Appendix "A" Resolution No. 415 for 1997

PUBLIC USE PLAN
FOR
THE LAWSON LAKE PROPERTY

INTRODUCTION

This plan is intended to identify steps to be taken by the County to provide public access and passive recreational use of the Lawson Lake property. Since 1980, the property has been used regularly by Camp Opportunities, Inc., an organization that provides inner-city children with summer recreational programs, in addition to short-term use by schools, organizations, and groups.

PUBLIC ACCESS

Loop-trail

A newly developed loop trail will be accessible year round at the south end of the property on the west side of Lawson Lake Road. The loop trail will be accessible from a trail head adjacent to a parking area.

East Shoreline

The lake's east shoreline will be accessible year-round from two points: a drop-off point located on an improved pull-off along Lawson Lake Road and via an existing cleared shoreline access path starting just inside the main gate to the west side day camp.

West Shoreline

During those times of the year when Camp Opportunities is not in session and at other times when the camp is not in operation, such as on weekends during the summer months, public access to the west shoreline will be available for the purpose of shoreline fishing and launching canoes and other cartop vessels.

West Side Day Camp

Public access to the west side day camp will be available when Camp Opportunities is not in operation, including weekends during the summer months when the facility is not in use by Camp Opportunities. Use of the west side day camp by local schools, organizations, and groups will be by reservation only, following review by the County Office of Natural Resources in consultation with the County Department of Law and the County Department of Public Works. Applications will be processed within ten (10) business days of the submission of a fully completed application form.

East Side Day Camp

Public access to the east side day camp will be available when Camp Opportunities is not in operation. Use of the east side day camp by local schools, organizations, and groups will be by reservation only, following review by the County Office of Natural Resources in consultation with the County Department of Law and the County Department of Public Works. Applications will be processed within ten (10) business days of the submission of a fully completed application form.

Drop-Off Sites

Two new drop-off access points to the lake shore will be developed. One will be located at an improved, widened pull-off along the shoulder of Lawson Lake Road with immediate access to the east shoreline fishing area. This site will include a stairway or other means as needed to provide convenient, year-round access for cartop vessel drop off and shoreline fishing. The second site will be established near the existing beach area adjacent to the west side day camp. This site will be available for use when Camp Opportunities is not in operation. The site will include two handicap parking spaces, while other visitors will return their vehicles to the new parking area as described in the Implementation section below.

ALLOWABLE USES AND ACTIVITIES

Trail Use

The public will be afforded the opportunity to engage in a wide variety of multi-seasonal, passive recreational uses on the Lawson Lake property. Hiking, bird watching, nature study, snowshoeing, and cross-country skiing will be provided on a loop trail to be developed in the wooded area south of the lake.

Fishing (including ice fishing)

Shoreline fishing will be available year-round from the lake's east shore and from the west shore during the months when Camp Opportunities is not in session. Fishing from canoes and other cartop vessels will also be available on a year-round basis. In addition, use of the lake as a locally popular ice fishing area will continue to be available during the winter months.

Boating

This plan provides for the use of canoes and similar portable, cartop craft on the lake. In order to facilitate this use, a readily accessible drop-off point will be located at each of the respective lake shores. As with shoreline fishing, the east shore drop-off will be accessible year-round; however, use of the west shore drop-off will be available when Camp Opportunities day camp program is not in operation. It is important to note that no motorized craft or larger vessels requiring trailers will be allowed under any circumstances. Prohibition on the use of boat trailers is intended to preclude the possible introduction of problematic species such as water chestnut and zebra mussel which can be readily picked up in area waters such as the Hudson and Mohawk rivers.

Camp Opportunities Day Camp

Use of the facility by Camp Opportunities for the purpose of operating its summer day camp program shall be in accordance with a License Agreement executed between Camp Opportunities and the County.

Other Uses

Use of Lawson Lake for outdoor education and recreation programs and activities by schools, organizations and other groups is encouraged. Use of the west side and east side day camp facilities for these purposes is available by reservation. Family picnicking will be allowed in designated areas of the west side and east side of the lake.

Prohibited Uses and Activities

Given the aforementioned permitted uses, various uses and activities will be expressly prohibited. These include, but are not necessarily limited to, swimming, open fires, overnight camping, hunting, trapping, motorized vehicles, motorized boats and large craft requiring trailers, and consumption of alcoholic beverages*. All such prohibited uses and activities will be clearly posted on public informational signs to be placed at strategic locations on the property. *The consumption of alcohol may only be allowed under special permit approved by the County.

IMPLEMENTATION

The immediate objectives of this plan, which include provision of public access to the property for passive recreational use and parking for facility users, will be satisfied by implementation of the following components:

Boundary Posting

The irregular nature of the park boundaries, private ownership of two inholdings, and presence of numerous existing trails that cross property lines will require meeting with adjacent landowners to address questions of trail use and access and to assist in the accurate placement of boundary postings. Preliminary boundary posting will rely upon deed directions, tax maps and landowner feedback.

Parking

A gravel-based parking area of approximately 10 spaces will be constructed at a preferred site located within the gate, south of the west side day camp road in an area currently covered by trees, contingent upon the following considerations; Traffic safety; Environmental factors; Engineering factors; and Cost considerations. Contingent upon the same enumerated considerations, a backup parking site will be located south of the west side day camp road and west of Lawson Lake Road, within the gate if practicable, and if not practicable, as close as possible to the gate. The general location of the parking area will be designed in concert with the siting of the trail head and connector spur for the loop trail as discussed below, in addition to providing maximum oversight of facility use by the property caretaker. The exact placement of the parking area will be determined following consideration of site specific conditions including area requirements and existing grade.

Trails

A loop trail in the southern portion of the property on the west side of Lawson Lake Road will be developed utilizing portions of an existing trail system at its base. While the majority of the existing trail is clearly discernible and in need of minimal improvements, certain portions demonstrating wet, slippage prone, or otherwise sensitive conditions will be realigned and/or rehabilitated as necessary. Trail access will be through a linkage extending from a trail head in the vicinity of the parking area to the loop trail itself. A warming shed will be provided by the County located in close proximity to the parking lot.

Public access to the lake, and particularly, to the shoreline fishing area on the east shore, will be afforded by an existing path beginning just inside the main gate at the entrance to the west side day camp. Portions of this path may be seasonally wet following snow melt or heavy rains; however, no improvements are planned at this time due to cost and regulatory constraints.

Specifically, the most cost-effective remedial measure, involving placement of substantial fill to raise the grade above seasonally wet conditions, would be prohibited under provisions of State and Federal wetland regulations. Furthermore, the only feasible alternative deemed acceptable to the NYS Department of Environmental Conservation would involve installation of a raised boardwalk over wetland areas. Based on preliminary design undertaken by the County Division of Plans and Projects, the cost estimate for such a boardwalk is considered prohibitive under current fiscal conditions. As a future consideration, however, fiscal constraints to constructing this boardwalk may be alleviated by securing outside funding support such as subsequent rounds of 1996 Clean Water/Clean Air Bond Act assistance.

Signage

In addition to boundary posting, trail markers will be placed at regular intervals on the loop trail to guide trail users along the intended route. This is particularly important given that the existing trail forming the basis of the loop trail is only one portion of an unmarked trail network located south of the lake.

In order to ensure public safety and safeguard the natural and structural integrity of the facility, public informational signs will be posted at strategic locations throughout the property clearly detailing prohibited uses and activities (e.g. swimming, open fires, camping, hunting, trapping, motorized vehicles, alcoholic beverages, etc.), as well as signs indicating that this is a "carry in, carry out" facility relative to the absence of rubbish bins. In addition, a large informational sign will be erected at the parking area to assist in educating the public about the property and how it should be used. This may include a list of regulations, map of the trail, hours when the park is open to the public, and other pertinent information.

East Shore Lake Access

In compliance with environmental and other pertinent regulations, the County Department of Public Works (DPW) will widen a shoulder area along Lawson Lake Road for use as a drop-off point for canoes and other portable, cartop craft, but actual parking will be prohibited at this site and limited to the new parking area discussed above. In addition, DPW will install a wooden stepway or other suitable means to negotiate the steep slope from the drop-off point at road level to the shoreline to facilitate lake access. It should be noted that implementation of these measures is dependent on satisfactory compliance with any applicable environmental regulations. As mentioned above, shoreline fishing will continue to be provided from the east shore and will be accessible from the designated parking area via an existing path along the shoreline.

West Shore Lake Access

This plan will accommodate lake access for the purpose of fishing and use of canoes and other portable, cartop craft from the west shoreline when Camp Opportunities' is not in operation. At these times, vehicle access will be permitted through the main gate to a second drop-off point at the existing beach area where cartop vessels may be unloaded and picked up. With the exception noted below, actual parking will be prohibited at this site and limited to the new parking area discussed above.

As an added provision of this plan, two designated handicap parking spaces will be located proximate to the west shore drop-off site, thereby providing ready access to the lake for physically disadvantaged individuals. Only vehicles with official handicap parking license plates or displaying other acceptable demonstration of a visitor's physical disability will be allowed to utilize these spaces while at the facility. As mentioned above, all other users must park their vehicles in the designated public lot.

Other Considerations

In order to afford use of the loop trail for cross-country skiing and other passive winter activities, snow plowing of the parking area will be carried out by County DPW crews during routine plowing of County Route 109.

Finally, as relates to security issues, the proximity of the Caretaker's house to the parking area will facilitate oversight and policing of the park by the facility caretaker. Additionally, the property should be periodically checked by the Albany County Sheriff's Department during regular patrols in the Lawson Lake vicinity.

Local law enforcement officials will be notified of events involving special use permits.

Annual Review

There shall be an annual review of this public use plan by the Albany County Conservation and Improvement Committee. This review shall include, but not be limited to, an evaluation of the implementation status of this plan and subsequent enhancements to same as well as reports concerning the annual receipts and disbursements records for the facility and compliance with the federal acquisition agreement dated 5/31/79, Land and Water Conservation Fund Grants manual and subsequent revisions of same.

UNITED STATES DEPARTMENT OF THE INTERIOR
Heritage Conservation and Recreation Service
Land and Water Conservation Fund Project Agreement

State	New York	Project Number	36-00726
Project Title	Lawson Lake Acquisition		
Project Period	Approval to 12/31/84	Project Stage Covered by this Agreement	Entire

Project Scope (Description of Project)

Acquisition of 500+ acres of land including a Lake for park purposes by the County of Albany in fee simple. The property is located west of the Town of Coeymans and south of New Scotland.

Project Cost		The following are hereby incorporated into this agreement:
Total Cost	$ 594,000	1. General Provisions (HCRS Manual)
Fund Support not to exceed 50% Fund Amount	$ 297,000	2. Project Application and Attachments.
Cost of this Stage	$ 594,000	3.
Assistance this Stage	$ 297,000	4.

HCRS 8-92

The United States of America, represented by the Director, Heritage Conservation and Recreation Service, United States Department of the Interior, and the State named above (hereinafter referred to as the State), mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), the provisions and conditions of the Heritage Conservation and Recreation Service Manual (Grants-in-Aid Series), and with the terms, promises, conditions, plans, specifications, estimates, procedures, project proposals, maps, and assurances attached hereto or retained by the State and hereby made a part hereof.

The United States hereby promises, in consideration of the promises made by the State herein, to obligate to the State the amount of money referred to above, and to tender to the State that portion of the obligation which is required to pay the United States' share of the costs of the above project stage, based upon the above percentage of assistance. The State hereby promises, in consideration of the promises made by the United States herein, to execute the project described above in accordance with the terms of this agreement.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

In witness whereof, the parties hereto have executed this agreement as of the date entered below.

THE UNITED STATES OF AMERICA

By ______________________

Chief, Grants Division
(Signature)

Heritage Conservation and Recreation Service
United States Department of the Interior

Date FEB 5 1979

STATE

New York

By ______________________
(Signature)

Joseph V. McCartin
(Name)

Deputy Commissioner for Administration and Fiscal Affairs
(Title)

INT 4770-78

Lawson Lake Acquisition

State of New York
Office of Parks and Recreation
Albany, New York 12238

C154290

PROJECT NO. 36-00726

MUNICIPALITY County of Albany

COUNTY Albany

AGREEMENT

THIS AGREEMENT made the 31st day of May, 1979 by and between the Commissioner of Parks and Recreation of the State of New York, hereinafter referred to as "Commissioner," acting for and on behalf of the people of the State of New York, and the County of Albany hereinafter, referred to as "Municipality."

WITNESSETH:

WHEREAS, the Commissioner, pursuant to Section 3.09 of the Parks and Recreation Law, has been designated to act as the State Agent for the receipt and administration of any Federal grants or advance of funds for the assistance of any project, program, or activity, and

WHEREAS, as State Agent, he has entered into an Agreement, dated the 5th day of February, 1979, with the United States of America, acting by and through the Bureau of Outdoor Recreation of the United States Department of the Interior (hereinafter called "BOR") for the payment of Federal Assistance for the municipal project hereinafter described (hereinafter referred to as "PROJECT"), with a maximum grant of $ 297,000, and

WHEREAS, the Municipality hereby assures Parks that it has available sufficient funds to meet its share of the cost of such projects as authorized by the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), and acts amendatory thereto, and

WHEREAS, the Municipality has filed an application pursuant to said Land and Water Conservation Fund Act of 1965 for Federal Assistance toward the cost of said project, the purpose and scope of which are set forth in Schedule B, entitled "Project Description, Construction, and Payment Schedule," attached hereto and made a part thereof, and

WHEREAS, the County of Albany represents and warrants that it has the appropriate authorization to enter into this agreement, and such authorization is in form and substance satisfactory to the Commissioner, and

WHEREAS, the County of Albany further represents that it has available sufficient funds to meet its share of the cost of such project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties herein made by and between the parties hereto, one with the other, it is hereby agreed as follows:

1. The parties shall comply with all terms and conditions set forth in attached Schedule A, entitled "Statutory Requirements of the State of New York"; Schedule B, entitled "Project Description, Construction and Payment Schedule"; and Schedule C, if any, entitled "Other Conditions"; each of which is initialed by the parties hereto and which Schedules are incorporated herein and made a part hereof, as if fully and completely set forth herein, and are hereinafter referred to as Schedules "A," "B," and "C," respectively.

2. The MUNICIPALITY shall complete the Project as set forth in Schedule B, and failure to render satisfactory progress or to complete the project to the satisfaction of the Commissioner may be deemed an abandonment of the project and cause for the suspension or termination of any obligation of Parks hereunder.

3. In the event the MUNICIPALITY should be deemed to have abandoned the project, as more fully described in paragraph 2 above, for any reason or cause other than a national emergency or an Act of God, all monies paid hereunder to the MUNICIPALITY by the State shall be repaid to the State within one year after demand. If such monies are not repaid within one year after such demand, the State Comptroller may cause to be withheld from any State assistance to which the MUNICIPALITY would otherwise be entitled an amount equal to the monies.

4. The MUNICIPALITY shall comply with all applicable requirements of Federal, State, and Local laws, rules and regulations, especially as they relate to the construction and completion of the project and contracts in connection therewith including any bid conditions which may be applicable within a particular geographic area because of the Governor's Affirmative Action Program for such area relating to minority employment.

5. Unless otherwise agreed to in writing by the Commissioner, this Agreement shall be null and void if the MUNICIPALITY fails to submit to our Regional Office project plans and specifications within ninety (90) days from the date of contract signature and must accept bids within thirty to sixty (30-60) days of notice of approval for the submitted plans and specifications.

6. The estimated reasonable cost of the eligible Project is determined by the Commissioner to be $ 594,000. In accordance with Parks and Recreation, Commissioner's Directive No. 12, cost overruns will not receive assistance and must be funded by the MUNICIPALITY.

7. Construction contracted for by the MUNICIPALITY shall meet the following requirements:

a. Contract plans, specifications, and cost estimates shall be submitted to the Commissioner for review and approval prior to letting of any construction contract. All approved plans and specifications shall become a part of this agreement, and no change or revision thereof may be made without the express written consent of the Commissioner or his duly authorized representative.

OM-89 11/78 1M

b. Contracts for construction in excess of $3,500 shall be awarded after competetive bidding in accordance with the provisions of the General Municipal Law. A Certified copy of a summary of all bids shall be submitted to the Commissioner prior to awarding, and an executed copy of the construction contract will thereafter be submitted to the Commissioner.

c. The MUNICIPALITY shall inform all bidders on contracts for construction in excess of three thousand five hundred dollars ($3,500) that Federal funds are being used to assist in construction.

8. The MUNICIPALITY shall:

a. Submit to the Commissioner such reports, documents, data, and other information as he may from time to time request.

b. Submit all claims for payment in a form acceptable to the Comptroller of the State of New York.

c. Keep accurate and separate accounting and fiscal records; maintain an efficient and accurate cost keeping system for records of all receipts and disbursements of all funds attributable to this Project, and shall produce such records for examination at such reasonable time or times as may be designated by the Commissioner and/or the State Comptroller or their duly authorized representatives and shall permit extracts therefrom and copies thereof to be made by said Commissioner or State Comptroller or their duly authorized representatives; and shall maintain a separate construction account or accounts which shall reflect the credit of all funds from whatever source provided, promptly upon receipt thereof.

d. Proceed expeditiously with and complete the Project in accordance with the application, plans and specifications, or amendments thereto approved by the Commissioner.

e. Commence operation of the Project upon completion thereof and will not discontinue operation or dispose of the Project without the prior written approval of the Commissioner.

f. Operate and maintain the Project in accordance with applicable laws, rules and regulations.

g. Allow the Commissioner or his representatives unrestricted access to the work during the preparation and progress thereof, and provisions shall be made in all construction contracts relating to the Project for such access and inspection by the Commissioner or his representatives.

9. The MUNICIPALITY warrants that:

It has the legal status necessary to enter into this Agreement and that the person signing the same is authorized to do so.

10. In the event funds should not be available for future stages of the Project, if any, the MUNICIPALITY shall bring the Project to a point of usefulness agreed upon by BOR, Parks, and the MUNICIPALITY.

11. Project costs eligible for Federal assistance shall be determined upon the basis of the criteria set forth in the BOR Manual, and the New York State Finance Law.

12. Property and facilities acquired or developed pursuant to this Agreement shall be thereafter available for inspection by BOR and Parks personnel upon request.

13. The MUNICIPALITY may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement. A project shall be deemed comenced when the MUNICIPALITY makes any expenditures or incurs any obligation with respect to the project.

14. Failure by the MUNICIPALITY to comply with the terms of this Agreement or any similar agreement may be cause for the suspension of all obligations of Parks hereunder.

15. This Agreement shall become effective upon approval by the Attorney General and by the State Comptroller in accordance with the provisions of the State Finance Law.

16. This Agreement contains all of the provisions, conditions and promises agreed to between the parties hereto and shall continue in full force and effect until the Project covered by this Agreement is completed and final payment is made by the State in accordance with the provisions of Schedule B attached hereto, unless specifically otherwise provided for herein.

17. Any amendment to this Agreement, including Schedules A, B, and C, or extensions of time resulting from change orders or changes in payment or construction schedules shall be made in writing and signed by the Commissioner or his duly authorized representative.

18. The relationship of the MUNICIPALITY to the State is that of an independent contractor, and said MUNICIPALITY, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation, unemployment insurance benefits, social security coverage, or retirement membership or credit.

19. The MUNICIPALITY hereby agrees to indemnify, save and hold harmless the State and all its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work and services provided for herein and further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising hereunder.

20. Special Conditions.

The MUNICIPALITY agrees that:

a. It shall at all times provide and maintain competent and adequate supervision, as required by Law, who will be responsible for assuring that all construction conforms to the approved plans and specifications and for certifying to the MUNICIPALITY.

b. It is expressly understood and agreed that should the Federal Government for any reason disallow, disapprove or fail to fully reimburse the State for any portion or all of the Federal Assistance approved for this project, the MUNICIPALITY shall reimburse the State in full for all expenditures so paid. If the MUNICIPALITY shall fail to reimburse the State within one year after notice of such disapproval, disallowance, or failure, the State Comptroller shall cause to be withheld from any State assistance to which the MUNICIPALITY would otherwise be entitled, an amount sufficient to reimburse the State in full.

c. The MUNICIPALITY shall not at any time sell or convey any property or facility acquired or developed pursuant to this Agreement, nor shall the MUNICIPALITY convert such property or facility to any use other than a public outdoor recreation use without the express authority of an act of the Legislature and the consent of the Secretary of the Interior.

d. The MUNICIPALITY shall at its own cost and expense, operate and maintain, or cause to be operated and maintained, for the intended public use, the property or facilities acquired or developed pursuant to this Agreement in the manner and according to the standards set forth in the BOR Manual.

e. The acquisition cost of real property shall be based upon the appraisal of a competent appraiser. The reports of such appraisers shall be made available for inspection and review by Parks and approval by BOR.

f. The MUNICIPALITY shall not discriminate against any person on the basis of residence, except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence.

g. The MUNICIPALITY shall comply with the policies and procedures set forth in the Bureau of Outdoor Recreation Manual. Said Manual is hereby incorporated into and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

EXECUTIVE DEPARTMENT
OFFICE OF PARKS AND RECREATION

J. U. McCarton
(Title)

COUNTY OF ALBANY, N.Y.
Municipality

By James J. Coyne
(Title)
COUNTY EXECUTIVE

APPROVED

Date: ______________

APPROVED AS TO FORM

APPROVED AS TO FORM
ROBERT ABRAMS

Date: JUL 2 - 1979
Attorney General

BY, DONALD ...
By ______________
Assistant ASSISTANT Attorney General ... GENERAL

For the State Comptroller
APPROVED JUL 30 1979
FOR THE STATE COMPTROLLER

STATE OF NEW YORK)
) SS.:
COUNTY OF Albany)

On the 31st day of May, 1979, before me personally came James J. Coyne, to me known to be the County Executive (Title), of the County of Albany (Municipality) described herein, and who executed the foregoing instrument as such County Executive (Title), pursuant to authority contained within a resolution of the County Legislature (Governing Body) of the County of Albany (Municipality) duly adopted on April 9, 1979 (Date), 19_____, and he acknowledged that he executed the same in such capacity.

Thomas G. Clingan
~~Notary Public~~
THOMAS G. CLINGAN
Commissioner of Deeds
City of Albany, N. Y.
My Commission Expires Dec. 31, 1980

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

On this ________ day of ________, 19____, before me personally came ________, to me known and known to me to be the ________, of the Office of Parks and Recreation, the person described as such in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the Commissioner of the Office of Parks and Recreation for the purpose therein mentioned.

____
Notary Public

APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) the minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

1.) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than —

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin.

(c) there may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) this contract may be cancelled or terminated by the State of municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) the aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order No. 45, dated January 4, 1977, effective February 4, 1977, that:

(a) the contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) if the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC), the contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order No. 45 (1977).

(c) the contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

•(d) the contractor will comply with all the provisions of Executive Order No. 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

•(e) if the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order No. 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order No. 45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

•(f) the contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3(b) of Executive Order No. 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (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 his knowledge and belief:

•NOTE: *Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.*

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 prior to opening, directly or indirectly, to any other bidder or to any competitor;

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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purposes of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposes or pending publication of new or revised price lists for such time, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of sub-paragraph one (a).

SCHEDULE B

PROJECT DESCRIPTION, CONSTRUCTION, AND PAYMENT SCHEDULE
LAND AND WATER CONSERVATION FUND

County of Albany (Name of Municipality) — Albany (County)

I. PROJECT DESCRIPTION
The Project to be completed pursuant to this Agreement is described as follows:

Acquisition of 500+ acres of land including a lake for park purposes by the County of Albany in fee simple. The property is located west of the Town of Coeymans and sough of New Scotland.

II. CONSTRUCTION SCHEDULE:
The Project will be constructed in accordance with the following schedule:

2/5/79 - 12/31/84

III. PAYMENT SCHEDULE:
A. The Federal share of the Project Cost as set forth in this Agreement shall be paid to the Municipality in installment payments as follows:
1. A first installment equal to not more than one-third of the Federal share of the Project Cost when not less than one-third of the construction of the Project is completed in the opinion of the Commissioner.
2. A second installment equal to not more than one-third of the Federal share of the Project Cost when not less than two-thirds of the construction of the Project is completed in the opinion of the Commissioner.
3. A third installment equal to not more than one-third of the Federal share of the Project Cost when the construction of the Project is completed, inspected and in operation of the opinion of the Commissioner.
4. Five (5) percent shall be retained by the Commissioner from each installment payment described above, which retained amount shall be paid to the Municipality only upon final audit by the Comptroller and final acceptance by the Commissioner of the Project as operating satisfactorily in accordance with applicable law, rules, and regulations.

B. The Municipality shall submit with each claim for payment pursuant to Paragraph A of Section III of this Schedule B, a certificate, by the professional engineer or other appropriate person required by Schedule C of this Agreement to provide resident supervision and inspection, which certificate shall (a) specify the percentage of completion and (b) attest that the Project construction is in accordance with the plans and specifications approved by the Commissioner.

UNITED STATES
DEPARTMENT OF THE INTERIOR
Heritage Conservation and
Recreation Service

State New York

Project Amendment No. 1

AMENDMENT TO PROJECT AGREEMENT

THIS AMENDMENT To Project Agreement No. 36-00726 is hereby made and agreed upon by the United States of America, acting through the Director of the Heritage Conservation and Recreation Service and by the State of New York pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964).

The State and the United States, in mutual consideration of the promises made herein and in the agreement of which this is an amendment, do promise as follows:

That the above mentioned agreement is amended by adding the following:

Change Scope

From: 500+ acres
To: 433± acres

In all other respects the agreement of which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

THE UNITED STATES OF AMERICA

By William E. Fitzgerald
(Signature)

OUTDOOR RECREATION PLANNER
(Title)

Heritage Conservation and
Recreation Service
United States Department of
the Interior

Date 6/10/80

STATE

New York
(State)

By [signature]
(Signature)

Vincent Stallone, Jr.
(Name)

Director, Fiscal Management
(Title)

HCRS 8-92a

INT 4769-78

Sheet 1

JLM

Sara/Cap
Rob Parlin

36-00726

THIS AGREEMENT made the 15th day of December, 1980 by and between the People of the State of New York acting by and through the Commissioner of Parks and Recreation, New York State Executive Department, Office of Parks and Recreation, hereinafter referred to as "Commissioner", acting for and on behalf of the State of New York and the County of Albany hereinafter referred to as "Municipality".

WHEREAS, the Commissioner and Municipality have heretofore entered into a certain Agreement dated the 31st day of May, 1979 designated as Comptroller's Contract No. C-154290, (hereinafter referred to as Agreement).

WHEREAS, the parties hereto desire to amend the said Agreement for the sole purpose of Change Scope

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement and herein, the parties hereto do agree as follows:

1. The Agreement is hereby amended for the express purpose of Change Scope

   From: 500+ Acres
   To: 433± Acres

2. In all other respects, the said Agreement shall remain in full force and effect.

STATE OF NEW YORK)
COUNTY OF Albany) SS:

On the 15th day of December, 1980 before me personally came James J. Coyne, to me known to be the County Executive (Title) of the County of Albany (Municipality) described herein, and who executed the foregoing instrument as such County Executive (Title) pursuant to authority contained within a resolution of the County Legislature (Governing Body) duly adopted on April 9, 1979 and he acknowledged that he executed the same in such capacity.

Thomas G. Clingan

~~Notary Public~~

THOMAS G. CLINGAN
Commissioner of Deeds
City of Albany, N. Y.
My Commission Expires Dec. 31, 19...

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

~~On this~~ 31st day of December, 1980, before me personally came J. T. McCarten, to me known and known to me to be the Deputy Commissioner, of the Office of Parks and Recreation, the person described as such in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the Commissioner of the Office of Parks and Recreation for the purpose therein mentioned.

Joan P. Edwards

Notary Public
JOAN P. EDWARDS
Notary Public, State of New York
Qualified in Albany County
No. 4699314
Commission Expires March 30, 1981

FINAL ON-SITE INSPECTION REPORT

State New York

Date of Inspection 7/31/84

Project # 36-00726

Project Title Lawson Lake Acquisition

Project Period 2/5/79 - 12/31/84

Type of Project:

Inspector H. H. Hagemann, Jr.
Title/Agency Reg. Program Specialsit

A - Acquisition	x
D - New development	
R - Renovation development	
C - Combination	

Accompanied By
Title/Agency

Prior Inspections:
Date 4/78 Type Pre-Award
Date Type

		YES	NO
1.	Has work been completed in accord with the Project Agreement? (if NO, explain below).	N/A	
2.	Have there been changes in facilities and/or site location? (if YES, explain below).		x
3.	Are all facilities accessible to the handicapped? (if NO, explain below).		x
4.	Could the area or facilities have been improved from a utilitarian or aesthetic standpoint? (if YES, explain below).		x
5.	Are there any features which detract from the area? (If YES, explain below).		x
6.	Has relocation, if any, been completed? (if NO, explain below).	N/A	
7.	Is the present maintenance and/or operation satisfactory? (If NO, explain below).	x	
8.	Is the Land and Water Conservation Fund sign prominently displayed? (if NO, explain below).	x	
9.	Is the area used by general public? (if NO, explain below).	x	
10.	Photographs with descriptive captions are included.	N/A	

At the time of the site visit, the facility was in full use by a summer camp program. Maintenance appeared to be very adequate. Signage for both park and LWCF was visible and aesthetically pleasing. A good project.

Notes to future inspectors:

Reviewed by: Signature

Title

Signature *Harold H. Hagemann Jr.*
Inspector

Title Regional Program Specialist

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

NEW YORK STATE EXECUTIVE DEPARTMENT

BY: Deputy Commissioner, Parks & Recreation

County of Albany, NY
(Municipality)

BY:

APPROVED

JAN 23 1987

Date:

For the State Comptroller

APPROVED AS TO FORM:

Date:

Attorney General

Assistant Attorney General

APPROVED AS TO FORM
NEW YORK STATE
ATTORNEY GENERAL

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY
12207

Legislation Details (With Text)

File #:	22-136 **Version:** 1	**Name:**	
Type:	Resolution	**Status:**	Passed
File created:	3/31/2022	**In control:**	County Legislature
On agenda:		**Final action:**	5/9/2022
Title:	AMENDING RESOLUTION 415 FOR 1997 AND UPDATING THE PUBLIC USE PLAN FOR THE LAWSON LAKE PROPERTY FACILITATING PUBLIC ACCESS		
Sponsors:	Victoria Plotsky, Andrew Joyce, Joanne Cunningham, Raymond F. Joyce, Wanda F. Willingham, Mickey Cleary, Lynne Lekakis, Matthew J. Miller, Sean E. Ward, Frank J. Commisso		
Indexes:			
Code sections:			
Attachments:	1. Fiscal Impact 101 for 2022.docx, 2. 97-415, 3. 22-136 IND - Lawson Lake Resolution_Update_4.2.pdf		

Date	Ver.	Action By	Action	Result
5/9/2022	1	County Legislature		
4/26/2022	1	Conservation, Sustainability and Green Initiatives Committee		
4/11/2022	1	County Legislature		

RESOLUTION NO. 136

AMENDING RESOLUTION 415 FOR 1997 AND UPDATING THE PUBLIC USE PLAN FOR THE LAWSON LAKE PROPERTY FACILITATING PUBLIC ACCESS

Introduced: 4/11/22
By Messrs. A. Joyce, Cleary, Ms. Lekakis, Mr. Miller, Ms. Plotsky, Messrs. Ward and Commisso:

WHEREAS, by Resolution No. 415 for 1997, this Honorable Body adopted a Public Use Plan for the Lawson Lake Property which allowed, among other things, certain recreational activities to take places on the property, and

WHEREAS, in recent years the County has invested greatly to enhance and update the Lawson Lake Property, which is enjoyed year round by the citizens of the County, and

WHEREAS, among the recent enhancements made to the property is the treatment of the waterbody, to improve both the quality of the water and ensure the property is a destination in the county, and

WHEREAS, the improvements to the waterbody have been so significant that swimming may be safely allowed in limited instances, now, therefore be it

RESOLVED, By the Albany County Legislature that the Public Use Plan for the Lawson Lake Property, adopted by Resolution No. 415 for 1997, is hereby amended to read as follows:

“**Prohibited Uses and Activities**

Given the aforementioned permitted uses, various uses and activities will be expressly prohibited. These include, but are not necessarily limited to, swimming*, open fires, overnight camping, hunting, trapping, motorized vehicles, motorized boats and large craft requiring trailers, and consumption of alcoholic beverages*. All such prohibited uses and activities will be clearly posted on public informational signs to be placed at strategic locations on the property. *Swimming and the consumption of alcohol may only be allowed under special permit approved by the County.”

and, be it further

RESOLVED, that the Commissioner of the Albany County Department of Recreation shall be charged with administering the special permit program to ensure the protection of the water quality as well as the safety of any persons using the waterbody for swimming, and, be it further

RESOLVED, That these amendments to the Public Use Plan for the Lawson Lake Property shall take effect immediately, and be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this Resolution to the appropriate County Officials.

Referred to Conservation, Sustainability, and Green Initiatives Committee - 4/11/22
Favorable Recommendation Conservation, Sustainability, and Green Initiatives Committee - 4/26/22

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

DANIEL P. MCCOY
COUNTY EXECUTIVE

COMMISSION

DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

August 26, 2025

Hon. Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Re: Contract Renewal - Contract No. 1340 of 2023
RFB 2023-098 Liquid Mannich Polymer

Dear Chairwoman Cunningham:

The Water Purification District (District) is requesting authorization to exercise the second of two one (1) year renewals for the above referenced contract to Polydyne Inc., for the supply of Liquid Mannich Polymer for the unit price of $0.25 per pound. The contract will be for a one (1) year term that is scheduled to run from January 1, 2026 through December 31, 2026. The total estimated contract value is $400,000 for the contract term.

A copy of the original contract and the renewal confirmation from the vendor is enclosed.

Should you have any questions, please contact me at 518-447-1617.

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc: Contract 2023-1340
Vendor Renewal Form

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6819, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Contract renewal with Polydyne Inc, for the supply of liquid mannich polymer.

Date: 8/26/25
Department: WPD
Attending Meeting: Angelo Gaudio
Submitted By: Angelo Gaudio
Title: Executive Director
Phone: 518-477-1624

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses: Polydyne Inc
Chemical Plant Road, PO Box 279, Riceboro Georgia 31323

Term: (Start/end date or duration) Jan 1, 2026 - Dec 31, 2026, 1 year term
Amount/Raise Schedule/Fee: $400,000

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal:	Enter text.	County:	100%
State:	Enter text.	Local:	Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: G98130.44107 (Chemical Salts)
Appropriation Amount: $400,000

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	NA (Renewal Option)
# of MWBE:	NA
# of Veteran Business:	NA
Bond Resolution No.:	NA
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: 391 of 2023

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The supply of mannich polymer is used as a coagulant in the District's sludge dewatering process and is required to ensure adequate sludge dewatering performance prior to the sewage sludge incinerations process.

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM #1000
ALBANY, NY 12207

RE: BID # 2023-098
Liquid Mannich Polymer

PLEASE CHECK THE APPROPRIATE BOX BELOW:

☑ I WISH TO RENEW BID #**2023-098** AND WILL HOLD AWARDED BID PRICES THROUGH DECEMBER 31, 2026

☐ I DO NOT WISH TO EXTEND CURRENT BID PRICES

SUBMITTED BY:

VENDOR: Polydyne Inc.

REPRESENTATIVE: Boyd Stanley, Sr. Vice-President

TELEPHONE # (800) 848-7659 Opt. 2

FAX #: (912) 880-2078

SIGNATURE: Boyd Stanley

PLEASE RETURN THIS FORM BY FAX
TO Tina King @ **tina.king@alabanycountyny.gov or 518-447-5588.**

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND POLYDYNE, INC.
TO SUPPLY LIQUID MANNICH POLYMER
TO THE ALBANY COUNTY WATER PURIFICATION DISTRICT

PERSUANT TO RES. NO. 391 FOR 2023, ADOPTED OCT. 10, 2023
(CONTRACT NO. 2023-1340)

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County") and Polydyne, Inc., a Delaware corporation registered to do business in New York, with its principal place of business located at One Chemical Plant Road, P.O. Box 279, Riceboro, Georgia 31323 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

WITNESSETH:

WHEREAS, the Albany County Water Purification District (hereinafter, the "ACWPD" or "District") requires liquid mannich polymer; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") has issued a request for bids for the aforesaid polymer, said request having been denominated RFB #2023-098, issued on August 8, 2023, and published on August 17, 2023 (hereinafter, the "RFB"); and

WHEREAS, the Purchasing Division has issued an addendum to the RFB on August 24, 2023 (hereinafter, the "Addendum"); and

WHEREAS, the Contractor submitted a bid on August 30, 3023 to provide the aforesaid polymer for the ACWPD (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid polymer as the lowest responsible bidder; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Contractor to provide the aforesaid polymer to the ACWPD by Resolution No. 391 for 2023, adopted October 10, 2023, as the lowest responsible bidder; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: 1) this Agreement; 2) the RFB, incorporated by reference and made a part hereof; 3) the Addendum, incorporated by reference and made a part hereof; and 4) the Bid, incorporated by reference and made a part hereof (collectively, may be referred to herein as "the Agreement").

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFB; 4) the Bid.

ARTICLE 2: SCOPE OF SERVICES

Consistent with the Addendum, the Contractor shall supply Liquid Mannich Polymer to the ACWPD on an as needed basis pursuant to the Specifications For Liquid Polymer described in the RFB at pages SPC1 through SPC3.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations contained in the Agreement, the County agrees to pay, and the Contractor agrees to accept, compensation in the amount of TWENTY FIVE CENTS ($0.25) per pound, total compensation not to exceed FOUR HUNDRED THOUSAND AND 00/100 DOLLARS ($400,000.00), for all the goods and services rendered under this Agreement.

3.2 The price per pound described in Paragraph 3.1 includes freight and F.O.B. destination.

ARTICLE 4. PAYMENT

4.1 The County operates on a formal Claim Form System. The Contractor shall deliver only the items specified on the order and shall not be paid without one. If the Contractor delivers items the ACWPD did not order, or duplicates or over ships items, it does so entirely at its own expense. Said shipments shall be at no cost to or the responsibility of the County.

4.2 All deliveries shall be made within three (3) business days of the Contractor's receipt of order, unless otherwise specified by the County, or as otherwise agreed upon between the Contractor and the ACWPD.

4.3 Unless otherwise specified by the County, inside delivery is required. Some delivery locations are not equipped with loading docks and no additional compensation shall be paid to the Contractor for inside delivery at those locations.

4.4 ACPWD shall place orders on an "as-needed" basis. There shall be no minimum order amounts required.

4.5 Prior to payment, the items furnished shall be inspected by ACWPD to determine their conformity to specification. No payment shall be made for any Liquid Mannich Polymer not meeting specification.

4.6 The County is not subject to Federal, State, or Local taxes.

ARTICLE 5. TERM OF AGREEMENT

5.1 This Agreement shall commence on January 1, 2024 and shall continue in effect through December 31, 2024.

5.2 The County reserves the right to extend the Agreement for two (2) additional one (1) year periods upon the mutual consent of the parties. If extended, the same terms, conditions, and pricing will remain in effect for those additional terms.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 Dosage rates higher than the quarterly dosage rates listed in the RFB's Specifications at Section 10.0 shall be cause for investigation by the Contractor, within 48 hours of receiving notice. The Contractor shall have 15 days to correct the problem at no additional cost to the District. If after corrective action the dosage still exceeds the quarterly dosage for a two-week period, the District reserves the right to cancel the Agreement. The District also reserves the right to cancel this Agreement if the liquid polymer proves to be incompatible with the chemical feed equipment or any sludge dewatering or incineration equipment in the solids disposal building. Economics of the dewatering operations will be compared with quarterly dosages and costs per ton of the dry solids treated. The District will take no action against the Contractor if after investigation, the high dosage rate is attributed to sludge characteristics.

6.1.2 Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.3 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirement, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

6.3 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Contractor, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 18. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK/SERVICES

If the Contractor is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work/services does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

a. Provided goods or services of $20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

b. Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

Not applicable.

ARTICLE 28. MISCELLANEOUS PROVISIONS

28.1 In addition to the MacBride Principles of Fair Employment, Non Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB.

28.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

28.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

28.4 If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

28.5 The County shall bear no responsibility other than that set forth in this Agreement.

28.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

THIS SPACE LEFT BLANK INTENTIONALLY.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 12/12/2023

BY:
Daniel P. McCoy
County Executive
or
Daniel C. Lynch, Esq.
Deputy County Executive

POLYDYNE, INC.

DATED: 11/27/2023

BY:
Name: Boyd Stanley

Sr. Vice-President
Title:

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of ____________, 2023, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 12th day of December, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, Esq. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____
NOTARY PUBLIC

K. CONDON
Notary Public, State of New York
Registration No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

STATE OF ~~NEW YORK~~)
COUNTY OF LIBERTY) SS.:

On the 27th day of November, 2023, before me, the undersigned, personally appeared Boyd Stanley, Sr. Vice-President personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____________________ Rebecca Beasley
NOTARY PUBLIC

My Commission Expires
December 17, 2026

REBECCA BEASLEY
NOTARY
Comm. Exp.
12/17/26
PUBLIC
LIBERTY COUNTY, GA

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	$1,000,000
Bodily Injury	$1,000,000
Personal Injury	$1,000,000.

DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

August 26, 2025

Hon. Joanne Cunningham
Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Re: Memo of Agreement (MOA) with the Albany Housing Authority
Steamboat Square Revitalization Project – Easement Access

Dear Chairwoman Cunningham:

The Water Purification District (District) is requesting authorization to enter into a Memo of Agreement (MOA) with the Albany Housing Authority (Authority) allowing the Authority use of the District's sewer easement to support the Steamboat Square Revitalization Project. The final agreement will be developed by the Albany County Attorney as deemed necessary to adequately protect the County's existing infrastructure in the vicinity of the project.

Should you have any questions, please contact me at 518-447-1617.

Sincerely,

Angelo Gaudio

Angelo Gaudio, P.E.
Executive Director

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

File #: TMP-6824, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Authorization of a Memo of Agreement (MOA) with the Albany Housing Authority (Authority) granting easement access rights to the Authority for the Steamboat Square Revitalization Project.

Date: 8/26/25
Department: WPD
Attending Meeting: Angelo Gaudio
Submitted By: Angelo Gaudio
Title: Executive Director
Phone: 518-447-1624

Purpose of Request: Contract Authorization easement access

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)

Federal:	Enter text.	County:	Enter text.
State:	Enter text.	Local:	Enter text.

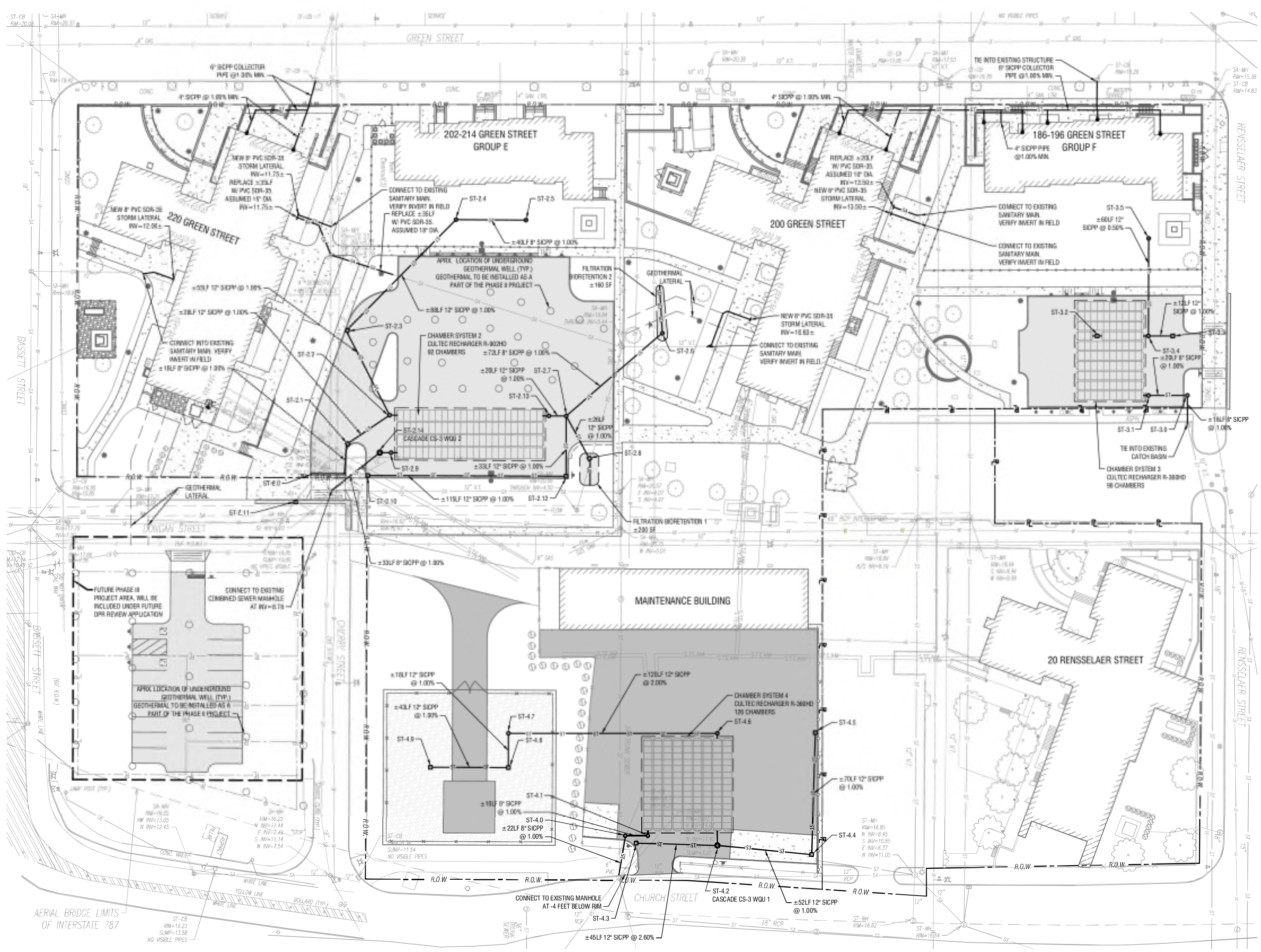
County Budget Accounts:
Revenue Account and Line: NA
Revenue Amount: NA
Appropriation Account and Line: NA
Appropriation Amount: NA

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: NA
Request for Bids / Proposals:
Competitive Bidding Exempt: Yes ☐ No ☒
# of Response(s): NA
# of MWBE: NA
# of Veteran Business: NA
Bond Resolution No.: NA
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: NA

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The Memo of Agreement (MOA) with the Albany Housing Authority (Authority) would provide the Authority access rights to utilize portions of the District's easement to support the Steamboat Square Revitalization Project. The work covered under this MOA is associated with a new geothermal system and stormwater treatment system for the Housing Authority properties at 200 & 220 Green Street.



1
B-C-301

UTILITY PLAN

SCALE: 1" = 30'

0' 30' 60' 90'

STRUCTURE TABLE			
STRUCTURE #	STRUCTURE TYPE	RIM (FT)	INVERT (FT)
ST-2.0	TRENCH DRAIN	FLUSH W/ PVMT	14.60 (NW)
ST-2.1	24"x24" CATCH BASIN	18.15	14.44 (NW) 14.44 (SE)
ST-2.2	4' DIA. MAHOLE	18.50	15.00 (W) 9.25 (NE) 14.30 (S)
ST-2.3	24"x24" CATCH BASIN	19.90	15.62 (N) 15.52 (SE)
ST-2.4	12" DIA. DRAIN BASIN	19.50	16.60 (NE) 16.50 (S)
ST-2.5	12" DIA. DRAIN BASIN	19.50	17.00 (SW)
ST-2.6	12" DIA. DRAIN BASIN	20.00	16.00 (S) 16.08 (UD)
ST-2.7	6' DIA. MANHOLE	18.75	15.28 (N) 13.19 (SE) 13.30 (S) 9.55 (SW)
ST-2.8	24"x24" CATCH BASIN	17.50	13.42 (NW) 13.42 (UD)
ST-2.9	4' DIA. MANHOLE	18.10	9.25 (NE) 9.25 (SE)
ST-2.10	24"x24" CATCH BASIN	17.85	14.85 (NE)
ST-2.11	24"x24" CATCH BASIN	16.62	10.52
ST-2.12	24"x24" CATCH BASIN	17.85	13.70 (SW) 13.60 (NW)
ST-2.13	4' DIA. MANHOLE	18.75	9.35 (N) 9.25 (S)
ST-2.14	CASCADE CS-3 (WQU 2) IN 4' DIA. MANHOLE	18.50	9.20 (NE) 9.20 (SW)
ST-3.0	4' DIA. MANHOLE	17.85	13.37 (SW) 13.27 (SE)
ST-3.1	4' DIA. MANHOLE	17.90	13.57 (NE) 13.67 (SW)
ST-3.2	24"x24" CATCH BASIN	17.50	13.67
ST-3.3	24"x24" CATCH BASIN	16.50	14.00 (SW)
ST-3.4	4' DIA. MAHOLE	16.75	13.88 (NE) 13.78 (NW) 13.67 (SW)
ST-3.5	12" DIA. DRAIN BASIN	15.75	14.08 (E)
ST-4.0	4' DIA. MANHOLE	17.85	12.80 (NE) 12.70 (SE)
ST-4.1	4' DIA. MANHOLE	17.60	13.00 (NE) 12.90 (SE)
ST-4.2	CASCADE CS-3 (WQU 1) IN 4' DIA MANHOLE	16.80	13.58 (NE) 13.58 (NW) 13.58 (SW)
ST-4.3	24"x24" CATCH BASIN	17.75	14.75 (N)
ST-4.4	24"x24" CATCH BASIN	16.50	14.20 (NW) 14.10 (SW)
ST-4.5	24"x24" CATCH BASIN	17.90	14.90 (SE)
ST-4.6	4' DIA. MANHOLE	18.42	13.10 (SW) 13.00 (SE)
ST-4.7	4' DIA. MANHOLE	20.50	15.50 (SE) 15.40 (NE)
ST-4.8	24"x24" CATCH BASIN	19.25	15.82 (SW) 15.72 (NW)
ST-4.9	24"x24" CATCH BASIN	19.25	16.25

UTILITY NOTES:

1. WATER METERS MUST BE OBTAIN FROM ALBANY WATER DEPARTMENT AND AN INSPECTION MUST BE PERFORMED BY THE AWD STAFF AFTER INSTALLATION. CONTACTING THE WATER DEPARTMENT AT 518-434- 5300 FOR A METER OR AN INSPECTION.
2. BACKWATER VALVES MUST BE INSTALLED ON SANITARY SEWER LATERALS. PLUMBING PLANS WILL BE REQUIRED SHOWING THE MANUFACTURE, MODEL AND LOCATION. PROVIDE THE BACKWATER VALVE TEST RESULTS.
3. 48 HOURS' NOTICE MUST BE GIVEN TO DEPARTMENT OF WATER FOR INSPECTIONS.
4. WATER/SEWER PERMITS WILL BE REQUIRED FOR THE PROPOSED UTILITY CONNECTIONS/TERMINATIONS PRIOR TO THE START OF CONSTRUCTION.

LaBella
Powered by partnership.

300 State Street, Suite 201
Rochester, NY 14614
585-454-6110

labellapc.com

EXP: EXP:

CERTIFICATE OF AUTHORIZATION NUMBER:
PROFESSIONAL ENGINEERING: 0021272
LAND SURVEYING: 0021271
GEOLOGICAL: 0021659

It is a violation of New York Education Law Art. 145 Sec. 7209 & Art. 147 Sec. 7307, for any person, unless acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way. If an item bearing the seal of an architect, engineer, or land surveyor is altered; the altering architect, engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

EDGEMERE / ALBANY HOUSING AUTHORITY
200 SOUTH PEARL STREET,
ALBANY, NY 12202

STEAMBOAT SQUARE REVITILIZATION - PHASE II
200 Green Street,
ALBANY, NY 12202

NO	DATE:	DESCRIPTION
1	5/23/2025	ADDENDUM 2

Revisions

PROJECT NUMBER: 2233582

DRAWN BY: SCB

REVIEWED BY: SRV

ISSUED FOR: SITE PLAN REVIEW

DATE: MAY 30, 2025

DRAWING NAME: UTILITY PLAN

DRAWING NUMBER: **B-C-301**

B:\GLOBAL\Projects\SWBR\2233582 - Steamboat Square Phase II\06_Drawings\Civil
VERSION 21.1
6/2/2025 5:20 PM

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTYNY.GOV

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

August 26, 2025

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Re: RFB #2025-109– MVP Arena Replace Lower Roofs

Dear Chairwoman Cunningham:

Pursuant to RFB #2025-109– MVP Arena Replace Lower Roofs the Department of General Services requests authorization for a contract with Mid-State Industries, Ltd. as the lowest bidder for the MVP Arena Replace Lower Roofs project.

The not to exceed cost of $452,100.00 includes the base bid of $411,000.00 and plus a 10% contingency allowance of $41,100.00.

This project is included in the 2024 Capital Plan. Costs for these Services will be covered under bonds HKUW Res. No. 502 of 2017 dated 12/4/2017.

The projected term of this contract is November 1, 2025 – October 31, 2026.

A State Environmental Quality Review Type II Action has determined that the proposed project will not have a significant adverse environmental impact and does not require further environmental review.

If you should have any further questions, please do not hesitate to contact me.

Sincerely yours,

David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

Legislation Text

File #: TMP-6817, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to enter into a contract with Mid-State Industries, Ltd. to replace the lower roofs of the MVP Arena.

Date: August 26, 2025
Department: General Services
Attending Meeting: Commissioner Latina
Submitted By: David M. Latina
Title: Commissioner
Phone: 518-447-7210

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Mid-State Industries, Ltd., 27 Airport Road, Glenville, NY 12302

Term: (Start/end date or duration) November 1, 2025 through October 31, 2026
Amount/Raise Schedule/Fee: $452,100.00

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: HKUW/HKUY
Appropriation Amount: $199,329/$252,771

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☐ No ☒
If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Three (3)
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☒ No ☐

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Pursuant to RFB #2025-109- MVP Arena Replace Lower Roofs the Department of General Services requests authorization for a contract with Mid-State Industries, Ltd. as the lowest bidder for the MVP Arena Replace Lower Roofs project.

The not to exceed cost of $452,100.00 includes the base bid of $411,000.00 and plus a 10% contingency allowance of $41,100.00.

This project is included in the 2024 Capital Plan. Costs for these Services will be covered under bonds HKUW Res. No. 502 of 2017 dated 12/4/2017.

The projected term of this contract is November 1, 2025 - October 31, 2026.

A State Environmental Quality Review Type II Action has determined that the proposed project will not have a significant adverse environmental impact and does not require further environmental review.

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

To: Pam O Neill, Purchasing Agent

From: David M. Latina, Commissioner

Date: August 26, 2025

Re: RFB #2025-109– MVP Arena Replace Lower Roofs

I have reviewed the bids received for RFB #2025-109– MVP Arena Replace Lower Roofs. As the lowest of the three bids received, I recommend awarding the contract to Mid-State Industries, Ltd, at their proposed price of $452,100.00.

The projected term will be November 01, 2025 through October 31, 2026

If you need any further information or have any questions, please feel free to contact me.

DML:tas

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: David M. Latina, Commissioner Pamela KAC
Department of General Services

FROM: Pamela O Neill
Purchasing Agent

DATE: August 26, 2025

RE: RFB #2025-109, MVP Arena Lower Roofs

I am in receipt of your recommendation to award the aforementioned to Mid-State Industries in the amount of $452,100.00.

As Mid-State Industries is the lowest responsible and responsive bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award.

RFB-2025-109			
MVP Arena Replace Lower Roofs			
	Mid-State Industries	Greenwood Industries	Titan Roofing
Lump Sum Base Bid	$ 411,000.00	$ 444,000.00	$ 532,000.00
10% Contingency Allowance	$ 41,100.00	$ 44,400.00	$ 53,200.00
Total Base Bid	$ 452,100.00	$ 488,400.00	$ 585,200.00

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **MVP Arena Replace Lower Roofs**
Bid Number: **2025-109-GC**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

   (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
JULY 24, 2025	1
JULY 31, 2025	2
August 19, 2025	3

   (receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

   (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")

(f) Bidder Qualification Questionnaire (Attachment "F")

(g) Non Interruption of Work Agreement (Attachment "G")

(h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

Mid-State Industries, Ltd

27 Airport Road

Glenville, NY 12302

Phone: 518-374-1461

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **MVP Arena Replace Lower Roofs**
Bid Number: **2025-109-GC**

Conditions:

1. **All bid prices must include all materials, labor, equipment, incidentals, and other associated costs.**
2. **Base Bid work shall carry a 10% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County Engineer prior to performing any additional work.**

GENERAL CONSTRUCTION **Lump Sum Base Bid** (Price in Words):	Four Hundred Eleven Thousand Dollars
(Price in Numbers):	$ 411,000.00
10% Contingency Allowance	$ 41,100
TOTAL BID (Base Bid + Add Alternate + Contingency Allowance) (Price in Words):	Four Hundred Fifty Two Thousand Dollars
(Price in Numbers):	$ 452,000

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **MVP Arena Replace Lower Roofs**
Bid Number: **2025-109-GC**

COMPANY: Mid-State Industries, Ltd

ADDRESS: 27 Airport Road

CITY, STATE, ZIP: Glenville, NY 12302

TEL. NO.: 518-374-1461

FAX NO.: 518-381-6820

FEDERAL TAX ID NO.: 14-1542080

CERTIFICATE OF REGISTRATION NUMBER (ARTICLE 8 PUBLIC WORK CONTRACTOR REGISTRY

24-637OB-CR

REPRESENTATIVE: Michael Lucey

E-MAIL: Info@MidStateLtd.com

SIGNATURE AND TITLE President

DATE August 21, 2025

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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 organizations, 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 knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department , agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

President
Title

August 21, 2025
Date

Mid-State Industries, Ltd
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF ________________)
COUNTY OF ______________) **SS.:**

On this _______day of ____________________, 2025, before me personally appeared __________________________________ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

____

Notary Public, State of __________________

Qualified in ___________________________

Commission Expires ____________________

If Corporation:

STATE OF New York)
COUNTY OF Schenectady) **SS.:**

On this 21st day of August, 2025, before me personally appeared Michael Lucey to me known, who, being by me sworn, did say that he resides at (give address) Schenectady, New York; that he is the (give title) President of the (name of corporation) Mid-State Industries, Ltd, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

RICKY NARANG
Notary Public - State of New York
NO. 01NA6445516
Qualified in Rensselaer County
My Commission Expires Dec 19, 2026

____

Notary Public, State of New York

Qualified in Rensselaer County

Commission Expires 12/19/2026

If Partnership:

STATE OF ________________)
COUNTY OF ______________) **SS.:**

On the________day of________________, 200___, before me personally came______________ ____________________________, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of__________________________________ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

____

Notary Public, State of __________________

Qualified in ___________________________

Commission Expires ____________________

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:

☑ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS	
Mid-State Industries, Ltd		a) FEIN # 14-1542080 b) DUNS # 043784610	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 27 Airport Road Glenville, New York 12302		7. TELEPHONE NUMBER 518-374-1461	8. FAX NUMBER 518-381-6820
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*		10. TELEPHONE NUMBER	11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE

Name Michael Lucey
Title President
Telephone Number 518-374-1461
Fax Number 518-381-6820
e-mail Info@MidStateLtd.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME Michael Lucey	TITLE President	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☑ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

a) An elected or appointed public official or officer? ☐ Yes ☑ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☑ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

   1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

   2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

President
Title

August 21, 2025
Date

Mid-State Industries, Ltd
Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Mid-State Industries, Ltd

Address: 27 Airport Road Glenville, New York 12302

Phone Number(s): 518-374-1461

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Roof Replacement

Description of where the work is to be performed within Albany County facilities:

MVP Arena

____
Signature

Michael Lucey
Printed Name

President
Title

August 21, 2025
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 55 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. Greater Amsterdam School District Reconstruction / Capital Improvements Project

   Evan Clark eClark@GarlandCo.Com 216-430-3690

   Starting Price: $1,017,762.77 Ending Price: $1,498,800

2. Union College - Reamer Hall Roof and Window Replacement

   Danny Duque DuqueD@Union.Edu 518-388-7136

   Starting Price: $2,108,800 Ending Price: $2,361,514.79

3. SUNY Adirondack - Student Center and Warren Hall Roof Renovations

   Marc Morin MorinM@SunyACC.EDU 518-743-2246

   Starting Price: $1,387,622 Ending Price: $1,387,622

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

Emma Willard School

$1,579,020 11% Complete

Broadalbin-Perth CSD Capital Improvements Project - Phase 1

$1,981,811 72.33% Complete

Brunswick CSD - Capital Improvements Project - Phase 1

$1,306,811 47.79% Complete

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

   No

7. Do you plan to sublet any part of this work? If so, give details.

   No

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

   Surety: Casey LaChapelle (NPF) 518-244-4320

   159 Wolf Rd Albany NY 12205

   Bank: Jerry Griggs (Capital Bank) 518-579-2478

   2 Rush Street, Schenectady, NY 12305

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Will provide if low bidder

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Mid-State Industries, Ltd
Correct Name of Bidder

(a) The business is a: Corporation

(b) The address of principal place of business is: 27 Airport Road Glenville, New York 12302

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Michael Lucey, President

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ✓ No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Mid-State Industries, Ltd
Firm

Dated: August 21, 2025

By ____________________

Michael Lucey
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Mid-State Industries, Ltd

By: ______________________
(Signature)

Michael Lucey
(Typed)

Title: President

Date: August 21, 2025

WE ARE YOUR DOL

New York State Department of Labor

DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and
Covered Private Construction Projects in the State of New York,
Subject to the Prevailing Wage Requirements of
NYS Labor Law Article 8

Mid-State Industries, LTD.
1105 Catalyn St
Schenectady, New York 12303
Phone Number: 5183741461
Registration Number: 24-637OB-CR
Date of Issue: 2024-12-09
Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon

Roberta Reardon
Commissioner
New York State Department of
Labor

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

Bond No. MIDS8-11-25-2

CONTRACTOR:
(Name, legal status and address)
Mid-State Industries, Ltd.
27 Airport Road
Schenectady, NY 12302

SURETY:
(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Director of Finance, Albany County
112 State Street
Albany, NY 12207

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
MVP Arena Replace Lower Roofs, Bid No. 2025-109

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of August, 2025.

Mid-State Industries, Ltd.
(Principal) *(Seal)*

____
(Witness)

By: [signature]
(Title) Michael Lucey, President

Merchants Bonding Company (Mutual)
(Surety) *(Seal)*

____
(Witness)

By: Renee [signature]
(Title) Renee A. Manny Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

State of New York)
County of Albany)

On this 11th day of August, 2025, before me personally appeared Renee A. Manny to me known, who, being by me duly sworn, did depose and say: that s/he resides at Rensselaer, New York, that s/he is the Attorney-In-Fact of Merchants Bonding Company (Mutual), the corporation described in and which executed the annexed instrument; that s/he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that s/he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Jennifer S Vanat
Notary Public

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2025

ACKNOWLEDGMENT OF CORPORATION

State of New York)
County of Schenectady)

On this 18TH day of August, 2025, before me personally appeared Michael Lucey, to me known, who being by me first duly sworn, did depose and say that s/he resides in Schenectady, New York that s/he is the President of Mid-State Industries, Ltd. the corporation described in and which executed the foregoing instrument; that s/he knows the corporate seal of said corporation, that the corporate seal affixed to said instrument is such corporate seal, that it was so affixed by order and authority of the Board of directors of said corporation, and that s/he signed his/her name thereto by like order and authority.

Notary Public

RICKY NARANG
Notary Public - State of New York
NO. 01NA6445516
Qualified in Rensselaer County
My Commission Expires Dec 19, 2026

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Casey W LaChapelle; David W Cooper; Jennifer Susan Vanat; Jessica M Greene; Justin Brewer; Maddalena Bucciero; Renee A Manny; Thomas R Tyrrell; Tiffany Gocha; Vikki L LaVean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of March, 2025.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of March 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of August, 2025.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL)

Statements of Admitted Assets, Liabilities, and Surplus - Statutory Basis

	Dec. 31, 2024
Admitted Assets	
Bonds	$ 314,115,790
Stocks	99,457,232
Real Estate	11,979,000
Cash and Short-Term Investments	34,595,383
Other Invested Assets	1,781,226
Subtotal, Cash and Invested Assets	461,928,631
Premiums in the Course of Collection	31,016,337
Amounts Recoverable from Reinsurers	6,215,636
Other Assets	25,502,395
Total Admitted Assets	$ 524,662,999
Liabilities & Surplus	
Losses and Loss Adjustment Expense Reserves	$ 38,546,978
Unearned Premiums	105,398,814
Ceded Reinsurance Premiums Payable	8,824,682
Other Liabilities	54,823,625
Total Liabilities	207,594,099
Unassigned Funds (Surplus)	270,943,798
Total Surplus	317,068,900
Total Liabilities and Policyholders' Surplus	$ 524,662,999

I, Elisabeth Sandersfeld, Treasurer of Merchants Bonding Company (Mutual), do hereby certify that the foregoing is a true and correct statement of the balance sheet of said Corporation as of December 31, 2024, to the best of my knowledge and belief.

Elisabeth Sandersfeld, CFO & Treasurer — 2/28/2025 (Date)

street 6700 Westown Parkway West Des Moines, IA 50266-7754
mailing P.O. Box 14498 Des Moines, IA 50306-3498
toll free 800 678 8171 local 515 243 8171 fax 515 243 3854
email info@merchantsbonding.com website merchantsbonding.com

Roofers Local No. 241 - Training / Education

890 THIRD STREET

ALBANY, NEW YORK 12206
Telephone: 518-489-7646

April 5th, 2024

To Whom It May Concern:

Mid-State Industries of 1105 Catalyn Street Schenectady, N.Y. 12303 is a signatory contractor with Roofers, Waterproofers Union Local #241. Roofers, Waterproofers Union Local #241 has a New York State-approved Apprentice program; the AT sponsor number is 20362, with an apprenticeship graduation rate of 66.66%. If any other information is needed, please contact Roofers, Waterproofers Union Local #241 at (518) 258-0521.

Sincerely,

Steven Sawyer
Apprentice Coordinator
Business Representative

Loading Dock Renovation

Project Number:	**C1904**	**Debt Account:**	HKUZ
Project Description:	Design and construction of loading dock platforms, doors and bays. Trucks have found it increasingly more difficult to back into the dock area. The dock plates are old and in constant need of adjustment. Weather proof doorways to keep the elements out.		
Amendment(s):	2023-2027 - Push out end date.		

Project Status:	**New**	1	**Existing**		**Amended**		**Continual**		**Completed**

Authorized Funding	**Pre-2024**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
County	0.500	-	-					0.500
State								
Federal								
Other								-
Total Project Cost	**0.500**	**-**	**-**	**-**	**-**	**-**	**-**	**0.500**

Additional Show Power and Transformer Replacement

Project Number:	**C2001**	**Debt Account:**	HKUZ
Project Description:	Events are getting bigger and their expectations are higher. We have 2000 amps of show power. Shows often require more and they need to bring in a generator. This may make the building less desirable to put a show in than the next arena. There is available power in our switchgear, but work is needed to extend it and make it available. There are also several transformers that are over 20 years old and should be replaced before they fail.		
Amendment(s):	2022-2026 - increase cost. 2023-2027 - updatd funding needs.		

Project Status:	**New**	1	**Existing**		**Amended**		**Continual**		**Completed**

Authorized Funding	**Pre-2024**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
County	0.506							0.506
State								
Federal								
Other								-
Total Project Cost	**0.506**	**-**	**-**	**-**	**-**	**-**	**-**	**0.506**

Low Roof Replacement

Project Number:	**C2002**	**Debt Account:**	HKUZ
Project Description:	The low roof is the last of the roofs that need replacement. There have been several leaks over renovated areas that need patching. The leaks seem to be coming from age, seals coming loose and general wear and tear.		
Amendment(s):			

Project Status:	**New**	1	**Existing**		**Amended**		**Continual**		**Completed**

Authorized Funding	**Pre-2024**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total**
County	0.308							0.308
State								
Federal								
Other								-
Total Project Cost	**0.308**	**-**	**-**	**-**	**-**	**-**	**-**	**0.308**

RESOLUTION NO. 502

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 4, 2017, AUTHORIZING THE UNDERTAKING OF VARIOUS CAPITAL PROJECTS FOR THE TIMES UNION CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $6,035,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF $6,035,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION.

Introduced: 12/4/17
By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake various capital projects at the Times Union Center (the "Center") consisting of mechanical upgrades to the concourse concession stand beverage coolers and a new cosmetic design for the concourse concession stands; upgrades to the elevators and stair replacement in the Center garage; expansion of the LED ribbon boards; HVAC systems upgrades; arena lighting retrofit projects; installation of a new sound system; various suite and bathroom renovations; replacement of the upper level seating and installation of a curtain in the lower level; and replacement of the wireless network system, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2018 Capital Plan in the County's 2018-2022 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $6,035,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $6,035,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $6,035,000 to pay the costs of the projects.

The period of probable usefulness of the specific object or purpose herein authorized and for which $6,035,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed

$6,035,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:

(a) The building described above is a class "A" building, as defined in Section 11.00a.11(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 8. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, 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" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects. Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the projects.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(2) such obligations are authorized in violation of the provisions of the constitution.

Section 11. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On roll call vote the following voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Duncan, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham – 38

Those opposed – 0

Resolution was adopted. 12/4/17

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

August 14, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

We request the Legislature's approval of an agreement with the NYS Governor's Traffic Safety Committee to accept funding to participate in the New York State Highway Safety Program. Albany County was notified by the NYS Governor's Traffic Safety Committee that the County is being awarded $105,000 in funding through the Highway Safety Program. The grant amount is for fiscal year October 1, 2025 to September 30, 2026.

The grant will be used to purchase signs, fund a portion of the Traffic Safety Instructor's salary and fringe benefits, and pay for costs associated with attending Traffic Safety Conferences.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-6789, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization with NYS Governor's Traffic Safety Committee to accept funds regarding the Traffic Safety Through Education Program

Date: 08/14/2025
Department: Public Works
Attending Meeting: Lisa M. Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-7919

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
NYS Governor's Traffic Safety Committee, 6 Empire State Plaza, Albany, NY 12228

Term: (Start/end date or duration) 10/01/2025-09/30/2026
Amount/Raise Schedule/Fee: $105,000.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:
Revenue Account and Line: D5020.03327 Governor's Traffic Safety
Revenue Amount: $105,000.00
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

File #: TMP-6789, **Version:** 1

Mandated Program/Service:	Yes ☐ No ☒
If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

<u>Previous requests for Identical or Similar Action:</u>
Resolution/Law Number and Date: Enter text.

<u>DESCRIPTION OF REQUEST:</u> (state briefly why legislative action is requested)

The Department of Public Works request the Legislature's approval of an agreement with the NYS Governor's Traffic Safety Committee to accept funding to participate in the Traffic Safety Through Education program. Albany County was notified by the NYS Governor's Traffic Safety Committee that the County is being awarded $105,000 in funding through the Highway Safety Program. The grant will be used to purchase signs, fund a portion of the Traffic Safety Instructor's salary and fringe benefits, and pay for costs associated with attending Traffic Safety Conferences.

JUSTIN O'CONNOR
Director

NEW YORK STATE | Department of Motor Vehicles

(518) 474-0972
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE
6 EMPIRE STATE PLAZA ALBANY, NY 12228

July 29, 2025

William VanAlstyne
Traffic Safety Instructor
Albany County Traffic Safety Board
Albany County Sheriff's Dept.16 Eagle St., Room 79
Albany, NY 12207-1089

Re: HS1-2026-Albany TSB-00071-(001)
Traffic Safety Through Education
C002827
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2025

Dear Traffic Safety Instructor William VanAlstyne:

On behalf of the Governor's Traffic Safety Committee (GTSC), I am pleased to notify you that the Albany County Traffic Safety Board has been awarded $105,000 to participate in New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads.

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 your organization, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee and, if applicable, the Offices of the New York State Attorney General and New York State Comptroller.

Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

Thank you for participating in New York State's Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the GTSC at (518) 474-5111.

Sincerely,

Justin O'Connor
Director

JMO:bp
cc: Susan Rizzo
Christine Tashjian

CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.

2. Once the attached Signature page is signed by an authorized representative **(see below)** **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.

3. The completed Signature page must be emailed to GTSCContracts@dmv.ny.gov.

4. The Signature page with the original "wet" signatures must be mailed to:
   New York State Governor's Traffic Safety Committee
   Attn: Contract Coordinator
   6 Empire State Plaza, Room 410
   Albany, NY 12228

5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.

6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

Authorized Representative:

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

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

CONTRACTOR:	STATE AGENCY:
ALBANY COUNTY OF	New York State Governor's Traffic Safety Committee
By: ______________________	By: ______________________
______________________ Printed Name	Mary Arthur Printed Name
Title: ______________________	Title: Program Manager
Date: ______________________	Date: ______________________

STATE OF NEW YORK

County of ______________________

On the ____ day of __________, ____, before me personally appeared ______________________, to me known, who being by me duly sworn, did depose and say that he/she resides at ______________________, that he/she is the ______________________ of the ______________________, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary) ______________________

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
______________________	______________________
______________________ Printed Name	______________________ Printed Name
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

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: C002827 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: ALBANY COUNTY OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) ☐ Amendment (list periods)
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 146002563	PROJECT NAME: Traffic Safety Through Education (HS1-2026-Albany TSB-00071-(001)) ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20.600
CONTRACTOR PRIMARY MAILING ADDRESS: 112 STATE STREET ALBANY, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address 112 STATE STREET ALBANY, NY 12207 CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address 112 STATE STREET ALBANY, NY 12207 CONTRACTOR PRIMARY E-MAIL ADDRESS: william.vanalstyne@albanycountyny.gov	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT
From: 10/01/2025 To: 09/30/2026 AMENDED TERM: From: To:	(*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract): CURRENT: $105,000 AMENDED: FUNDING SOURCE(S) ☐ State ☑ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☑ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement"), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

3. Modifications to the Face Page

4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1] For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not- for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain

provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase “useful life” is defined in Internal Revenue Code § 1.169- 2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, “Publicity” includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State’s name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III (F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the New York State Governor's Traffic Safety Committee and any report on the results of such testing must be satisfactory to the New York State Governor's Traffic Safety Committee.

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non- responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non- responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section

239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3- a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section

312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY

CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee
Attn: Program Manager
6 Empire State Plaza, Room 410B
Albany, NY 12228

Notices to the Contractor shall be addressed to:

William VanAlstyne
Traffic Safety Instructor
Albany County DPW Traffic Safety Education
449 New Salem Road
Voorheesville, NY 12186

or

Email: william.vanalstyne@albanycountyny.gov

End of Attachment A-1 – Agency Specific Terms and Conditions

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS

DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

GRANT MODIFICATIONS - Grant modifications must be requested through the eGrants system **and** approved by the GTSC **BEFORE** the activity takes place or the item is ordered/purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov/highway-safety-grant-program.

PAYMENTS - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed with supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system **and** the documentation mailed (postmarked) to the GTSC by the due dates listed in the Attachment D (Payment and Reporting) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, **and** the signed and dated Claim for Payment form with supporting documentation must be mailed (postmarked) to the GTSC by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov/highway-safety-grant-program. Contractors must read this instruction guide prior to initiating grant activity.

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

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs $10,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor' s Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

REPORTING - The Attachment D (Payment and Reporting) section of this contract outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report outside of the regular reporting format. This reporting would be in addition to the reports outlined in Attachment D.

MONITORING - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period.

End of Attachment A-2 - Program Specific Terms and Conditions

ATTACHMENT A-3
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

FEDERAL POLICY – Policies and procedures of the following federal statutes and regulations may be applicable:

Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));

- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

POLITICAL ACTIVITY (HATCH ACT)

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed

covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions</u>

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

No employee, officer, or agent of a Contractor or its subcontractor who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contracts or subcontract, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subcontract. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subcontract. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the contractor's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The contractor shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No Contractor or its subcontractor, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The contractor shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to the State The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. The state will forward the disclosure to NHTSA. NHTSA will review the disclosure and may require additional relevant information from the subcontractor. lf a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any contractor, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a contractor, and the officers, employees or agents of a contractor who are

responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

End of Attachment A-3 - Federally Funded Grants and Requirements Mandated by Federal Laws

ATTACHMENT B
BUDGET

Budget Type: B-1 Expenditure Based Budget

Contract Periods

Contract Type: **Fixed Term Agreement**

Contract Term: **10/01/2025 to 09/30/2026**

Contract Amount: $105,000.00

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	10/01/2025 - 09/30/2026	$105,000.00			X	X

ATTACHMENT B-1
EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Traffic Safety Through Education (HS1-2026-Albany TSB-00071-(001))

CONTRACTOR NAME: ALBANY COUNTY OF

CONTRACT PERIOD NUMBER: 1

CONTRACT PERIOD: From: 10/01/2025 To: 09/30/2026

Detailed Budget Summary

Personal Services

Job Title	Salary Amount	Fringe Amount	Total Amount
Program Director/Traffic Safety Instructor	$60,000.00	$39,000.00	$99,000.00
Total:	$60,000.00	$39,000.00	$99,000.00

Commodities

Item	Amount
Motorcycle Safety Lawn Signs	$1,000.00
Total:	$1,000.00

Travel: In-State

Description	Amount
Travel to Traffic Safety Conferences	$1,500.00
Total:	$1,500.00

Travel: Out-of-State

Description	Amount
Travel to the Lifesavers Conference in Baltimore, MD	$3,500.00
Total:	$3,500.00

Equipment

Description	Amount
None	$0.00
Total:	$0.00

Total Other Than Personal Services: $6,000.00

Grand Total: $105,000.00

ATTACHMENT C
WORK PLAN
SUMMARY

PROJECT NAME:	Traffic Safety Through Education (HS1-2026-Albany TSB-00071- (001))
CONTRACTOR NAME:	ALBANY COUNTY OF
CONTRACT PERIOD NUMBER:	1
CONTRACT PERIOD:	From: 10/01/2025
	To: 09/30/2026

Provide an overview of the project including goals, tasks, desired outcomes and performance measures.

SEE ATTACHED WORK PLAN

Project Name
Traffic Safety Through Education (HS1-2026-Albany TSB-00071-(001))

Contractor Name
ALBANY COUNTY OF

Contract Period Number
1

Contract Period
10/01/2025 - 09/30/2026

Mission

The mission of the Albany County Traffic Safety Board (ACTSB) is to promote highway safety and to educate the public to prevent crashes, injuries and fatalities on the roadways of Albany County.

Traffic Safety Data indicates that reducing motor vehicle crashes in Albany County continue to be a challenge. According to ITSMR statistics reported from 2019 – 2023 (the most recent years statistics are available for), there has been a five-year average of 9,067 crashes in Albany County with an average of 19.4 fatalities and 1,855 injured persons.

There are many different contributing factors considered when compiling data. Some of the areas that the Albany County Traffic Safety Board considered when preparing this Comprehensive Highway Safety Plan are as follows:

1. Occupant Restraint & Child Passenger Safety
2. Pedestrian Safety
3. Bicycle Safety
4. Teen Driver Safety
5. Older Driver Safety
6. Distracted Driving

Another area of concern is motorcycle safety. Motorcycles are seen more prevalent during the warmer months; therefore, motorists can become complacent to visually scanning for these smaller vehicles. A year-round discussion about motorcycle safety is believed to be a viable way to keep awareness on the forefront. Discussion of this topic will be included in all of the programs targeting the above listed traffic safety issues.

In addition, micro mobility with a large focus E bikes are becoming more prevalent on our streets and highways.

Bicycles with electric assist (known as E-Bikes) don't qualify for a registration as a motorcycle, limited use motorcycle, moped or ATV and doesn't have the same equipment. E-Bike riders are granted all of the rights and are subject to all of the duties applicable to the driver of a motor vehicle. They are basically bicycles with pedals and an electric motor.

Electric scooters have handlebars, a floorboard or a seat, and an electric motor that can be powered by the electric motor and/or human power. E-Scooter riders are also granted all of the rights and are subject to all of the duties applicable to the rider of a bicycle.
These types of vehicles can travel at relatively high speeds for a vehicle in class of bicycles. With no licensing required, the proliferation of these vehicles has been causing traffic safety issues. There are currently no classifications for tracking traffic crashes with these vehicles.

Other devices such as mopeds, electric skateboards, segways, hoverboards, and electric unicycles are not considered E-Bikes or E-Scooters and are illegal to operate on the highways in New York State or subject to other laws or regulations.

This new area of traffic safety will get our attention to work on solutions to educate the general public on legality and traffic safety issues.

Too many pedestrians have been making bad choices in traffic resulting in serious injury and death. Our migrant population is struggling with safe walking and crossing knowledge. We will work to educate our pedestrians and provide retro reflective materials.

A major problem we face is a shift in traffic behavior since the COVID pandemic of 2020. Nationwide, traffic deaths were up considerably since the start of the pandemic. Driver behavior along with a sharp increase in the use of drugs and alcohol while driving increased deaths significantly. Early estimates from NHTSA put the nationwide death toll around 39,400 – the first time since the pandemic started that the death toll was under 40,000. But the actual numbers still have not been announced yet. The traffic safety problems caused by the pandemic continue be a serious challenge.

Through the Albany County Department of Public Works, Albany County has a full time Traffic Safety Instructor who covers all the above topics within the scope of his duties. The current Traffic Safety Instructor has been employee with Albany County in that title's capacity since 1989. Grant monies have been acquired through GTSC in the past to subsidize the salary specific to the Traffic Safety Instructor position. This allows for the continuation of community education with the goal to decrease crashes and injuries. This proposal will outline the target issues and goals for Albany County in the 2026-2026 grant year from October 1 through September 30. For the purpose of this proposal, the Traffic Safety Instructor will be referred to as "Program Coordinator".

Occupant Restraint & Child Passenger Safety

Problem Identification

This is a two part section focusing on restraint use for all occupants and also specific to child passengers.

Studies show that wearing a seatbelt is the most effective way of preventing injuries and fatalities in motor vehicle crashes. Statistics show that 92% of the occupants were restrained in crashes that occurred between 2019 and 2023. The Program Coordinator will discuss occupant restraints with all parents and guardians during child passenger safety classes and events to increase awareness on use and proper positioning. It will further be a focus in both the Teen and Older Driver Programs.

Studies also show that children passengers who are secured in proper child safety seats is the single most effective way in preventing child injuries and fatalities in motor vehicle crashes. Crash data shows that in Albany County between 2019 and 2023, there was an average of 55 child injuries under the age of seven. In that same five year span there was only one reported fatality in 2020.

Data collected by the Program Coordinator at fitting stations, safety seat check events and low-income education classes show that many child restraint seats are used incorrectly. In low-income areas child passenger seats may not be used at all. The information below is the most common problems found for the various types of child restraints:

- Rear facing infant or convertible seat
    - Seat not installed correctly/inappropriate incline
    - Harness straps positioned incorrectly or too loose
    - Seat expired
    - LATCH not used correctly

- Turning around to forward facing before age 2

- Forward facing only, convertible seat or combination seat with harness
  - Seat not installed correctly
  - Harness straps positioned incorrectly or too loose
  - Seat expired
  - LATCH not used correctly

- Booster Seat
  - Not used when required
  - Lap/shoulder belt not positioned correctly
  - Seat expired
  - Incorrect seat for child

It is important that guardians and community agencies know the correct and most updated information relative to child safety seats from reputable sources. The Albany County CPS Program will continue to work closely with all agencies that service or care for children to make sure they receive the most updated information available.

Goals

Increase the five-year average compliance rate of occupant restraint use by 4% from 92% to 96% by 2026.
Reduce the five-year average of children under the age of seven that are injured and/or killed in motor vehicle crashes because of improper child seating by 7% from 22 to 15 by 2026.

Objectives

- Increase all occupant restraint usage
- Reduce child safety seat misuse
- Increase the number of child seats inspected
- Increase the number of car seats distributed to low-income families as needed
- Conduct roughly 30 CPS educational outreach programs and presentations about the correct safety seat installation and usage

Performance Measures

Utilize various quantitative indicators to monitor our progress towards achieving our goals and objectives. They are:

- New York State Department of Motor Vehicles Albany County data information relative to crashes involving unsecured occupants
- Collect misuse data compiled on checklist forms at safety events, classes and inspection stations
- Record the number of safety seat inspections at safety seat events, classes and inspection stations
- Record the number of referrals for complimentary safety seats and the amount distributed
- Record the number of CPS educational outreach programs and presentations conducted
- Record the number of certified CPS Technicians

Operational Plan

- Schedule clients for child safety seat inspections at the permanent fitting station which is located at the Albany County Department of Public Works
  - Monday through Friday 9:00AM – 3:00PM by appointment
  - The Albany County DPW will act as a storage site for safety seats

- The Albany County DPW will act as a safety seat inspection facility
- Promotion of fitting station dates and events through press releases, brochures, flyers and the Albany County website

❖ Coordinate classes for the Low-Income Distribution Program
  - Conducted on a regular basis by appointment/registration
  - The Albany County DPW will act as a storage site for safety seats
  - The Program Coordinator will schedule appointments, receive referrals and ensure that there is adequate inventory of safety seats

❖ Conduct large scale CPS events

▪ April & September 2026	Crossgates Mall
▪ May & October 2026	Elm Avenue Park in Delmar
▪ May & October 2026	Ogden Mills Head Start
▪ May 2026	Al-Hidaya Muslim Community of Troy & Latham, NY
▪ July 2026	Watervliet Elementary School
▪ August 2026	Voorheesville Farmer’s Market

❖ Assist program partners with their CPS efforts
  - Albany County Youth and Family Services
  - New York State Police
  - Albany Medical Center Hospital
  - St. Peters Hospital
  - Whitney Young Health Center
  - Albany Community Action Program (ACAP)
  - Ravena Head Start
  - New Hope Church
  - Head Start Programs and Day Care Centers
  - School districts and educational institutions
  - Other organizations that service parents and / or children

❖ Conduct roughly 30 CPS low income outreach programs along with individual appointments at Albany County DPW

❖ Distribute CPS informational packets to program partners

❖ Recruit new CPS Technicians to maintain an adequate number of certified technicians within Albany County

❖ Act as a lead instructor, course administrator and assist in teaching CPS Technician Class in Albany County and in our region

Evaluation

The Program Coordinator will record the following and compare previous data to ensure goal has been met:

- Number of safety seats inspected
- Number of safety seats distributed
- Number of correctly and incorrectly installed safety seats inspected

- The most common types of safety seat misuse
- Schedule of fitting station appointments and return rate of clients
- Number of safety seat events conducted
- Number of CPS outreach programs conducted and number of participants
- Educational material distributed at each site and or event
- Number and permit information of all CPS Technicians in Albany County

In January of 2024, we had a child killed in a traffic crash. The child was not in a car seat. We will redouble our efforts to reach out to our incoming refugees and immigrants to teach them child passenger safety practices. Many of our new residents come from countries where child passenger and traffic safety in general is non-existent. We will continue to promote our car seat checkup events and low-income program to make sure all children are properly restrained in a vehicle. Also, in April of 2020, one of the participants in our 2019 Seat Check Saturday event received 3 new car seats from us and was in a high-speed crash in Latham. The children were basically uninjured.

Pedestrian Safety

Problem Identification

Walking, jogging, in-line skating and skateboarding are very popular ways to exercise. When these activities are performed on the roadways, it can be deadly if basic safety measures are not followed. Educating pedestrians and motorists about the law and safe ways to cross is an optimal way to decrease the amount of pedestrian crashes. Major issues concerning pedestrians are:

- Walking the wrong way on a roadway
- Roadway crossing outside the designated crosswalks
- Lack of reflective clothing
- Lack of attention while crossing

Our refugees and immigrants coming to Albany County come from countries where traffic safety is not a priority.

We had a small set back in reducing vehicle/pedestrian crashes ranging from 147 in 2021 to 181 crashes in 2023. Our fatalities have unfortunately increased in this time period going from 2 in 2019 to 10 in 2023.

Goal

Continue to decrease the five-year average of pedestrian/motor vehicle crashes in Albany County from 181 to 125 by 2026.

Objectives

- Increase awareness of proper pedestrian crossing and safety measures
- Coordinate at least five (5) pedestrian safety educational outreach programs
- Distribute pedestrian safety educational material
- Partner with local law enforcement agencies to distribute pedestrian safety educational material
- Work with our refugee/immigrant population on safe walking practices

Performance Measures

Utilize various quantitative indicators to monitor our progress towards achieving our goals and objectives. They are:

- New York State Department of Motor Vehicles Albany County data information relative to crashes involving pedestrians
- Number of pedestrian safety educational outreach programs completed along with the number of participants

- Number of pedestrian safety educational materials distributed and from what site they were distributed

Operational Plan

- Coordinate at least five (5) pedestrian safety educational outreach programs. Events will be coordinated at:
  - Child care facilities
  - Municipal safety programs
  - Summer programs
  - Health and wellness fairs
  - Elementary schools
  - Other community groups

- Conduct a walking school bus education program at our bicycle rodeos to teach safe walking practices on the rodeo course itself, interacting with the bicyclists on the course for real pedestrian to vehicle interaction

- Coordinate with area law enforcement the distribution of pedestrian safety educational materials at local community events.

- Coordinate at least three (3) Walk Our Children to School educational forum to encourage children to learn and practice important pedestrian safety skills.

Evaluation

- Record the number of the following:
  - Number of educational outreach programs coordinated
  - Number of participants at each program
  - Number of Walk Our Children to School forums coordinated and the number of children who participated
  - Number of pedestrian safety educational materials created and distributed

Bicycle and Wheel Sport Safety

Problem Identification

Cycling has become extremely popular in Albany County. In the more rural areas of the county there has been increased interest in cycling as there are several very active competitive groups who train for events. Bicycles are also more prevalent in the urban areas of Albany County as a primary means of transportation. Major concerns for safety are:

- Riding the wrong way on the roadway
- Intersection crossing
- Lack of reflective clothing
- Improper or no helmet use
- Lack of attention
- E-bike issues mentioned earlier

Between 2019 and 2023, Albany County had an increase in the number of bicycle/motor vehicle crashes from 52 to 61 with a five-year average of 60.8 crashes. There were 3 fatalities in the 5 year period.

Goal

Reduce the five-year average of bicycle/motor vehicle crashes by from 61 to 48 by 2026.

Objectives

- Coordinate at least 5 bicycle education programs structured for children under the age of 16
- Distribute bicycle helmets to children at specific venues and events as needed
- Coordinate at least three (3) bicycle rodeos and assist other agencies as requested with non-sponsored bicycle rodeos
- Partner with local law enforcement to distribute bicycle safety educational material and bicycle helmets when available

Performance Measures

Utilize various quantitative indicators to monitor our progress towards achieving our goals and objectives. They are:

- New York State Department of Motor Vehicles Albany County data information relative to crashes involving bicycles
- Number of bicycle safety educational outreach programs completed and the number of participants
- Number of helmets distributed and the location/venue
- Number of bicycle safety educational materials distributed

Operational Plan

- Coordinate at least three (3) bicycle safety educational events for children under the age of 16 with an emphasis on safety habits that save lives. Events will be coordinated at:
    - Child care facilities
    - Municipal safety programs
    - Summer programs
    - Health wellness fairs
    - Elementary schools

- Actions will include:
    - Distribution of helmets with added emphasis on children who do not have one and guardians who may not be able to afford the purchase of one
    - Provide assistance in fitting the helmets and instruct on the importance of wearing a helmet when riding a bicycle
    - Provide educational information to promote safe bicycling habits

- Coordinate with area law enforcement the distribution of helmets when members encounter a child operating a bicycle without a helmet

- Coordinate at least three (3) bicycle rodeos during the spring/summer of 2026 with an attempt to schedule these events in conjunction with other community events to reach a larger number of attendees

Evaluation

Record the number of the following:

- Number of educational programs coordinated and the number of participants
- Number of helmets distributed and fitted at each program
- Number of helmets provided to local law enforcement for distribution
- Number of bicycle safety educational items created and distributed

Teen Safe Driving

Problem Identification
Studies continuously show that the main cause of unintentional death in teens ages 16-20 is motor vehicle crashes. Two major areas of concern for the younger driver are distracted driving and safety restraint usage. Research has indicated that young drivers are less likely to buckle up. Also, younger drivers have developed distracted driving behaviors such as using electronic devices. These distractions combined with inexperience have proven to be a dangerous combination.

From 2019 - 2023, Albany County saw a decrease in teen crashes (ages 16 -20) from 1,376 in 2019 to 1,206 in 2023. There was an average of 2.2 fatalities per year in this time period. Since driver distraction and inattention continues to be the number one contributing factor for this age group, a priority to continue to educate teens relative to these dangers and consequences is needed.

Goals

- ❖ Reduce the five-year average of teen driving crashes from 1,206 to 1,100 by 2026.
- ❖ Continue to increase parental awareness on issues that are specific to the teen driver and to encourage a more proactive approach to their teens driving experience

Objectives

- ❖ Continue to improve teen seat belt compliance
- ❖ Reduce the number of teen motor vehicle crashes that are attributed to driver inattention and distracted driving
- ❖ Continue teen crash awareness though community events

Performance Measures

Utilize various quantitative indicators to monitor our progress towards achieving our goals and objectives. They are:

- New York State Department of Motor Vehicles Albany County data information relative to 16-20 age drivers that have been injured/killed, driver inattention/distraction as a contributing factor and seatbelt use
- Pre/Post safety belt compliance observation survey will be performed at participating local high schools to measure the effectiveness of our teen driver information and education programs
- Record the number of outreach programs and the number of participants
- Evaluate the program to utilize feedback and suggestions for improvement program
- Record the number of teen driver safety educational materials that were distributed and at what event or venue

Operational Plan

- ❖ Conduct at least four (4) awareness events where educational and informational literature will be distributed
- ❖ Conduct traffic safety display booths with a focus on all aspects of traffic safety

Evaluation

- ❖ Record statistical data for safety belt compliance surveys around local high schools.
- ❖ Record the number of outreach programs conducted and the number of participants at each program

Older Drivers Program

Problem Identification

According to statistical data available from the National Highway Traffic Safety Administration (NHTSA) the number of older drivers age 60 and over is increasing. Between 2019 and 2023 Albany County saw a slight decrease in crashes involving drivers in this age group from 1,773 in 2019 to 1,720 in 2023. Frequent concerns with senior drivers are:

- vision, flexibility, range of motion, mirror positioning, reaction time, line of sight and proper seatbelt use

Goal

Reduce the average number of crashes involving drivers age 60 and over from 1,720 to 1,650 by 2026.

Objectives

- Conduct *CarFit* events focusing on the above listed concerns for older drivers
- Distribute driving information to older drivers through senior centers and special events

Performance Measures

Utilize various quantitative indicators to monitor our progress towards achieving our goals and objectives. They are:

- New York State Department of Motor Vehicles data for Albany County information relative to motor vehicle crashes involving drivers 60 and over
- Record the number of older driver events and participants

Operational Plan

- Hold at least five (5) *CarFit* events focused on safety issues for the older driver with the following community partners:
  - AAA of the Capital District
  - Colonie Senior Center
  - Sunnyview Rehabilitation Center
  - Other senior centers

Evaluation

- Record the number of older drivers evaluated
- Record the number of older drivers who follow through on their referral to a driver rehabilitation specialist

Motorcycle Safety

Problem Identification

Between 2019 and 2023 Albany County saw a slight decrease in motorcycle crashes from 112 in 2019 to 103 in 2023. Motorcycle fatalities decreased from 5 in 2019 to 5 in 2023 with a spike to 6 in 2020 during the heart of the pandemic. While these numbers show a downward trend, we can do better.

Goal
Reduce the average number of motorcycle crashes from 103 to 90 by 2026 and fatalities from 3 to zero.

Objectives
- ❖ Address motorcycle awareness at traffic safety events
- ❖ Address motorcycle awareness at CarFit events for seniors

Performance Measures
Utilize various quantitative indicators to monitor our progress towards achieving our goals and objectives. They are:
- New York State Department of Motor Vehicles data for Albany County information relative to motor vehicle crashes involving motorcycles

Operational Plan
- Keep the awareness of motorcycles in traffic at the forefront at our traffic safety displays
- Discuss motorcycle awareness at CarFit events

Evaluation
- ❖ Record the number of displays where motorcycle awareness is discussed
- ❖ Analysis of motorcycle crash data

Distracted Driving

In Albany County, it has been reported that the primary contributing factor in crashes is the driver being distracted/inattentive with a 5-year average from 2019 – 2023 of 1,560. Distractions can be any number of things including but not limited to electronics use, eating, passengers, in car controls, pets, grooming and can even include outside vehicle distractions such as scenery or other motorists. Most distractions are not an enforceable offense and being able to determine when and if a driver's attention is diverted is not easily measurable. Regardless of this, the Program Coordinator will dedicate a portion of each above listed program to discuss distractions and the importance of the driver staying focused while operating a motor vehicle. He will also display distracted driving information at community events and provide printed material to local law enforcement agencies as requested.

Media Public Awareness

The Albany County Traffic Safety Board believes that education and awareness are effective strategies to increase public awareness relative to all of the above mentioned traffic safety concerns and can reduce highway injuries and fatalities. Press releases, press conferences, media interviews and public service announcements may be developed and submitted for this purpose. The Program Coordinator will assist, promote, initiate and/or participate as requested.

Below is a sample schedule of media events.

Month	Traffic Safety Topic
October 2026	Walk to School Day/Halloween Safety
November 2026	Proper Occupant Protection
December 2026	Sober Safe Ride

January 2026	Safe winter driving
February 2026	Pedestrian Safety
March 2026	Drowsy Driving
April 2026	Operation Safe Stop/Motorcycle Awareness
May 2026	Bicycle safety/Click It or Ticket Campaign
June 2026	Distracted Driving
July 2026	Pedestrian Safety
August 2026	Back to School Safety
September 2026	Child Passenger Safety

We have large scale traffic safety events planned for 2026. Among them is our large-scale traffic display at the Hannaford Kidz Expo which reaches a large number of families at this event held at the Empire State Plaza Convention Center in March of 2026. We will also be talking to new parents at the Whitney M. Young Health Center Annual Baby Shower. We also have our 42nd Albany County Traffic Safety Awareness Weekend that will be held at Crossgates Mall in September 2026. This weekend event features traffic safety displays from many agencies in Albany County to promote traffic safety awareness. The event stretches about ½ of the lower level of the mall with numerous booths on all areas of traffic safety.

The Program Coordinator will maintain good working relationships with local outreach and law enforcement agencies for the purpose of sharing updated information and distributing various traffic safety presentations and materials. The Program Coordinator will also attend monthly Law Enforcement Evaluation Committee Meetings and bi-monthly NYS Association of Traffic Safety Board Meetings to encourage networking and partnerships throughout the region.

End of Attachment C - Work Plan

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract

term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Period 1: October 1, 2025 – September 30, 2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2025 – 12/31/2025	01/30/2026
2	Quarterly Reimbursement	01/01/2026 – 03/31/2026	04/30/2026
3	Quarterly Reimbursement	04/01/2026 – 06/30/2026	07/30/2026
4	Quarterly Reimbursement	07/01/2026 – 09/30/2026	10/30/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion

of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative

goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: October 1, 2025 – September 30, 2026			
Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	10/01/2025 – 03/31/2026	04/15/2026
2	Work Plan Based	10/01/2025- 09/30/2026	10/15/2026

E. Special Payment and Reporting Provisions

Claims for Reimbursement:

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed **with** supporting documentation to: New York State Governor's Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system and the documentation mailed (postmarked) to the GTSC by the due dates listed in this Attachment D (Payment and Reporting).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form **with** supporting documentation must be mailed (postmarked) to the GTSC by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov/highway-safety-grant-program. Contractors must read this instruction guide prior to initiating grant activity.

Reports:

This Attachment D (Payment and Reporting) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report outside of the regular reporting format. This reporting would be in addition to the reports outlined in this Attachment D.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by- step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov/highway-safety-grant-program.

End of Attachment D - Payment and Reporting

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

August 14, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

We request the Legislature's approval of an agreement with the NYS Governor's Traffic Safety Committee to accept funding regarding the Child Passenger Safety Program. Albany County was notified by the NYS Governor's Traffic Safety Committee that we are being awarded $40,000.00 in funding.

The $40,000.00 is funding for federal fiscal year dating from October 1, 2025 to September 30, 2026. The funding allows the department to purchase $33,000.00 in car seats and the remaining $7,000.00 will be used for program related expenses such as the cost of tent rentals for events, purchase of curriculum and education materials.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207

File #: TMP-6788, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Contract Authorization with NYS Governor's Traffic Safety Committee to accept funds regarding the Child Passenger Safety Program

Date: 08/14/2025
Department: Public Works
Attending Meeting: Lisa M. Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-7919

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
NYS Governor's Traffic Safety Committee, 6 Empire State Plaza, Albany, NY 12228

Term: (Start/end date or duration) 10/01/2025-09/30/2026
Amount/Raise Schedule/Fee: $40,000.00

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☒ No ☐
Spreadsheet attached: Yes ☐ No ☒

Source of Funding - (Percentages)
Federal: Enter text. County: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:
Revenue Account and Line: D35020.03327
Revenue Amount: $40,000.00
Appropriation Account and Line: D95020.44049
Appropriation Amount: $40,000.00

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☒ No ☐
If Mandated, Cite Authority:	NYS Governor's Traffic Safety Program
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

<u>Previous requests for Identical or Similar Action:</u>
Resolution/Law Number and Date: Enter text.

<u>DESCRIPTION OF REQUEST:</u> (state briefly why legislative action is requested)

The Department of Public Works requests the Legislature's approval of an agreement with the NYS Governor's Traffic Safety Committee to accept funding regarding the Child Passenger Safety Program. Albany County was notified by the NYS Governor's Traffic Safety Committee that we are being awarded $40,000.00 in funding. The funding allows the department to purchase $33,000.00 in car seats and the remaining $7,000.00 will be used for program related expenses such as the cost of tent rentals for events, purchase of curriculum and education materials.

JUSTIN O'CONNOR
Director

(518) 474-0972
Fax: (518) 473-6946

NEW YORK STATE | Department of Motor Vehicles

GOVERNOR'S TRAFFIC SAFETY COMMITTEE
6 EMPIRE STATE PLAZA ALBANY, NY 12228

August 13, 2025

William VanAlstyne
Traffic Safety Instructor
Albany County Traffic Safety Board
Albany County Sheriff's Dept.16 Eagle St., Room 79
Albany, NY 12207-1089

Re: CPS-2026-Albany TSB-00071-(001)
Child Passenger Safety Program
T007485
CFDA #: 20.616
EFFECTIVE DATE: October 1, 2025

Dear Traffic Safety Instructor William VanAlstyne:

On behalf of the Governor's Traffic Safety Committee, I am pleased to notify you that the Albany County Traffic Safety Board has been awarded $40,000 to participate in the statewide "Child Passenger Safety" program. Our goal is to increase the proper use and installation of child safety seats in New York State.

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.

Please note the following requirement:

Payment for claims submitted under this grant award shall be rendered electronically in accordance with the Office of the State Comptroller's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

Thank you for participating in this very important statewide 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,

Justin O'Connor
Director

JMO:bp
cc: Susan Rizzo
Christine Tashjian

CONTRACT INSTRUCTIONS

The project director must make sure that the person reviewing and signing the contract is aware of the following information:

1. Changes **cannot** be made to the contract. Any changes made **will** result in a rejection of the contract.

2. Once the attached Signature page is signed by an authorized representative **(see below)** **and** notarized, **ONLY** the completed Signature page is to be returned to the New York State Governor's Traffic Safety Committee (GTSC). Do **NOT** return the contract.

3. The completed Signature page must be emailed to GTSCContracts@dmv.ny.gov.

4. The Signature page with the original "wet" signatures must be mailed to:

   New York State Governor's Traffic Safety Committee

   Attn: Contract Coordinator

   6 Empire State Plaza, Room 410

   Albany, NY 12228

5. When the completed Signature page with the original "wet" signatures is received, the GTSC will upload the completed Signature page into an electronic version of the contract. A copy of that contract was provided with the grant award letter.

6. Once all required approvals are received, a copy of the approved contract will be emailed to your organization for your records.

Authorized Representative:

Having the project director role on the grant does **NOT** give someone the authority to sign the contract. Although a specific department may have submitted the grant, the contract is not with that specific department; it is with the City, County, Town or Village. For example, the Town of Smith's Police Department submits the grant. The Contractor is the Town of Smith, not the police department. The person signing the contract must have the legal authority to bind the Town to a contract. Please contact your County, City, Town or Village Legal Department to determine who has the authority to sign the contract.

This page was intentionally left blank.

Signature page follows on next page.

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

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

CONTRACTOR:	STATE AGENCY:
ALBANY COUNTY OF	New York State Governor's Traffic Safety Committee
By: ______________________	By: ______________________
______________________ Printed Name	Mary Arthur Printed Name
Title: ______________________	Title: Program Manager
Date: ______________________	Date: ______________________

STATE OF NEW YORK

County of ______________________

On the ____ day of __________, ____, before me personally appeared ______________________, to me known, who being by me duly sworn, did depose and say that he/she resides at ______________________, that he/she is the ______________________ of the ______________________, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

(Notary) ______________________

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
______________________	______________________
______________________ Printed Name	______________________ Printed Name
Title: ______________________	Title: ______________________
Date: ______________________	Date: ______________________

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address):	BUSINESS UNIT/DEPT. ID: DMV01/3700393
New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228	CONTRACT NUMBER: T007485 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: ALBANY COUNTY OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) ☐ Amendment (list periods)
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 146002563	PROJECT NAME: Child Passenger Safety Program - CPS (CPS-2026-Albany TSB-00071-(001)) ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 20.616
CONTRACTOR PRIMARY MAILING ADDRESS: 112 STATE STREET ALBANY, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address 112 STATE STREET ALBANY, NY 12207 CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address 112 STATE STREET ALBANY, NY 12207 CONTRACTOR PRIMARY E-MAIL ADDRESS: william.vanalstyne@albanycountyny.gov	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:	CONTRACT FUNDING AMOUNT
From: 10/01/2025 To: 09/30/2026 AMENDED TERM: From: To:	(*Fixed Term* - enter current period amount; *Simplified Renewal* - enter cumulative amount to date; *Multi-year* - enter total projected amount of the contract): CURRENT: $40,000 AMENDED: FUNDING SOURCE(S) ☐ State ☑ Federal ☐ Other

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☑ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement"), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

3. Modifications to the Face Page

4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1] For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not- for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain

provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169- 2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, “Publicity” includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State’s name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III (F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by the New York State Governor's Traffic Safety Committee and any report on the results of such testing must be satisfactory to the New York State Governor's Traffic Safety Committee.

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non- responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non- responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

<u>APPENDIX A</u>

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section

239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3- a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section

312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY

<u>CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS</u>. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. <u>IRAN DIVESTMENT ACT</u>. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. <u>ADMISSIBILITY OF REPRODUCTION OF CONTRACT</u>. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee
Attn: Program Manager
6 Empire State Plaza, Room 410B
Albany, NY 12228

Notices to the Contractor shall be addressed to:

William VanAlstyne
Traffic Safety Instructor
Albany County DPW Traffic Safety Education
449 New Salem Road
Voorheesville, NY 12186

or

Email: william.vanalstyne@albanycountyny.gov

End of Attachment A-1 – Agency Specific Terms and Conditions

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS

DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

GRANT MODIFICATIONS - Grant modifications must be requested through the eGrants system **and** approved by the GTSC **BEFORE** the activity takes place or the item is ordered/purchased. Grant modifications cannot increase the dollar amount of the grant award. The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides information on how to submit a grant modification request. This guide is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov/highway-safety-grant-program.

PAYMENTS - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated, and attached to the claim on the Attachments page. All required supporting documentation must be attached to the claim on the Payment Request page for the corresponding expense line. The claim for payment reimbursement request with all required documentation must be submitted through the eGrants system by the due dates listed in the Attachment D (Payment and Reporting) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request and all required documentation must be submitted through the eGrants system by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov/highway-safety-grant-program. Contractors must read this instruction guide prior to initiating grant activity.

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

Items approved in the budget should be ordered by July 31 and must be received by September 30.

Equipment that costs $10,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials should include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor' s Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant and the materials, including the content and text, must be pre-approved every year, regardless of whether they have been approved in the past.

REPORTING - The Attachment D (Payment and Reporting) section of this contract outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. Progress reports are submitted through the eGrants system.

MONITORING - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the project period or within 3 years after the end of the project period. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period.

CHILD PASSENGER SAFETY GRANT PROGRAM CONDITIONS:

Funds cannot be expended unless at least one technician listed on the grant has and maintains a technician certification from SAFE KIDS Worldwide.

The following four schedules are part of the Child Passenger Safety grant program:

Schedule A – Permanent Fitting Stations
Schedule B – Child Passenger Safety Awareness Trainings
Schedule C – Car Seat Check Events
Schedule D – Car Seat Education & Distribution Programs

The Contractor must check the Attachment C (Work Plan Summary) section of this contract to see which schedule (s) was approved in their grant. Contractor is responsible for ensuring that all conditions listed below that relates to the schedule (s) approved in the Attachment C (Work Plan Summary) section of this contract are adhered to.

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

Schedule A - Permanent Fitting Stations

This schedule is **not** to be used for car seat check events or for the distribution of free car seats.

Contractor must provide oversight of the technicians and supplies needed to run the station (s).

Contractor must have certified Child Passenger Safety (CPS) Technicians and/or Instructors with current certification status to staff the fitting station. If the fitting station is a special needs fitting station, the assigned technicians must also be certified by Riley Children's Hospital.

Grant funding will not pay for salaries and overtime; the contractor must allow its staff to operate the fitting station as part of their job duties. This is a community service and there will be no cost to the parent or caregiver for this service.

Contractor should have some type of liability insurance covering the fitting station activities. This may be through the lead agency such as a fire or police department.

Contractor must have a contact person that handles the administrative needs of the fitting station. This person is responsible for receiving phone calls from parents/caregivers, scheduling appointments for inspections, coordinating day-to-day activities, submitting all reports and records and making sure checklist forms are completed. This person does not have to be a Technician but should be someone committed to the program and have some basic Child Passenger Safety knowledge.

Reporting is required twice annually; the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

Contractor must set a regular schedule of operation for the fitting station with consistent hours and dates of operation. This may be daily, weekly or monthly but should be consistent so that the public can rely on a regular schedule of availability.

Seat inspections can be done by appointment or by drive up, depending on staffing capabilities. Mobile fitting stations must operate on a scheduled basis at designated locations. Each mobile fitting station must operate a minimum of once every three months.

Contractor should post their fitting station information on the GTSC website by emailing the CPS Program Coordinator their agency name, fitting station location, hours of operation, contact person and contact information.

Certified Child Passenger Safety Technicians must complete a car seat check form for each car seat inspected and provide education on the proper use, maintenance and installation of the child restraint based upon the manufacturer's instructions.

A current recall list must be used to verify the seat has not been identified with a defect.

At the end of the appointment the parent/caregiver shall confirm their knowledge and capabilities of car seat usage and proper installation by performing the final installation of the car seat in their vehicle before leaving the fitting station appointment.

All car seats purchased with grant funding must be stored in a secure and locked area. The contractor is responsible for keeping a record of current inventory.

Contractor will be permitted to provide a limited number of replacement seats purchased through funding from the grant. Car seats should not be distributed to a parent/caregiver that comes into the fitting station without a car seat. In this event, please refer them to a local Schedule D Education and Distribution Program. Contractors are to implement the following procedures at their fitting stations:

- When setting up fitting station appointments the parent or caregiver must be informed that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the appointment.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, the technician should:

1. Inspect the seat.

2. Show and tell of the deficiencies and why the seat needs to be replaced.

3. Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and offer to assist them with learning how to use and install their new seat correctly.

4. If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use your discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

Schedule B – Child Passenger Safety Awareness Trainings

Effective child passenger safety training is very important in terms of providing technical information to raise awareness of the importance of proper occupant restraint usage.

When Child Passenger Safety Awareness Trainings are conducted for parents and caregivers, the educator will instruct the parent or caregiver about selecting the right seat, deciding which direction it should be in the vehicle, where it should be located in the vehicle, how to install the seat and the proper use of the harnesses. To confirm the knowledge and awareness of a parent/caregiver, the parent/caregiver is required to actually practice car seat installations before leaving the training.

Seats purchased with GTSC funding will **<u>not</u>** be permitted to be distributed through the Schedule B – Child Passenger Safety Awareness Training Programs.

Contractor must use only certified technician(s) to conduct the Child Passenger Safety Awareness trainings.

Contractor must submit a progress report twice annually: the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

Schedule C – Car Seat Check Events

A car seat check event must be **separate** from a fitting station and must not be limited to appointments (unless approved by the NYS GTSC CPS Statewide Coordinator). Examples of events are those held at a shopping mall or auto dealership; held in conjunction with a community event such as a fall festival or open house.

Contractor must conduct or participate in a car seat check event during National Child Passenger Safety Week.

Contractor is expected to post their events on the Car Seat Check Events Calendar on the GTSC web site by filling out the following web posting form: https://trafficsafety.ny.gov/CPS-event-request. Events must be submitted at least 4 weeks prior to the event.

Contractor must have media involvement in promoting event(s) and the event(s) must be well publicized. (Examples include social media posts, newspapers, magazines, radio, public access television, local news, prime time television, etc.). Do not advertise that car seats will be given away or are "FREE." A copy of the promotional event message must be attached to the progress report. **The GTSC cannot pay for advertising**, but we encourage grantees to partner with local media outlets.

Contractor must acknowledge the Governor's Traffic Safety Committee as one of the sponsors of the event in any promotional materials.

Contractor must have certified Child Passenger Safety Technicians or Instructors to conduct the car seat inspections and installations.

A certified Child Passenger Safety Technician must complete a car seat check form for each car seat inspected. They must also provide education on the proper use, maintenance and installation of the child restraint based upon the manufacturer's instructions.

A current recall list must be used to verify the seat has not been identified with a defect.

At the end of the inspection and education, the parent/caregiver shall confirm their knowledge and capabilities of car seat usage and proper installation by performing the final installation of the car seat in their vehicle before leaving the event.

Contractor must submit a progress report twice annually: the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through the eGrants system. If Contractor is conducting car seat check events with other agencies, all agencies are required to submit a progress report through eGrants noting if they were the host agency or a participating agency. The host agency should be the only one reporting the data from the multiagency check event.

All child restraints purchased with grant funding must be stored in a secure and locked area. The contractor is responsible for keeping a record of current inventory.

Contractor is to implement the following procedures at their Car Seat Check Events:

- If inquiries are made by the public the parent or caregiver must be informed that if the seat has been in a serious crash (with air bag deployment, for example) or is older than 6 years old or they do not know the history of the seat then they should acquire a new seat and bring it with them to the Car Seat Check Event.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

1. Inspect the seat.

2. Show and tell of the deficiencies and why the seat needs to be replaced.

3. Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and offer to assist them with learning how to use and install their new seat correctly.

4. If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use your discretion and provide them with a replacement seat. The seat would be provided from your Schedule C car seat inventory.

If refreshments for car seat check events are **approved in the budget**, the following guidelines must be followed:

- It is strongly encouraged for all car seat check events hosted by local businesses that the event coordinator ask the local business if they would be willing to provide refreshments (beverages and/or food).

- If the local business is not able to provide refreshments, the grantee may use their grant funds to cover the expense if it is in their approved budget. If a grantee would like to add this line item to their Child Passenger Safety Grant – please contact your Highway Safety Program Representative for assistance with a program modification.

- When food is being purchased for car seat check events with grant funds please remember the following guidelines:

    - Refreshments are only allowable for technicians/instructors and greeters (not for the general public).

    - All car seat check events are eligible for food and beverage reimbursement. Food/beverage reimbursement for technicians/greeters is available at the lunch rate established by the federal per diem meal guidelines found at https://www.gsa.gov/travel/plan-book/per-diem-rates (lunch rates vary by location/county). For example, if a check event is being held in Albany County, food/refreshments may be purchased up to the LUNCH rate of $23 per technician.

    - The purchase of alcohol is not allowable under any circumstances.

Schedule D – Car Seat Education & Distribution Program

The Schedule D program is completely separate from a Schedule A program due to the low-income verification requirement before the hands-on car seat installation and distribution of a free car seat.

Contractor must have a certified Child Passenger Safety Technician on staff to conduct this program.

Contractor is required to verify that the family is a recipient of federal or state public assistance to qualify for the program.

The Education & Distribution Program will allow for distribution of car seats to those individuals who are truly in need of a car seat and meet low-income verification requirements. To meet these requirements, the contractor will need to determine income eligibility of all Schedule D clientele. We define low-income families as those who qualify under the New York State WIC Income Eligibility Guidelines or who qualify under a federal or state public assistance program. If a client has a valid card from a social service provider (WIC, Public Assistance, Child Care Council, Food Stamps) who has verified their income status, then the contractor can accept that card as proof of qualification.

Each client is required to complete and sign an application for services, applicant distribution agreement and waiver of liability form for each car seat distributed. (The GTSC will provide sample copies of these forms upon request.)

Contractor must give car seats away free of charge to verified, low-income families who are in need of a car seat(s). Contractor will not be permitted to request or receive donations for car seats.

It is encouraged, but not required, that the contractor provide an in classroom educational component as part of the program. It is recommended that the contractor provides some Child Passenger Safety education either in Power Point Presentation, lecture or in video format, such as “Don't Risk Your Child's Life VII” or “Simple Steps to Child Passenger Safety”. The contractor must verify that all education that is provided is current and accurate.

It is a requirement that a certified CPS Technician will educate each parent/caregiver on the specific car seat's proper installation, use and maintenance based on the manufacturer's instructions.

At the end of the appointment the parent/caregiver shall confirm their knowledge of their new car seat by demonstrating its proper use and installation in their vehicle. The parent/caregiver must correctly complete the final installation **before** leaving the training.

Technicians must complete a car seat check form for each car seat.

Complete and mail the car seat warranty card to the manufacturer.

Contractor must keep all records on file for a minimum of three years from when the car seat is distributed.

Contractor must store all of the grant funded car seats in a secure, locked area and keep a record of seats distributed and the current inventory.

Reporting is required twice annually; the semi-annual report due on April 15 for the first six months of project activities and the final report by October 15, for the last six months of project activities. Reports must be submitted through eGrants.

End of Attachment A-2 - Program Specific Terms and Conditions

ATTACHMENT A-3
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

FEDERAL POLICY – Policies and procedures of the following federal statutes and regulations may be applicable:

Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;

23 CFR Part 1300 - Uniform Procedures for State Highway Safety Grant Programs;

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards.

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));

- Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program."

POLITICAL ACTIVITY (HATCH ACT)

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal 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.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed

covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

No employee, officer, or agent of a Contractor or its subcontractor who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contracts or subcontract, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subcontract. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subcontract. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the contractor's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subcontractors, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The contractor shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No Contractor or its subcontractor, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The contractor shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to the State The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. The state will forward the disclosure to NHTSA. NHTSA will review the disclosure and may require additional relevant information from the subcontractor. lf a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any contractor, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a contractor, and the officers, employees or agents of a contractor who are

responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

End of Attachment A-3 - Federally Funded Grants and Requirements Mandated by Federal Laws

ATTACHMENT B
BUDGET

Budget Type: B-1 Expenditure Based Budget

Contract Periods

Contract Type: **Fixed Term Agreement**

Contract Term: **10/01/2025 to 09/30/2026**

Contract Amount: $40,000.00

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	10/01/2025 - 09/30/2026	$40,000.00			X	X

ATTACHMENT B-1
EXPENDITURE BASED BUDGET
SUMMARY

PROJECT NAME: Child Passenger Safety Program - CPS (CPS-2026-Albany TSB-00071-(001))

CONTRACTOR NAME: ALBANY COUNTY OF

CONTRACT PERIOD NUMBER: 1

CONTRACT PERIOD: From: 10/01/2025
To: 09/30/2026

Funds cannot be expended unless at least one technician listed on the grant has and maintains a technician certification from SAFE KIDS Worldwide.

CHILD SAFETY SEATS for Schedule A – Permanent Fitting Stations, **Schedule C –** Car Seat Check Events and **Schedule D -** Car Seat Education & Distribution Programs ONLY: Rear-facing infant seats, Convertible seats with 5-point harness, Combination seats with 5-point harness, Booster seats - no back, Booster seats - high back. Special needs restraints may ***only*** be purchased by agencies with an approved Special Needs Fitting Station.

Total cost of car seats: $33,000.00

OTHER RELATED EXPENSES: These are items needed to properly install a child restraint and/or run your program. All items charged to the grant must be listed under the "Other Than Car Seat Expenses" ON YOUR APPROVED GRANT BUDGET or be subject to non-reimbursement.

All purchases with grant funds are subject to prior approval by the GTSC before your reimbursement claims are paid. You must receive prior approval from the GTSC before making any purchases not listed on your budget summary.

For food to be eligible for reimbursement, "**Schedule C –** Car Seat Check Events" must be approved in the "Attachment C – Work Plan" section of the contract, there must be a checkmark in the box þ on the "Refreshments for Car Seat Check Events" budget line **and** the following guidelines must be followed.

In relation to federal funds being used for food at child passenger safety car seat check events, the following guidelines will be enforced.

- It is strongly encouraged for all car seat check events hosted by local businesses that the event coordinator asks the local business if they would be willing to provide refreshments (beverages and/or food).
- If the local business is not able to provide refreshments, the grantee may use their grant funds to cover the expense if it is in their approved budget. If a grantee would like to add this line item to their Child Passenger Safety Grant – please contact your Highway Safety Program Representative for assistance with a program modification.
- When food is being purchased for car seat check events with grant funds please remember the following guidelines:
  - Refreshments are only allowable for technicians/instructors and greeters (not for the general public).
  - All car seat check events are eligible for food and beverages reimbursement. Food/beverage reimbursement for technicians/greeters is available at the lunch rate established by the federal per diem meal guidelines found at https://www.gsa.gov/travel/plan-book/per-diem-rates (lunch rates vary by location/county). For example, if a check event is being held in Albany County, food/refreshments may be purchased up to the LUNCH rate of $23 per technician.
  - The purchase of alcohol is not allowable under any circumstance.

COMMON CPS ITEMS TO PURCHASE IN REASONABLE QUANTITIES AND AT REASONABLE MARKET PRICES THE TOTAL AMOUNT FOR REIMBURSEMENT OF THESE ITEMS IS NOT TO EXCEED **$300.00** WITHOUT JUSTIFICATION AND PRIOR WRITTEN APPROVAL FROM GTSC. No justification is needed to purchase these items at reasonable quantities/prices. Please Note: If you have any questions on what the GTSC deems reasonable, be sure to contact your Highway Safety Program Representative in advance of a purchase. Purchases should be made at the beginning of the grant cycle based upon need for planned CPS events.	
Antibacterial Hand Soap	Duct Tape
Belt-shortening Clips	Pens/Pencils/Chalk
Tape Measure(s)	Limited Office Supplies (folders, paper, etc.)
Scale(s) (less than $50 each)	Grip Liner
Locking Clips	Clipboards
Shipping for other than car seats	Pool Noodles
Rubber Gloves	Liability Insurance for Check Events
Hand Sanitizing Wipes/Disinfectant Wipes	First Aid Kit/Replacement First Aid Supplies
Storage Boxes/Totes*	Scissors

*Large Plastic Storage Box with Lid not to exceed $30.00 without pre-approval of program representative

CPS ITEMS TO PURCHASE WITH JUSTIFICATION FOR REASONABLE QUANTITIES
****JUSTIFICATION AND PRIOR APPROVAL REQUIRED****

Please Note: If you have any questions on what the GTSC deems reasonable, please contact your Highway Safety Program Representative.

ONLY THE ITEMS WITH A CHECKMARK IN THE BOX ☑ ARE ELIGIBLE FOR REIMBURSEMENT.

	ITEM	Quantity	Justification
☑	100% certification fees for new technicians, new instructor candidates, and tech proxies (reimbursed after completion).	6	As the program grows, there will always be a need for more certified technicians. Also, Many agencies do not cover the cost of CPS certification.
☑	100% of re-certification fees for current technicians and instructors (reimbursed after completion).	12	Many agencies do not cover the cost of CPS recertification
☑	LATCH Manual(s)	8	The LATCH Manual is essential to have on hand for car seat installation due to the vast complexities of the LATCH system.
☑	Refreshments for Car Seat Check Events **Please Note:** Pre-approval is not required as long as the guidelines regarding refreshments above are followed.	8	Working at a car seat checkup event is strenuous activity. Refreshments are needed to keep everyone going - espeically on the really hot days.
☑	Pop-Up Tent (Not to exceed $150.00 per tent without justification and pre-approval from program representative)	1	Cover is needed to work under during adverse weather conditions.
☐	Mileage for Schedule B Awareness Training		
☐	Mileage for Schedule C Check Events		
☐	Mileage for Schedule D Seat Distribution		
☑	Safe Ride News Subscription (Please indicate number of individual or small office subscriptions)	1	Safe Ride News is the exclusive and necessary source of child passenger safety information.
☐	Safety Belt Safe Subscription (Please indicate number of limited access or subscription memberships)		
☑	Shipping for Car Seats	1	Shipping costs are a part of the process to receive car seats.
☑	Approved CPS Videos/Curriculum/Educational Materials (Must receive pre-approval from your Highway Safety Representative prior to purchase)	1	Newer materials are needed for the ever-changing world of child passenger safety
☑	Fitting Station or Car Seat Check Event Sign and Stand	4	Large signs are needed to direct the general public to our car seat checkup events.
☐	CPS Trailer **Please Note:** Special trailer guidelines apply. Total cost of trailer must not exceed $9,500. Trailer Conditions can be found here: https://trafficsafety.ny.gov/system/files/documents/2025/02/cps-trailer-conditions-ffy2026.pdf		

☐	Replacement Parts for Special Needs Car Seats (Must have an approved special needs fitting station)			
☐	Other			
☑	Other	Rental of Large Tents for our larger events.	2	Weather protection is needed at our larger events to keep our techs and the families we serve in a safe and comfortable environment.
☐	Other			
☐	Other			

Total cost other related expenses: $7,000.00

TOTAL GRANT AWARD $40,000.00

ATTACHMENT C
WORK PLAN
SUMMARY

PROJECT NAME:	Child Passenger Safety Program - CPS (CPS-2026-Albany TSB-00071-(001))
CONTRACTOR NAME:	ALBANY COUNTY OF
CONTRACT PERIOD NUMBER:	1
CONTRACT PERIOD:	From: 10/01/2025 To: 09/30/2026

SEE ATTACHED WORK PLAN

Important Information:

Conditions related to the Child Passenger Safety grant program Schedules A, B, C and D are provided in the Attachment A-2 (Program Specific Terms and Conditions) section of this contract. Contractor must adhere to the conditions listed in Attachment A-2 for the schedule(s) (A, B, C and/or D) approved in this Attachment C (Work Plan Summary).

Items mentioned in 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.

SCHEDULE A - PERMANENT FITTING STATIONS

Permanent Fitting Stations are conducted to educate parents and caregivers about the proper ways to transport children safely using car seats and seat belts. The purpose of a fitting station is to focus on the appropriate child restraint selection and proper installation. This schedule is **not** intended to be used for car seat check events or for the distribution of free car seats.

Type of fitting station **approved** is indicated with a filled circle ⦿:

○ New Permanent Fitting Station ○ New Mobile Fitting Station ○ New Special Needs Fitting Station

⦿ Existing Permanent Fitting Station ○ Existing Mobile Fitting Station ○ Existing Special Needs Fitting Station

○ Add Another Fitting Station

<u>This information will be posted as written on the GTSC and NHTSA web sites.</u>

Fitting Station Name:	Albany County Department of Public Works				
Fitting Station Location Street Address:	449 New Salem Road				
City:	Voorheesville		Zip:	12186	
Name and Title of Station Contact Person:	William Van Alstyne				
Phone Number for Scheduling Appointments:	(518) 765-2565 (###-###-####)				
Station Contact Email:	william.vanalstyne@albanycountyny.gov				
Area Served:	○ Urban	⦿ Suburban	○ Rural		
Population Served:	○ Upper Income	○ Middle Income	⦿ Lower Income	○ Poverty	
Diverse Population Served:	⦿ Yes	○ No			

<u>Fitting Station Hours of Operation by Appointment (BE SPECIFIC):</u>

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week: Monday - Friday

Hours: 8:00 am - 2:30 pm by appointment

Answer the following:

How many car seats were inspected at your fitting station in the last six months?	75
Who schedules the appointments?	William Van Alstyne
What is the average number of appointments scheduled in a month?	10
How many technicians work at the fitting station?	1
Name of person who is or will be responsible for submitting progress reports to the GTSC.	William Van Alstyne
Email address of person who is or will be responsible for submitting progress reports to the GTSC.	wvanalstyne@voorheesville.org

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

Inspect the seat.

Show and tell of the deficiencies and why the seat needs to be replaced.

Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and that you would be willing to assist them with learning how to use and install their new seat correctly.

If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

☑ I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

https://grants.gtsc.ny.gov/_Upload/657830_1139810-BVASTACCertification.docx

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Type of fitting station **approved** is indicated with a filled circle ⦿:

○ New Permanent Fitting Station ○ New Mobile Fitting Station ○ New Special Needs Fitting Station

⦿ Existing Permanent Fitting Station ○ Existing Mobile Fitting Station ○ Existing Special Needs Fitting Station

○ Add Another Fitting Station

<u>This information will be posted as written on the GTSC and NHTSA web sites.</u>

Fitting Station Name:	AAA Hudson Valley			
Fitting Station Location Street Address:	618 Delaware Ave,			
City:	Albany		Zip: 12209	
Name and Title of Station Contact Person:	Michael Sweeney			
Phone Number for Scheduling Appointments:	(518) 426-1000 (###-###-####)			
Station Contact Email:	msweeney@aaahv.com			
Area Served:	○ Urban	⦿ Suburban	○ Rural	
Population Served:	○ Upper Income	⦿ Middle Income	○ Lower Income	○ Poverty
Diverse Population Served:	⦿ Yes	○ No		

Remainder of page intentionally left blank. Go to page 4.

<u>Fitting Station Hours of Operation by Appointment (BE SPECIFIC):</u>

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week:	Monday - Friday
Hours:	10:00 am - 3:00 pm by appointment

Answer the following:

How many car seats were inspected at your fitting station in the last six months?	163
Who schedules the appointments?	Michael Sweeney
What is the average number of appointments scheduled in a month?	20
How many technicians work at the fitting station?	2
Name of person who is or will be responsible for submitting progress reports to the GTSC.	William Van Alstyne
Email address of person who is or will be responsible for submitting progress reports to the GTSC.	wvanalstyne@voorheesville.org

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

IIf a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

Inspect the seat.

Show and tell of the deficiencies and why the seat needs to be replaced.

Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and that you would be willing to assist them with learning how to use and install their new seat correctly.

If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

☑ I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle ⦿:

○ New Permanent Fitting Station ○ New Mobile Fitting Station ○ New Special Needs Fitting Station

⦿ Existing Permanent Fitting Station ○ Existing Mobile Fitting Station ○ Existing Special Needs Fitting Station

○ Add Another Fitting Station

<u>This information will be posted as written on the GTSC and NHTSA web sites.</u>

Fitting Station Name:	Albany Police Department		
Fitting Station Location Street Address:	165 Henry Johnson Blvd.		
City:	Albany	Zip:	12206
Name and Title of Station Contact Person:	Officer Justin Wallace		
Phone Number for Scheduling Appointments:	(518) 427-4355	(###-###-####)	
Station Contact Email:	carseat@albany-ny.org		

Area Served: ◉ Urban ○ Suburban ○ Rural

Population Served: ○ Upper Income ○ Middle Income ◉ Lower Income ○ Poverty

Diverse Population Served: ◉ Yes ○ No

<u>Fitting Station Hours of Operation by Appointment (BE SPECIFIC):</u>

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week:	Twice per month, varying days
Hours:	10:00 am - 5:00 pm by appointment

Answer the following:

How many car seats were inspected at your fitting station in the last six months?	24
Who schedules the appointments?	Officer Justin Wallace
What is the average number of appointments scheduled in a month?	4
How many technicians work at the fitting station?	1
Name of person who is or will be responsible for submitting progress reports to the GTSC.	William Van Alstyne
Email address of person who is or will be responsible for submitting progress reports to the GTSC.	wvanalstyne@voorheesville.org

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

Remainder of page intentionally left blank. Go to page 6.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

Inspect the seat.

Show and tell of the deficiencies and why the seat needs to be replaced.

Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and that you would be willing to assist them with learning how to use and install their new seat correctly.

If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use discretion and provide them with a replacement seat. The seat would be provided from your Schedule C car seat inventory.

☑ I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle ⦿:

○ New Permanent Fitting Station ○ New Mobile Fitting Station ○ New Special Needs Fitting Station

⦿ Existing Permanent Fitting Station ○ Existing Mobile Fitting Station ○ Existing Special Needs Fitting Station

○ Add Another Fitting Station

<u>This information will be posted as written on the GTSC and NHTSA web sites.</u>

Fitting Station Name:	Cohoes Police Department		
Fitting Station Location Street Address:	97 Mohawk St.		
City:	Cohoes	Zip:	12047
Name and Title of Station Contact Person:	Officer Gabe Blizinski		
Phone Number for Scheduling Appointments:	(518) 233-5333 (###-###-####)		
Station Contact Email:	gblizinski@ci.cohoes.ny.us		
Area Served:	⦿ Urban	○ Suburban	○ Rural
Population Served:	○ Upper Income ○ Middle Income	⦿ Lower Income	○ Poverty
Diverse Population Served:	⦿ Yes	○ No	

<u>Fitting Station Hours of Operation by Appointment (BE SPECIFIC):</u>

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week: Monday - Friday

Hours: By appointment

Remainder of page intentionally left blank. **Go to page 7.**

Answer the following:

How many car seats were inspected at your fitting station in the last six months?	23
Who schedules the appointments?	Officer Gabe Blizinski
What is the average number of appointments scheduled in a month?	3
How many technicians work at the fitting station?	3
Name of person who is or will be responsible for submitting progress reports to the GTSC.	William Van Alstyne
Email address of person who is or will be responsible for submitting progress reports to the GTSC.	wvanalstyne@voorheesville.org

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

Inspect the seat.

Show and tell of the deficiencies and why the seat needs to be replaced.

Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and that you would be willing to assist them with learning how to use and install their new seat correctly.

If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

☑ I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle ⦿:

○ New Permanent Fitting Station ○ New Mobile Fitting Station ○ New Special Needs Fitting Station
⦿ Existing Permanent Fitting Station ○ Existing Mobile Fitting Station ○ Existing Special Needs Fitting Station
○ Add Another Fitting Station

<u>This information will be posted as written on the GTSC and NHTSA web sites.</u>

Fitting Station Name:	Town of Bethlehem Police Department		
Fitting Station Location Street Address:	447 Delaware Ave.		
City:	Delmar	Zip:	12054
Name and Title of Station Contact Person:	Officer Amanda Mueller		

Phone Number for Scheduling Appointments:	(518) 439-9973	(###-###-####)		
Station Contact Email:	amueler@townofbethlehem.org			
Area Served:	○ Urban	◉ Suburban	○ Rural	
Population Served:	○ Upper Income	◉ Middle Income	○ Lower Income	○ Poverty
Diverse Population Served:	◉ Yes	○ No		

Fitting Station Hours of Operation by Appointment (BE SPECIFIC):

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week:	Monday - Friday
Hours:	By appointment

Answer the following:

How many car seats were inspected at your fitting station in the last six months?	27
Who schedules the appointments?	Officer Amanda Mueller
What is the average number of appointments scheduled in a month?	4
How many technicians work at the fitting station?	7
Name of person who is or will be responsible for submitting progress reports to the GTSC.	William Van Alstyne
Email address of person who is or will be responsible for submitting progress reports to the GTSC.	wvanalstyne@voorheesville.org

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

Inspect the seat.

Show and tell of the deficiencies and why the seat needs to be replaced.

Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and that you would be willing to assist them with learning how to use and install their new seat correctly.

If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use discretion and provide them with a replacement seat. The seat would be provided from your Schedule C car seat inventory.

☑ I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle ⊙:

○ New Permanent Fitting Station ○ New Mobile Fitting Station ○ New Special Needs Fitting Station

⊙ Existing Permanent Fitting Station ○ Existing Mobile Fitting Station ○ Existing Special Needs Fitting Station

○ Add Another Fitting Station

This information will be posted as written on the GTSC and NHTSA web sites.

Fitting Station Name:	Town of Colonie Police Department		
Fitting Station Location Street Address:	312 Wolf Road		
City:	Latham	Zip:	12110
Name and Title of Station Contact Person:	Officer Rebecca Ruedker		
Phone Number for Scheduling Appointments:	(518) 782-2662 (###-###-####)		
Station Contact Email:	rueckerr@colonie.org		
Area Served:	○ Urban ⊙ Suburban ○ Rural		
Population Served:	○ Upper Income ⊙ Middle Income ○ Lower Income ○ Poverty		
Diverse Population Served:	⊙ Yes ○ No		

Fitting Station Hours of Operation by Appointment (BE SPECIFIC):

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week: Monday - Friday

Hours: 7:00 am - 3:00 pm By appointment

Answer the following:

How many car seats were inspected at your fitting station in the last six months?	27
Who schedules the appointments?	Officer Amanda Mueller
What is the average number of appointments scheduled in a month?	4
How many technicians work at the fitting station?	7
Name of person who is or will be responsible for submitting progress reports to the GTSC.	William Van Alstyne
Email address of person who is or will be responsible for submitting progress reports to the GTSC.	wvanalstyne@voorheesville.org

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

Remainder of page intentionally left blank. Go to page 10.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

Inspect the seat.

Show and tell of the deficiencies and why the seat needs to be replaced.

Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and that you would be willing to assist them with learning how to use and install their new seat correctly.

If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

☑ I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle ⦿:

○ New Permanent Fitting Station ○ New Mobile Fitting Station ○ New Special Needs Fitting Station

⦿ Existing Permanent Fitting Station ○ Existing Mobile Fitting Station ○ Existing Special Needs Fitting Station

○ Add Another Fitting Station

<u>This information will be posted as written on the GTSC and NHTSA web sites.</u>

Fitting Station Name:	Town of Guilderland Police Department			
Fitting Station Location Street Address:	5209 Western Turnpike			
City:	Guilderland		Zip: 12084	
Name and Title of Station Contact Person:	Officer Matt Hanzalik			
Phone Number for Scheduling Appointments:	(518) 356-1501 (###-###-####)			
Station Contact Email:	hanzalikm@guilderland.org			
Area Served:	○ Urban	⦿ Suburban	○ Rural	
Population Served:	○ Upper Income	⦿ Middle Income	○ Lower Income	○ Poverty
Diverse Population Served:	⦿ Yes	○ No		

<u>Fitting Station Hours of Operation by Appointment (BE SPECIFIC):</u>

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week: Monday - Friday

Hours: 8:00 am - 4:00 pm By appointment

Remainder of page intentionally left blank. Go to page 11.

Answer the following:

How many car seats were inspected at your fitting station in the last six months?	27
Who schedules the appointments?	Officer Matt Hanzalik
What is the average number of appointments scheduled in a month?	4
How many technicians work at the fitting station?	7
Name of person who is or will be responsible for submitting progress reports to the GTSC.	William Van Alstyne
Email address of person who is or will be responsible for submitting progress reports to the GTSC.	wvanalstyne@voorheesville.org

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

Inspect the seat.

Show and tell of the deficiencies and why the seat needs to be replaced.

Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and that you would be willing to assist them with learning how to use and install their new seat correctly.

If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

☑ I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

Type of fitting station **approved** is indicated with a filled circle ⦿:

○ New Permanent Fitting Station ○ New Mobile Fitting Station ○ New Special Needs Fitting Station

⦿ Existing Permanent Fitting Station ○ Existing Mobile Fitting Station ○ Existing Special Needs Fitting Station

○ Add Another Fitting Station

<u>This information will be posted as written on the GTSC and NHTSA web sites.</u>

Fitting Station Name:	Village of Menands Police Department		
Fitting Station Location Street Address:	250 Broadway		
City:	Menands	Zip:	12204
Name and Title of Station Contact Person:	Officer PJ Stone		

Phone Number for Scheduling Appointments:	(518) 463-1681 (###-###-####)
Station Contact Email:	pstone@menadnspolice.com
Area Served:	○ Urban ◉ Suburban ○ Rural
Population Served:	○ Upper Income ◉ Middle Income ○ Lower Income ○ Poverty
Diverse Population Served:	◉ Yes ○ No

Fitting Station Hours of Operation by Appointment (BE SPECIFIC):

Examples: Monday-Friday, 2PM to 5PM every week. Or First Wednesday of the month, 9AM to Noon

Days of the Week:	Sunday - Thursday
Hours:	7:00 am - 3:00 pm By appointment

Answer the following:

How many car seats were inspected at your fitting station in the last six months?	12
Who schedules the appointments?	Officer PJ Stone
What is the average number of appointments scheduled in a month?	2
How many technicians work at the fitting station?	2
Name of person who is or will be responsible for submitting progress reports to the GTSC.	William Van Alstyne
Email address of person who is or will be responsible for submitting progress reports to the GTSC.	wvanalstyne@voorheesville.org

In addition to following the **overarching list of best practices/recommendations** required with the CPS program the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your fitting station. Please describe your procedure in the box below.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

Inspect the seat.

Show and tell of the deficiencies and why the seat needs to be replaced.

Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and that you would be willing to assist them with learning how to use and install their new seat correctly.

If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use discretion and provide them with a replacement seat. The seat would be provided from your Schedule A car seat inventory.

☑ I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a car seat.

Upload proof of successful completion of the Special Needs Technician Training Curriculum from the Riley Children's Hospital.

End of Schedule A - Permanent Fitting Stations

SCHEDULE C - CAR SEAT CHECK EVENTS

A Child Passenger Safety Car Seat Check Event is conducted to educate parents and caregivers about the proper ways to transport children safely using car seats and seat belts. The purpose of a car seat check event is to focus on the appropriate child restraint selection and proper installation for large groups of people.

Name of Lead Checker: William Van Alstyne

Number of car seat check events you plan on hosting/being the lead agency for: 8

Number of check events you plan on participating in (not hosting, but sending technicians to): 2

Name the media source(s) you plan on using:

Local TV Stations, Local Radio Stations, Times Union Newspaper, Albany County Website and Albany County Social Media

Did you conduct the check events that were approved in last year's grant?	◉ Yes	○ No	○ Did not have a Schedule C
Did you submit the required progress reports for this program?	◉ Yes	○ No	○ Did not have a Schedule C

If you answered **No** to either question above, you must explain:

In addition to following the overarching list of best practices/recommendations required with the CPS program, the agency must describe their policy/practice that is going to be followed to ensure the parent or caregiver has a genuine need for a replacement car seat at your check event. Please describe your procedure in the box below.

If a seat is deemed in need of replacement due to damage, outgrown or recalled, then the technician should:

Inspect the seat.

Show and tell of the deficiencies and why the seat needs to be replaced.

Advise the parent/caregiver that they need to replace the seat and can go to a local retailer to purchase one and that you would be willing to assist them with learning how to use and install their new seat correctly.

If the parent/caregiver claims they do not have money for the purchase of a new seat, then you could use discretion and provide them with a replacement seat. The seat would be provided from your Schedule C car seat inventory.

☑ I agree our agency representatives will have the conversation above to determine if the parent/caregiver can acquire a replacement car seat.

End of Schedule C - Car Seat Check Events

SCHEDULE D - CAR SEAT EDUCATION & DISTRIBUTION PROGRAM

The Education & Distribution Program is designed to educate parents and caregivers with economic hardships about the proper ways to transport children safely using car seats and seat belts. The focus of a car seat education and distribution program is to provide education on the appropriate child restraint selection and proper installation to people in need.

Please note that a Schedule D program is completely separate from a Schedule A program due to the low-income verification requirement before the hands-on car seat installation and distribution of a free car seat.

If you have an existing program, how many car seats were distributed in the past six months? 198
If you did not previously have a distribution program, enter N/A.

Where are the car seats stored? Albany County DPW, 449 New Salem Road, Voorheesville, NY 12186

What criteria does your agency use to determine income eligibility for a free car seat?

Families must reside in Albany County and meet the thresholds to receive the following forms of public assistance: WIC, Food Stamps, SNAP Benefits and Medicaid. We are assisted by the Albany County Social Services and Albany County Children and Family Services to review that the criteria are met.

What are your agency's guidelines for distributing a car seat?

All Families and or individuals must attend a one hour training program on crash dynamics, NHTSA's four steps of development and SafetyBeltSafe USA 5-step test. Also included in the program, each family/caregiver must demonstrate how to use their child safety seats during the classroom and hands on instruction and be able to install their CSS properly in their vehicle under the supervision of a certified child passenger safety technician

How does your agency promote this program to the public?

- ☐ Print Media
- ☑ Social Services
- ☑ Health Department
- ☑ Word of Mouth
- ☑ Hospitals
- ☑ Day Care Providers
- ☑ Police Agencies
- ☑ Social Media
- ☑ Other

Area Served: ⦿ Urban ⦿ Suburban ⦿ Rural

Diverse Population Served: ⦿ Yes ○ No

Describe the diverse populations in the community you serve:

Here in Albany County, we have refugees and immigrants from all over the world come to reside here. Also, we serve a large African American and Hispanic population. These families make up over 80% of our clients.

In addition to hands-on installation instruction, please describe, what, if any, in-classroom education is provided to the caregiver(s).

Remainder of page intentionally left blank. Go to page 15.

☑ PowerPoint Presentation

Please describe the PowerPoint presentation:

Our presentation is comprised of various video clips of crash dynamics, correct use and misuse based on the National Standardized Child Passenger Safety Curriculum. The lecture covers the following points:
**The need for car seats and booster seats*
**Crash Dynamics*

☑ Video

Please enter the name of video or videos used:

Our video is comprised of various video clips of crash dynamics, correct use and misuse based on the National Standardized Child Passenger Safety Curriculum. The lecture covers the following points:
**The need for car seats and booster seats*
**Crash Dynamics*

☑ Lecture

Please describe the lecture outline:

The lecture covers the following points:
**The need for car seats and booster seats*
**Crash Dynamics*
**Correct harnessing followed by hands-on work with their seats in the classroom*
**Correct installation of car seats in vehicles followed by hands-on installation work in their vehicles*

☑ Other

Please explain the educational component:
We also utilize training dolls in a variety of sizes to simulate their unborn children as well as children that are not present. Our families from other Nations have unique needs and language barriers to deal with. Often, child passenger safety is non-existent in their home countries. Also, instructional materials in many languages from The Center (Utica Refugee Center) Multilingual Traffic Safety and Child Passenger Safety Materials to accommodate our refugee and immigrant families.

End of Schedule D - Car Seat Education and Distribution Program

ATTACHMENT D
PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract

term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Period 1: October 1, 2025 – September 30, 2026			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2025 – 12/31/2025	01/30/2026
2	Quarterly Reimbursement	01/01/2026 – 03/31/2026	04/30/2026
3	Quarterly Reimbursement	04/01/2026 – 06/30/2026	07/30/2026
4	Quarterly Reimbursement	07/01/2026 – 09/30/2026	10/30/2026

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion

of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative

goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: October 1, 2025 – September 30, 2026			
Progress Report	Report Type	Report Period	Due Date
1	Work Plan Based	10/01/2025 – 03/31/2026	04/15/2026
2	Work Plan Based	04/01/2026 – 09/30/2026	10/15/2026

E. Special Payment and Reporting Provisions

<u>Claims for Reimbursement:</u>

This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC.

Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and attached to the claim on the Attachments page. All required supporting documentation must be attached to the claim on the Payment Request page for the corresponding expense line. The claim for payment reimbursement request with all required documentation must be submitted through the eGrants system by the due dates listed in this Attachment D (Payment and Reporting).

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 30. The claim for payment reimbursement request and all required documentation must be submitted through the eGrants system by October 30. The National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un- reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov/highway-safety-grant-program. Contractors must read this instruction guide prior to initiating grant activity.

<u>Reports:</u>

This Attachment D (Payment and Reporting) outlines the reporting requirements for this project. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required.

Progress reports are submitted through the eGrants system.

The GTSC's Instruction Guide for Grant Modifications, Payment Requests and Progress Reports provides step-by- step instructions on how to initiate and submit a claim for reimbursement and /or progress report through the eGrants system. This guide is available on the New York State Governor's Traffic Safety Committee website at https://trafficsafety.ny.gov/highway-safety-grant-program.

End of Attachment D - Payment and Reporting

DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

August 18, 2025

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Rm. 710
Albany, NY 12207

Dear Chairwoman Cunningham,

The Department of Public Works respectfully requests legislative approval to transfer $50,000 from the Gas and Oil account (DM5130.44102) to the Parts account (DM5130.44029).

To date, the department has expended 75% of its annual Parts budget, compared to 61% at the same point in 2024. With winter approaching, this fund transfer is essential to ensure sufficient funding for vehicle and equipment parts, which see increased usage during the colder months. Additionally, the rising cost of parts further justifies this request—for instance, our monthly blanket purchase order increased from $345.04 in 2024 to $486.45 in 2025.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel

County of Albany

Legislation Text

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

File #: TMP-6792, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION
Description (e.g., Contract Authorization for Information Services):
Authorization for Budget Amendment to increase Automobile Parts/Supplies line.

Date: August 19, 2025
Department: Public Works
Attending Meeting: Lisa Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-77919

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:
Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: $50,000

BUDGET INFORMATION:
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Budget: Yes ☐ No ☒
Spreadsheet attached: Yes ☒ No ☐

Source of Funding - (Percentages)
Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:
Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: See Budget Amendment
Appropriation Amount: $50,000

ADDITIONAL INFORMATION:
Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)
The Department of Public Works respectfully requests the Legislature's approval to transfer $50,000 from the Gas & Oil line (DM5130.44102) to the Automobile Parts/Supplies line (DM5130.44029).

APPROPRIATIONS

FUND	ORG	OBJ	PRO	STATE POS. CODE	POSITION CONTROL	DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
BUDGET LINE				FOR POSITIONS ONLY						
DM	5130	44102	10000			Gas And Oil		$50,000	$68,247	PUBLIC WORKS
DM	5130	44029	10000			Automobile Parts/Supplies	$50,000		$138,604	PUBLIC WORKS
						TOTAL APPROPRIATIONS	$50,000	$50,000		

ESTIMATED REVENUES

FUND	ORG	OBJ	PRO	STATE POS. CODE	POSITION CONTROL	DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
BUDGET LINE				FOR POSITIONS ONLY						
						TOTAL REVENUES	$0	$0		
						GRAND TOTAL	$50,000	$50,000		