

ALBANY COUNTY SHERIFF'S OFFICE

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

994 Madison Avenue
Albany, New York 12208 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

April 30, 2026

Honorable Joanne Cunningham
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Re: Request for Legislative Action
Grant Approval

Dear Chairwoman Cunningham:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required to allow the Albany County Sheriff's Office to apply, accept and spend grant funding from the New York State Canal Corporations reimbursement for expenses related to patrolling the waterways within Albany County which are contiguous to the New York State Canal System. The award is \$15,000.00 with a \$3,750.00 match.

The term of this contract will be April 1, 2026, through March 31, 2027.

The grant was previously approved by the Albany County Legislature in 2024 under resolution 24-357.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION

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

Legislative approval to apply, accept, and spend the New York Canal Patrol Grant

Date: April 30, 2026 Submitted By: Craig D. Apple, Sr.
Department: Sheriff's Office Title: Sheriff
Attending Meeting: Sheriff Craig D. Apple, Sr. Phone: (518) 487-5440

Purpose of Request: Contract Authorization Request to apply, accept and spend the 2026 Canal Patrol Grant

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: NYS Canal Corporation
30 South Pearl Street, Albany, NY 12207

Term: (Start/end date or duration) April 1, 2026- March 31, 2027
Amount/Raise Schedule/Fee: \$15,000.00 with \$3,750.00 Match

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: 25%
State: 75% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A33110.03315
Revenue Amount: Enter text.
Appropriation Account and Line: Personnel Expense Lines
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: 303 of 2025

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

Accept funding and enter into a contract with NYS Canal Corporation as a recipient of FY 2026 Canal Patrol Grant grant funding, amend the budget as needed, and authorize expenditure of said funds on personnel and non-personnel services related to patrolling the waterways within Albany County.

RESOLUTION NO. 303

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE CANAL CORPORATION REGARDING REIMBURSEMENT FOR MARINE PATROL SERVICES

Introduced: 8/11/25

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to and enter into an agreement with the New York State Canal Corporation regarding reimbursement for marine patrol services in the amount of \$8,000 for the term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Sheriff has indicated that this funding, which requires a 25% County match, will be used to recuperate a portion of the funds spent patrolling Albany County waterways which are contiguous to the New York State Canal System, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to and enter into an agreement with the New York State Canal Corporation regarding reimbursement for marine patrol services in the amount of \$8,000 for the term commencing April 1, 2025 and ending March 31, 2026, and, be it further

RESOLVED, That the County Attorney is authorized to approve said grant application and 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.

Adopted by unanimous vote - 8/11/25

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 11th day of August, 2025, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12th day of August, 2025.

Necae Chambliss

Clerk, Albany County Legislature



**NY Power
Authority**

**Canal
Corporation**

KATHY HOCHUL
Governor

JOHN R. KOELMEL
Chairman

JUSTIN E. DRISCOLL
President & Chief Executive Officer

BEN WALSH
Director, Canal Corporation

April 15, 2026

Hon. Craig D. Apple, Sheriff
Albany County Sheriff's Office
996 Madison Ave.
Albany, NY 12208

Re: 2026 Canal Patrol Grant – Albany County

Dear Sheriff Apple:

Congratulations! I am pleased to inform you that your application for the New York State Canal Corporation Canal Patrol Matching Grant Program has been selected and approved for the requested amount of \$15,000.00 in reimbursable funding from the NYS Canal Corporation.

The term of the contract will run from April 1, 2026 thru March 31, 2027. To make your award final, it will be necessary to execute a contract between the Albany County Sheriff's Office and the NYS Canal Corporation. That contract is enclosed. The contract must be approved and signed by both parties before any reimbursement can be provided. Receipts and other supporting documentation will be required in order to process any reimbursement.

If you have any questions or concerns regarding this grant, please contact Ted Westerling at (518) 461-0942 or ted.westerling@canals.ny.gov.

Once again, congratulations on your selection.

Sincerely,

Ben Walsh
Director

Enclosure



Canal Development Fund Grant Agreement

This grant agreement (“Agreement”), dated the 1st day of April, 2026, between the New York State Canal Corporation (the “Corporation”), a subsidiary of the Power Authority of the State of New York, having an office and place of business at 30 South Pearl Street, Albany, New York 12207, and the **Albany County Sheriff’s Department** (hereinafter the “Local Sponsor”), having a place of business at 994 Madison Avenue, Albany, NY 12207. Corporation and the Local Sponsor are referred to in this Agreement as “Party” or collectively as “Parties”.

WHEREAS, Local Sponsor submitted a proposal under the Canal Patrol Grant Program (hereinafter “Program”) and the Corporation plans to award Local Sponsor funding in the amount of **\$15,000.00** and Local Sponsor has agreed to the terms and conditions of the Program Guidelines; and

WHEREAS, Local Sponsor desires to accept the Funding, as defined herein, subject to the terms and conditions of this Agreement and the attachments hereto consistent with the terms of its proposal.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. The Project

The project is described in the Request for Application that was previously submitted, the terms and conditions of which are hereby incorporated into this Agreement (hereinafter the “Project”).

Local Sponsor shall:

- (a) Complete the Project in accordance with the requirements set forth in the Scope of Work and pursuant to the terms and conditions of this Agreement; and
- (b) Comply with all reasonable directives from the Corporation; and
- (c) Submit reports and comply with the reporting obligations set forth in this Agreement.

2. Project Funds

Subject to Local Sponsor’s compliance with the terms and conditions of this Agreement, as well as all attachments hereto, the Corporation agrees to make available to the Local Sponsor funding not

to exceed the amount of **\$15,000.00**.

The Funding shall be used solely for the payment of costs incurred by the Local Sponsor in connection with the Scope of Work (hereinafter "Eligible Costs"). The Eligible Costs will be subject to audit by the Corporation or the Corporation's representatives or designees. The Local Sponsor acknowledges and agrees that it will remain responsible for all costs associated with implementation of the Project that are not covered by the Funding.

3. Term of Agreement

The term of this Agreement ("Term") shall commence upon April 1, 2026 and will terminate on March 31, 2027 (the "Termination Date") unless earlier terminated in accordance with Section 10 below.

4. Disbursement of Funds

- (a) Reimbursement shall be made to the Local Sponsor upon approval by the Corporation of vouchers executed by an authorized officer of the Local Sponsor, accompanied by such receipts and documents verifying expenditures as may be required by the Corporation. Reimbursement requests shall include a certification by the Local Sponsor that the requested funds do not duplicate reimbursements for costs and services received from other sources. Donated labor and materials must be documented, and the value of these items must be specifically identified and approved as being reasonable by the Corporation.
- (b) Prior to the disbursement of the Funds, Local Sponsor must demonstrate a minimum of 25% matching funds. Eligible matching funds include federal, local, private, and other agency state funding (Corporation funds may not be used towards matching funds).
- (c) No more than three reimbursement requests will be accepted. The final voucher must be submitted within six months of the termination of the Agreement. In any instance where the original term of this Agreement is extended, the final voucher shall be submitted within six months of the termination date as set forth in the last term extension approved by the Corporation. The final voucher will be processed for payment only after approval of the completed project by the Corporation.
- (d) In no event will the Corporation process any reimbursement request which would cause the aggregate reimbursement for the project to exceed the Funds set forth in Paragraph 2.

Payment will be made within 30 days of the presentment to the Corporation of a Funds Disbursement Requisition Form and any additional documentation that the Corporation may reasonably require. All payments by the Corporation are subject to the rules and regulations established by the Corporation.

Each Funds Disbursement Requisition Form shall include an itemization of estimated Eligible Costs,

and shall be submitted to the following address:

New York State Canal Corporation
P.O. Box 1635
White Plains, NY 10602
Attn.: Accounts Payable
Email: APCanal@NYPA.gov

All payments are subject to correction and adjustment upon audit or any disallowance. Local Sponsor agrees to reimburse the Corporation for Funds disbursed to the Local Sponsor but subsequently disallowed under the terms of this Agreement.

The Funds, and/or any portion thereof, may be subject to recapture as provided below under the provision entitled Default, Termination and Recapture.

In the event that Local Sponsor fails to meet the criteria or milestones set forth in the Scope of Work for the disbursement of the Funds, and as a result the Funds are not fully disbursed within the times established for doing so in the Scope of Work, the remaining Funds will revert to the Corporation. All unexpended Funds shall revert to the Corporation upon Project completion.

5. Conditions Precedent to Disbursement of Funds and Contract Approval

No Funds shall be disbursed to the Local Sponsor unless it is in compliance with the provisions of this Agreement. In the event that the Corporation determines, in its sole discretion, that this Agreement is subject to approval by the New York State Comptroller, the New York Power Authority or another third party (collectively "third party"), then the Corporation is under no obligation to disburse funds hereunder nor shall this Agreement be enforceable against the Corporation until such third-party approval is provided.

6. Reporting Obligations

Reporting is used by the Corporation to determine the Local Sponsor's compliance with the terms of this Agreement. Failure to timely submit reports, as required hereunder or as requested by the Corporation, will be considered an "Event of Default" (as defined herein), and may result in the discontinuance of funding for the Project or the recapture of the Funds in the Corporation's sole discretion. The following minimum reporting criteria is expected to be included in each report:

- (a) Dates of commencement and completion, and achieved milestones as set forth in the Scope of Work, etc.
- (b) Describe the steps implemented to achieve those goals, milestones, etc.
- (c) Describe any challenges or unexpected events that arose in implementing the Project.
- (d) A description of actual costs as compared to budgeted costs, and an updated budget, if necessary.
- (e) An estimated completion date.

During the Term, the Corporation may request additional information and documentation from Local Sponsor detailing its activities, general use of the Funds and any other information which the Corporation may deem relevant concerning the Project. Local Sponsor will provide the Corporation with copies of all requested documentation within 10 business days of a request from the Corporation.

7. Corporation Review of the Project

In consideration for the Funds, the Corporation may review, inspect and observe the Project and Local Sponsor agrees to make its employees, records and facilities associated with the Project available for interview and observation by authorized representatives of Corporation. The Corporation, in its sole discretion, may observe the Project in such manner and at such times as it deems necessary and appropriate.

8. Project Data

Upon request, Local Sponsor shall provide the Corporation with Project-related data, including, but not limited to, costs related to the program, sources of funding, labor hours spent dedicated to the program, description of work completed, location of the work, date and time of the work, individuals performing the work, and related data.

9. Representations, Warranties and Covenants

Local Sponsor represents, warrants and covenants that:

- (a) It has been vested with the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by Local Sponsor and is binding and enforceable against Local Sponsor in accordance with its terms.
- (c) Local Sponsor is in compliance, and shall continue to comply, in all material respects with all applicable laws, rules, regulations and orders, including those that are necessary for the Project to proceed through to completion.
- (d) The information submitted by Local Sponsor to the Corporation in connection with its Project proposal or request (a copy of which is attached hereto as Exhibit "A"), including any amendments or supplements thereto that may have been made with the Corporation's consent, in the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in any documentation or information submitted to the Corporation from Local Sponsor, the stricter or stringent provision as it relates to Local Sponsor's obligations hereunder shall govern. Local Sponsor hereby acknowledges that, in making the award of the Funds, the Corporation and its respective designees have relied

on the statements and representations made by Local Sponsor. Local Sponsor hereby represents and warrants that it has made no material misstatement or omission of fact to the Corporation in connection with the award of the Funds and, except as otherwise disclosed in writing to the Corporation or its designees, there has been no adverse material change in the financial condition of Local Sponsor and that all other information submitted to the Corporation concerning the award of the Funds continues on the date hereof to be materially correct and complete.

- (e) Local Sponsor will neither hold itself out as, nor claim to be an officer, employee, agent or representative of the Corporation by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of the Corporation, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (f) Neither Local Sponsor nor any of its elected officials or governing body or its employees have given anything of value to influence any official act or the judgment of any person in connection with the award of the Funds or the performance of any of the terms of this Agreement.
- (g) There are no actions, suits or proceedings or, to the knowledge of Local Sponsor, threatened against, or affecting Local Sponsor before any court, governmental entity or alternative dispute resolution tribunal, which may, in any one case or in the aggregate, materially adversely affect (i) the financial condition, operations, properties or business of Local Sponsor or (ii) Local Sponsor's ability to perform its obligations under this Agreement, in each case except as may have been disclosed in writing to Corporation or its designee.
- (h) The Funds shall not be used in any manner for any of the following purposes:
 - a. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - b. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
 - c. purchase or acquisition of land; or
 - d. payments to any firm, company, association, corporation or organization in which an elected official or employee of Local Sponsor or any officer, or a member of the immediate family of any elected official or employee of Local Sponsor has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets,

stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above.

- (i) The Funds shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement and will not duplicate reimbursement of costs and services received from other sources. No materials, if any, purchased with the Funds will be used for any purpose other than advancing the Project, as set forth in the approved Scope of Work.

10. Default, Termination and Recapture

Events of Default

Each of the following shall constitute an "Event of Default" by Local Sponsor under this Agreement:

- (a) Failure to perform or observe any obligation or covenant of Local Sponsor contained herein to the reasonable satisfaction of the Corporation and within the time frames established under this Agreement.
- (b) Failure to comply with any reasonable request made by the Corporation, or its designees, for information (i) to determine compliance by Local Sponsor with the terms of this Agreement, including but not limited to compliance with reporting obligations, or (ii) as otherwise reasonably requested by the Corporation, in connection with the Funds.
- (c) The making by Local Sponsor of any false statement or the omission by Local Sponsor to state any material fact in or in connection with this Agreement.
- (d) Failure of Local Sponsor, for any time period, to comply with the reporting obligations set forth in Section 6 of this Agreement.
- (e) A default, beyond any applicable grace period, by Local Sponsor, under any other agreement with the Corporation.
- (f) Any manifestation, on the part of Local Sponsor, of an intention either: (i) to terminate and/or (ii) to restructure, under the terms of any bankruptcy or insolvency statute or law, its operations at the Project. This includes, without limitation, the announced or actual cessation of work activities at the Project, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition or arrangement with creditors, or the issuance of "closing" or "termination" notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by Local Sponsor to obtain the dismissal, within 60 days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.

- (g) The liquidation or dissolution of Local Sponsor.
- (h) Any abandonment or discontinuation of the Project.
- (i) Any material adverse change to the business, financial condition, prospects, assets or results of operation of Local Sponsor.

Termination and Recapture

Upon written notice to Local Sponsor of the occurrence of an Event of Default (which notice will specify the nature of the default), the Corporation has the right to terminate this Agreement, cease all future disbursements of the Funds, and recapture all prior funds disbursed under this Agreement, provided however, that if the default is pursuant to Sections 10(a), 10(b), 10(d) or 10(e), no default shall be deemed to have occurred if Local Sponsor cures such default within 10 days of written notice of default from the Corporation, or if the default pursuant to Sections 10(a), 10(b), 10(d) or 10(e) cannot reasonably be cured within such 10 day period, Local Sponsor commences to cure such default within the 10 day cure period and cures the default within 30 days after the Initial written notice of default, provided further that the Corporation shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of Sections 10(c) and 10(f) are not subject to the cure provisions provided herein.

Upon termination of this Agreement for default, the Corporation may (i) withhold any Funds not yet disbursed and (ii) require repayment of any Funds disbursed to Local Sponsor in accordance with this Agreement. If such funds are not repaid within five business days, the amount required to be repaid shall bear interest at a rate of prime plus three percent (3%), but in no event shall the interest payable to the Corporation exceed the amount permitted by New York law. Notwithstanding the foregoing, if the Corporation determines that any Funds were previously released based upon fraudulent representations or upon other willful misconduct by Local Sponsor, the Corporation may require repayment of all Funds and may refer the matter to the appropriate authorities for prosecution. The Corporation shall be entitled to exercise any other rights and seek any other remedies provided by law.

11. Books and Records; Project Audit

Books and Records

Local Sponsor shall maintain accurate records and accounts of all financial transactions entered into by Local Sponsor which shall show in detail all expenditures, including, but not limited to, payments for Eligible Costs made by Local Sponsor. Such records and accounts shall include, without limitation, property, personnel, and financial records, cash receipts of disbursements, journals, and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards.

Project Audit

Local Sponsor shall permit the Corporation, its authorized representatives or its designees, the

Comptroller of the State of New York and other authorized representatives of the State of New York to examine all records and accounts relating to the Project, the financial transactions of Local Sponsor in relation to the Project, and the expenditure of the Funds for the Project and all other funds secured and services rendered for the benefit of Local Sponsor. Such inspection and audit shall be at the Local Sponsor's place of business during normal business hours. Local Sponsor shall maintain all records relating to the Project and this Agreement for not less than six years after the date of Project completion.

Local Sponsor shall notify the Corporation, within five days of receiving information relating to the commencement of any audit by any governmental agency of any of Local Sponsor's activities concerning the Project. Local Sponsor shall provide the Corporation with a copy of any such audit reports received from any governmental agency which affected Local Sponsor's activities or finances during the Term.

12. Publicity

(a) **Public Announcements.** No marketing, publicity, promotion or advertising regarding this Agreement, or any project undertaken pursuant to this Agreement, will be issued by either Party without the other Party's prior written approval, which approval will not be unreasonably withheld. Any responses to news media inquiries developed by either Party, related to the Agreement, must be coordinated with the other Party for review and approval. Letters, speeches, news and/or press releases, articles for publication, etc. related to this Agreement, or any project undertaken pursuant to this Agreement, will be coordinated among the Parties for review and approval prior to release. Local Sponsor and the Corporation agree to abide by these terms regarding public announcements for a period of two years following the later of the termination of this Agreement or the conclusion of the Project. Notwithstanding the foregoing, the Corporation may disclose to any third-party, without notice to or consent of Local Sponsor, the identity of the Project (including a brief statement describing the Project), any applicable Corporation program, State program or other initiative under which the Project is implemented, and the identity of Local Sponsor or any other party supporting the Project.

(b) **Signage.** The Parties agree that the Corporation may, at no cost to Local Sponsor, install and maintain appropriate publicity signage at or in the vicinity of a Project. Local Sponsor will cooperate with the Corporation, and/or any third-party vendor(s) designated by the Corporation, by timely responding to any questions regarding the design, manufacture, installation, maintenance, and removal of the signage and timely notify the Corporation and/or any third-party vendor(s) designated by the Corporation of any damage that may occur to the signage. The signage may include the identity of the Project, including a brief statement highlighting the Project, any applicable Corporation program, State program or other initiative under which the Project is implemented and the identity of the parties supporting the Project, including those parties' respective logos. The Corporation has final approval of signage text and graphics. The signage is intended to be placed in an area with significant public visibility within proximity to the Project. The Corporation will be responsible for removing the signage at its expense within a reasonable period of time past the conclusion of a Project, or such earlier time as the Corporation deems it

appropriate, unless otherwise directed by Local Sponsor in writing in which case removal will occur at Local Sponsor's expense.

13. Notices

All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:

- (i) by certified or registered United States mail, return receipt requested;
- (ii) by personal delivery;
- (iii) by expedited delivery service; or
- (iv) first class mail.

Such notices shall be addressed as follows or to such different addresses as the Parties may from time to time designate:

New York State Canal Corporation:

Contact Name:	Ted Westerling
Title:	Navigation Program Manager
Address:	30 South Pearl Albany, New York 12207
Telephone Number:	518-449-6024

Local Sponsor:

Contact Name:	Hon. Craig D. Apple
Title:	Albany County Sheriff
Address:	994 Madison Avenue Albany, NY 12203
Telephone Number:	518-487-5400

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service, first class, certified or registered United States mail, as of the date of mailing to the address provided herein.

The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving 15 days written notice to the other Party sent in accordance herewith. Additional or alternate individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

14. Executory Clause

This Agreement shall be deemed executory only to the extent of money available to the Corporation for the performance hereto which has not been revoked, rescinded or suspended pursuant to the terms of this Agreement, and no liability on account thereof shall be incurred by the Corporation beyond money made available for the purpose thereof.

15. Liability and Indemnification

Neither the Corporation, the Power Authority of the State of New York, or the State of New York shall in no event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in anyway in connection with the Project. To the maximum extent permitted by law, Local Sponsor agrees to defend, indemnify and hold the Corporation, Power Authority of the State of New York, and the State of New York and their respective agents, employees, officers and Trustees (collectively, the "Indemnitees") harmless from and against any and all such claims, liability, costs, damages or expenses (including counsel fees) other than that caused by the gross negligence or willful misconduct of the Indemnitees. This Section shall survive termination of this Agreement.

16. Compliance with Laws and Regulations

Local Sponsor will perform the Project and its obligations under the Scope of Work in accordance with all applicable federal, state and local laws, rules and requirements, including applicable environmental laws.

17. No Assignment

Local Sponsor may not assign or transfer this Agreement or any of its rights hereunder without the Corporation's prior written consent. Any such purported assignment without the Corporation's prior written consent shall be void.

18. No Waiver

No waiver of any of the Corporation's rights arising under this Agreement, or any other source, can occur unless such waiver is in writing and signed by the Corporation and such written document manifests a clear and unequivocal intent by the Corporation to waive its contractual or other legal rights. The Corporation may not be estopped from asserting any of its legal rights, including but not limited to its rights under this Agreement, unless the Corporation has signed a written document that clearly and unequivocally states that Local Sponsor may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against the Corporation and Local Sponsor's alleged detrimental reliance shall be deemed to be unreasonable.

19. Modification

This Agreement may be modified only by a written instrument executed by the Parties hereto.

20. Invalid Provisions

In case any one or more of the provisions of this Agreement shall for any reason be held to be

invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

21. Order of Precedence

In the event of an ambiguity or conflict among or between any provision of the Scope of Work, any provision of this Agreement or the Competition Terms, then the more strict or stringent provision as it relates to Local Sponsor's obligations hereunder shall govern.

22. Participation by Minority Group Members and Women

It is New York State's goal to promote and encourage the use of New York State Certified Minority and Women-owned Business Enterprises (M/WBE). Local Sponsor is encouraged to make every good faith effort to promote and assist the participation of M/WBE as vendors, subcontractors and suppliers on this Agreement for the provision of services and materials where possible.

23. Survival of Provisions

The Parties agree that: (a) the provisions of Sections 8, 10, 11, 12, 13, 15, 22, 26 and 27 shall survive the expiration or early termination of this Agreement and (b) such expiration or early termination shall not serve to limit, alter or modify any of Local Sponsor's obligations or responsibilities under the aforesaid Sections, and the Corporation's rights under such Sections. It is further agreed that notwithstanding the expiration or early termination of this Agreement, the Corporation shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement including but not limited to the above referenced Sections, the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted by or on the behalf of the Corporation.

24. Insurance

- A. General Requirements. The Local Sponsor will keep in force at its own cost, until the termination of this Agreement, the insurance coverages listed herein.
- a. The form and sufficiency of each insurance certificate required to be obtained herein will be subject to the Corporation's approval and written by insurance companies acceptable to the Corporation. The Local Sponsor shall notify the Corporation no later than 10 days prior to the effective date of a change to or cancellation of insurance policies required herein. The Local Sponsor will deliver or cause to be delivered to the Corporation, upon request, a copy of each such insurance policy.
 - b. Any and all deductibles or self-insured retentions, in or relating to the below described

insurance policies shall be assumed by and be for the account of, and at the sole risk of the Local Sponsor.

B. Workers' Compensation.

- a. For work to be performed in New York State, the Local Sponsor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.
- b. If the contract involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by the Corporation and will only be granted in unique or unusual circumstances.
- c. Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board, listing the New York State Canal Corporation, New York Power Authority and the State of New York, 30 S. Pearl Street, Albany, NY 12207 as "Entity Requesting Proof of Coverage":
 - i. C-105.2 (Sept. 2007, or most current version) – Certificate of Workers' Compensation Insurance
 - ii. U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund
 - iii. GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance
 - iv. CE-200 – Attestation of Exemption – When LOCAL SPONSOR meets the requirements.
- d. All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

C. Disability Benefits

- a. For work to be performed in New York State, the Local Sponsor 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 New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Corporation and will only be granted in unique or unusual circumstances.
- b. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the Workers' Compensation Board, listing the New York

State Canal Corporation, New York Power Authority and the State of New York, 30 S. Pearl Street, Albany, NY 12207 as "Entity Requesting Proof of Coverage":

- i. DB-120.1 (May 2006 or most current version) – Certificate of Insurance Coverage under the New York State Disability Benefits Law;
 - ii. DB-155 – Certificate of Disability Self Insurance; or
 - iii. CE-200 – Certificate of Attestation of Exemption - When Local Sponsor meets the requirements.
- c. All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier

D. Commercial General Liability

- a. Commercial General Liability Insurance (CGL), which includes Contractual Liability coverage covering all operations required to complete the Work with a minimum limit of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage. Excess/Umbrella Liability Insurance may be combined with Primary Commercial General Liability Insurance to achieve the required coverage only if such policies are written on a follow form basis or are at least as broad in coverage as all underlying policies and "drop down" for defense and indemnity in the event of the exhaustion of the underlying insurance.
 - i. The limits contained on the Insurance Policies Declaration page must be equal to or greater than the limits stated herein.
 - ii. The Corporation, New York Power Authority, the State of New York, and any and all additional insureds named in the contract documents must be named and scheduled as additional insureds to the LOCAL SPONSOR's policy including cross-liability coverage evidenced on the certificate(s) furnished to the Corporation. The policy must contain an endorsement stating that the insurer will have no right of recovery or subrogation against the Corporation, New York Power Authority, the State of New York, and any and all additional insureds named in the contract documents. The LOCAL SPONSOR must submit evidence satisfactory to the Corporation of its compliance with this requirement. It is the intent of the parties that the insurance placed in accordance with the provisions of this paragraph will be primary and non-contributory insurance and will protect the LOCAL SPONSOR, the Corporation, New York Power Authority, the State of New York and any and all additional insureds named in the contract documents for all losses arising from all operations, activities, work, services, items or performance relating to the Contract. The insurance afforded to the additional insureds shall be at least as broad as that afforded the first named insured.

E. Marine Protection and Indemnity Liability

a. Anytime the activity involves work on navigable water or the work is connected to water-related activities, Marine Protection & Indemnity and Hull and Machinery coverage is required. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The LOCAL SPONSOR shall obtain Protective and Indemnity Liability Insurance for all marine operations under the contract, with a minimum of \$1,000,000 limit. Policies shall name the New York State Canal Corporation, New York Power Authority and the State of New York, 30 S. Pearl Street, Albany, NY 12207 as Additional Insureds.

If the Sponsor is a 501C(3) Corporation

Non-Profit Directors & Officer's Policy with a \$1,000,000 limit. Local Sponsor shall, at its sole cost and expense, provide Executives with directors and officer liability insurance coverage with respect to the project in the amount of \$1,000,000.

If the Sponsor is a Governmental Entity

F. Public Officials Errors & Omissions Policy or Professional Liability Policy.

- a. Local Sponsor shall, at its sole cost and expense, maintain Error & Omissions (EO) coverage or Professional Liability coverage with respect to the project in the amount of \$1,000,000.
- b. If the Local Sponsor or any other insuring party fails to furnish the forms or maintain the coverage required under this section or if any of the insurance is canceled, the Corporation may (1) immediately terminate this agreement and Local Sponsor will reimburse the Corporation for any and all losses resulting from Local Sponsor's failure to have the insurance required hereunder, or (2) the Corporation may procure such insurance and the insuring party which failed to maintain the required insurance shall reimburse the Corporation for all associated costs including insurance premiums or such costs will be offset against amounts otherwise payable to such insuring party under this agreement. In the event any insuring party's failure to comply with any aspect of this Insurance Section results in payment for defense or indemnity by any indemnitee's insurance, such indemnitee's remedy against such insuring party shall include the amount of coverage (payment of defense, indemnity, etc.) that would have been available to such indemnitee had the insuring party complied with this Insurance Section, and such insuring party shall not be entitled to an off-set for any amounts indemnitee receives, or is entitled to receive, from any other insurance.

25. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without the aid of any presumption or other rule of law regarding construction against the Party drafting this Agreement or any part of it. The Parties agree that any action or proceeding commenced in connection with this Agreement will be brought in a court of competent jurisdiction

located in Albany County, New York.

26. Litigation Costs

In any action or proceeding that involves the enforcement of the terms and conditions of this Agreement, Local Sponsor will pay all of the Corporation's costs including, without limitation, attorneys' fees.

27. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and supersedes any and all prior agreements, understanding and negotiations or discussions, either oral or in writing, whether express or implied, by and between the Parties hereto.

28. Counterparts and Electronic Signature

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed electronically or by signature affixed by hand by their authorized representatives and is effective on the date first written above.

NYS Canal Corporation

LOCAL SPONSOR

John Canale, NYPA Senior VP of SSM

Craig D. Apple, Albany County Sheriff

