

# **County of Albany**

112 State Street  
Albany, NY 12207



## **Meeting Agenda**

**Monday, July 13, 2020**

**7:15 PM**

**Held Remotely**

**County Legislature**

**Part II**

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 § 4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing 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

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

#### ARTICLE 25 MISCELLANEOUS PROVISIONS

25.1 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 an event.

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

25.3 If any term, part, provision, section, subdivision of 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.

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

25.5 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.

ARTICLE 26. HIPAA COMPLIANCE

The parties agree to comply with the HIPAA Compliance provisions, attached hereto as Schedule B and made a part hereof

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

COUNTY OF ALBANY

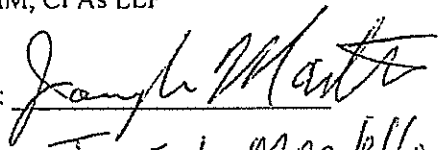
DATE: 1/26/19

BY: 

Daniel P. McCoy  
Albany County Executive  
or  
Phillip Caldcrone  
Deputy County Executive

HMM, CPAs LLP

DATE: 11/14/2019

BY:   
Joseph Marfello  
(Name & Title) President

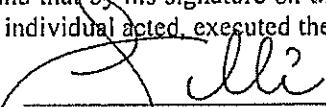
STATE OF NEW YORK)  
County OF ALBANY SS:)

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, personally appeared Daniel 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 25 day of November, 2019, before me, the undersigned, personally appeared Phillip Calderone, 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

MICHAEL A. LALLI  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01LA6322012  
Qualified in Albany County  
My Commission Expires March 30, 2023

STATE OF NEW YORK)  
County OF ~~ALBANY~~ Suffolk SS:)

On the 14 day of November, 2019, before me, the undersigned, personally appeared Joseph Martello, 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

ESRA RABIA ARI  
Notary Public - State of New York  
No. 01AR6386208  
Qualified in Suffolk County  
My Commission Expires Jan. 22, 2023

SCHEDULE A

INSURANCE COVERAGE

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

**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.

**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

**Professional Liability Insurance:** A policy or policies of professional liability insurance with limits not less than \$1,000,000 per occurrence.

## SCHEDULE B

### OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT/CONTRACTOR herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

#### A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean the Consultant/Contractor: HMM CPAs LLP.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany and/or the Albany County Health Department.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

## B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e) (1) (ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

#### C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.



5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

**D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS**

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

**E. PERMISSIBLE REQUESTS BY COVERED ENTITY**

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

**F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION**

1. The term of this Agreement shall be November 1, 2019 and ending on October 31, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Schedule B, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not

cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Schedule B, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

#### G. EFFECT OF TERMINATION

- 1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
- 2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

#### H. MISCELLANEOUS

- 1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
- 2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 3. Survival – The respective rights and obligations of the Business Associate with regard to this Schedule B shall survive the termination of this Agreement.
- 4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- 5. Incorporation in the Agreement – The terms of this Schedule B are hereby incorporated into the Agreement between the parties hereto.

<b>CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE</b>					DATE: 06/17/2019	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.						
<b>NAMED INSURED:</b> HMM CPAs LLP 527 Townline Rd Ste 203 Hauppauge NY 11788				<b>CERTIFICATE HOLDER:</b> County of Albany Albany County Nursing Home Albany Shaker Road Albany NY 11211-1086		
IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE CPA MUTUAL INSURANCE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON CPA MUTUAL INSURANCE, ITS AGENTS OR REPRESENTATIVES COVERAGES.						
THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
TYPE OF INSURANCE:	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	RETROACTIVE DATE	LIMIT OF LIABILITY	
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE	APLP10386-27	6/26/2019	6/26/2020	6/26/1988	EACH CLAIM	\$2,000,000
LIABILITY					AGGREGATE	\$2,000,000
CLAIMS MADE						
DEDUCTIBLE:	\$10,000					
PER CLAIM						
THE DEDUCTIBLE SHALL BE SUBTRACTED FROM THE CLAIM EXPENSE ALLOWANCE THEN THE TOTAL LIMIT OF LIABILITY RESULTING FROM EACH CLAIM REPORTED TO THE COMPANY DURING THE POLICY PERIOD, SUBJECT TO AN ANNUAL AGGREGATE DEDUCTIBLE EQUAL TO TWICE THE DEDUCTIBLE AMOUNT LISTED IN THE DECLARATIONS.						
ENDORSEMENTS SHOWN UNDER ITEM 0 OF THE DECLARATION AT INCEPTION:						
Named Insured includes: Horan Martello Morrone PC. CyberProtect Endorsement, CP-01, \$250,000						
AGENCY OFFICE LOCATED:						
CPA MUTUAL INSURANCE						
4923 NW 43 St. Ste C, Gainesville, FL 32606				AUTHORIZED REPRESENTATIVE CPA MUTUAL INS COMPANY OF AMERICA, RRG		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>MARK A SMITH AGENCY, INC.</b> <b>STATE FARM INSURANCE COMPANIES</b> <b>141 CONKLIN STREET</b> <b>FARMINGDALE, NY 11735</b>	<b>CONTACT NAME:</b> NICOLE CAIOLA <b>PHONE (AG, Hr, Ext):</b> 516-293-8684 <b>E-MAIL ADDRESS:</b> TEAM@MARKASMITHAGENCY.COM <b>FAX (A/C, Not):</b> 844-546-2851
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: State Farm Fire and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	ADDL SUBR (INSR) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	92-B1-G444-1	07/06/2019	07/06/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Business Property \$ 107,200
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**ACCOUNTING SERVICES**  
 ADDITIONAL INSURED: HORAN, MARTELLO, MORRONE, P.C. 527 TOWNLINE RD STE 203 HAUPPAUGE, NY 11788-2833

<b>CERTIFICATE HOLDER</b> <b>COUNTY OF ALBANY</b> <b>ALBANY COUNTY NURSING HOME</b> <b>780 ALBANY SHAKER RD</b> <b>ALBANY, NY 12211</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  10/29/19.
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**Workers' Compensation Board**

**CERTIFICATE OF INSURANCE COVERAGE under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

<b>PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier</b>	
<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>HMM CPAs LLP 527 Townline Rd, Suite 203 Hauppauge, NY 11788</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>(631) 265-6289</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>46-5416249</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>County of Albany Albany County Nursing Home Albany Shanker Road Albany, NY 12211-1086</p>	<p>3a. Name of Insurance Carrier</p> <p>Metropolitan Life Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a":</p> <p>219266</p> <p>3c. Policy effective period:</p> <p>June 1, 2019 to December 31, 2019</p>
<p>4. Policy provides the following benefits:</p> <p><input checked="" type="checkbox"/> A. Both disability and paid family leave benefits.</p> <p><input type="checkbox"/> B. Disability benefits only.</p> <p><input type="checkbox"/> C. Paid family leave benefits only.</p> <p>5. Policy covers:</p> <p><input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.</p> <p><input type="checkbox"/> B. Only the following class or classes of employer's employees:</p> <p>Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits and/or Paid Family Leave insurance coverage as described above.</p> <p>Date Signed: <u>November 6, 2019</u> By: <u><i>Suzanne Davis</i></u> (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</p> <p>Telephone Number: <u>678-319-1603</u> Title: <u>State Plan Consultant</u></p> <p>IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.</p>	
<b>PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)</b>	
<p>State of New York Workers' Compensation Board</p> <p>According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.</p> <p>Date Signed: _____ By: _____ (Signature of Authorized NYS Workers' Compensation Board Employee)</p> <p>Telephone Number: _____ Title: _____</p>	

*Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



11/13/2019

County of Albany  
Albany County Nursing Home  
Albany Shaker Road  
Albany, NY 12211

RE: Insured: HMM CPAs LLP  
Policy # WC 080384416  
Form # C105.2

Dear Certificate Holder,

Please note the attached certificate of insurance is issued as a matter of information only and confers no rights upon you.

- This document does not amend, extend or alter the coverage terms, exclusions and conditions afforded by the referenced policies.
- This document does not specify all endorsements, coverages, terms, conditions, and exclusions of the policies shown. All limits shown are as requested, and a self insured retention may apply to the limits shown per terms and conditions of the policy.
- The policies of insurance are in effect only for the policy periods indicated, and aggregate limits shown in the certificate may have been reduced by paid claims.

Sincerely,

ADP TotalSource Certificate Center

Attachment – Certificate of NYS Workers' Compensation Insurance Coverage-C105.2

Aon Risk Services, Inc. of FL  
1001 Brickell Bay Drive, Suite 1100  
Miami, FL 33131  
Phone: 800-743-8130 Fax: 800-522-7514  
[adp.coi.center@aon.com](mailto:adp.coi.center@aon.com)



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of Entity Listed in Box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are included/excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Adriana Sanchez (Print name of authorized representative or licensed agent of insurance carrier)
Approved by: [Signature] 11/13/2019 (Date)
Title: Account Specialist II

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-743-8130

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO. 283

AUTHORIZING AN AGREEMENT WITH HORAN, MARTELLO AND MORRONE, CPAS, LLP REGARDING ONGOING ACCOUNTING AND CONSULTING SERVICES AT THE ALBANY COUNTY NURSING HOME

Introduced: 7/8/19  
By Audit and Finance Committee:

WHEREAS, Pursuant to Resolution No. 443 for 2016, this Honorable Body authorized an agreement with Horan, Martello and Morrone, CPAs LLP, for accounting and consulting services at the Albany County Residential Healthcare Facility for a three year term commencing October 3, 2016 and ending October 2, 2019, with two optional consecutive one year renewals, in an amount not to exceed \$133,500, and

WHEREAS, The Executive Director of the Residential Healthcare Facility has requested authorization to renew the contract and enter into the first year of the optional one year agreements with Horan, Martello and Morrone, CPAs LLP, for accounting and consulting services related to Medicaid and Medicare programs for the facility, including cost reporting, variance reports and training of staff, and

WHEREAS, The Executive Director has indicated that the agreement would be for a term commencing November 1, 2019 and ending October 31, 2020 in the amount of \$44,500, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized enter into the first year of the optional one year agreements with Horan, Martello and Morrone, CPAs LLP, Hauppauge, New York 11788 for accounting and consulting services related to Medicaid and Medicare programs for the Nursing Home, including cost reporting, variance reports and training of staff in an amount not to exceed \$44,500 commencing November 1, 2019 and ending October 31, 2020, and, be it further

RESOLVED, That the County Attorney is authorized to approve said 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 - 7/8/19*

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 8<sup>th</sup> day of July, 2019, 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 9<sup>th</sup> day of June, 2019.

A handwritten signature in cursive script, appearing to read "Paul J. DeWine".

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Clerk, Albany County Legislature

**RESOLUTION NO. 225**

**AUTHORIZING AN AGREEMENT WITH HORAN, MARTELLO AND MORRONE, CPAS, LLP REGARDING ONGOING ACCOUNTING AND CONSULTING SERVICES AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER**

Introduced: 7/13/20  
By Audit and Finance Committee:

WHEREAS, By Resolution No. 443 for 2016, this Honorable Body authorized an agreement with Horan, Martello and Morrone, CPAs LLP, for accounting and consulting services at the Shaker Place Rehabilitation and Nursing Center for a three year term commencing October 3, 2016 and ending October 2, 2019, with two optional consecutive one year renewals, in an amount not to exceed \$133,500, and

WHEREAS, By Resolution No. 283 for 2019, this Honorable Body authorized a renewal agreement with Horan, Martello and Morrone, CPAs LLP, for the first year of the optional one year agreement commencing November 1, 2019 and ending October 31, 2020, in an amount not to exceed \$44,500, and

WHEREAS, The Executive Director of the Residential Healthcare Facility has requested authorization to renew the contract and enter into the second year of the optional one year agreements with Horan, Martello and Morrone, CPAs LLP, for accounting and consulting services related to Medicaid and Medicare programs for the Shaker Place Rehabilitation and Nursing Center, including cost reporting, variance reports and training of staff for a term commencing November 1, 2020 and ending October 31, 2021, in an amount not to exceed \$44,500, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized enter into the second year of the optional one year agreements with Horan, Martello and Morrone, CPAs LLP, Hauppauge, New York 11788 for accounting and consulting services related to Medicaid and Medicare programs for the Shaker Place Rehabilitation and Nursing Center, commencing November 1, 2020 and ending October 31, 2021, in an amount not to exceed \$44,500, and, be it further

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



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
OFFICE OF THE EXECUTIVE  
112 STATE STREET, ROOM 1200  
ALBANY, NEW YORK 12207-2021  
(518) 447-7040 - FAX (518) 447-5589  
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.  
DEPUTY COUNTY EXECUTIVE

May 22, 2020

Honorable Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Room 710  
Albany, New York 12207

Dear Chairman Joyce:

The Office of the Albany County Executive respectfully requests authorization to apply for Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) grant funding in the amount of \$898,062. The COSSAP grant is administered by the US Department of Justice, Office of Justice Programs.

COSSAP funding would be used to support Albany LEAD's new initiative, 'Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County.' This new effort will build upon the successful foundation that Albany LEAD has already established. Operational capacity will be increased with the addition of case managers, a full time Project Director and s Community Engagement and Outreach Coordinator to improve coordination between partners and the public, increase public awareness of LEAD, and develop policies and procedures to better serve LEAD communities. This investment into Albany LEAD will provide LEAD services to entirely new communities within Albany County and serve as a proof of concept that LEAD can operate well outside of urban cities.

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

Sincerely

Daniel P. McCoy  
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1678, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**  
Permission to Apply for the 2020 COSSAP Grant on behalf of Albany LEAD

Date: 5/22/2020  
Submitted By: Michael Lalli  
Department: County Executive's Office  
Title: Click or tap here to enter text.  
Phone: 518-447-5642  
Department Rep.  
Attending Meeting: Michael McLaughlin

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

Change Order/Contract Amendment

Purchase (Equipment/Supplies)

Lease (Equipment/Supplies)

Requirements

Professional Services

Education/Training

Grant

Choose an item.

Submission Date Deadline 5/21/2020

Settlement of a Claim

Release of Liability

Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

**Party (Name/address):**

US Department of Justice

Office of Justice Programs

810 7th St. NW, Washington, D.C. 20531

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 898,062

Scope of Services: Albany LEAD is looking to capitalize on its momentum by Growing LEAD:

Increasing Operational Capacity to Improve and Expand Service in Albany County. This new effort will build upon the successful foundation that Albany LEAD has already established by hiring new staff and building additional support.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.  
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.  
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: Click or tap here to enter text.  
County: Click or tap here to enter text.  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021 - 12/31/2023  
Length of Contract: 3 Years

Impact on Pending Litigation

If yes, explain: Yes  No   
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

Albany LEAD is looking to capitalize on its momentum by Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County. This new effort will build upon the successful foundation that Albany LEAD has already established. Operational Capacity will be increased with the addition of case managers to grow caseload capacity by 200%, an increase of approximately 50 new clients annually. Additionally, a full time, dedicated Project Director and Community Engagement and Outreach Coordinator will be hired to improve coordination between partners and the public, increase public awareness of LEAD, and develop policies and procedures to better serve LEAD communities. Once this increased capacity is built Albany LEAD will begin its geographic expansion within Albany County, with a population over 305,000. The County Sheriff has the ability to serve the rural communities of Albany County while a number of municipal police forces have expressed interest in becoming LEAD partners. Albany County seeks the assistance of the Bureau of Justice Assistance in a funding amount of \$898,062.00 to achieve these goals. This investment into Albany LEAD will provide LEAD services to entirely new communities within Albany County and serve as a proof of concept that LEAD can operate well outside of urban cities.





The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications to plan and implement comprehensive programs in response to the growing opioid epidemic. This program furthers the Department's mission by providing resources to support state, local, tribal, and territorial efforts to reduce violent crime and drug abuse and enhance public safety, while supporting victims.

## Comprehensive Opioid Abuse Site-based Program FY 2019 Competitive Grant Announcement Applications Due: June 5, 2019

### Eligibility

Eligible applicants are those that meet the following criteria for the three categories:

**Category 1: Locally Driven Responses to the Opioid Epidemic** – Applicants are limited to units of local government and federally recognized Indian tribal governments (as determined by the Secretary of the Interior). Jurisdictions without a county- or local government-based addiction service system may designate the State Administering Agency (SAA) to serve as the primary applicant and subgrant funds to providers at the county level. Applicants should ensure they apply under the appropriate subcategory based on the population of the proposed project area.

**Subcategory 1a** – An urban area or large county with a population greater than 500,000.

**Subcategory 1b** – A suburban area or medium-size county with a population between 100,000 and 500,000.

**Subcategory 1c** – A rural area or small county with a population of fewer than 100,000 or a federally recognized Indian tribe.

**Category 2: Statewide Implementation, Enhancement, and Evaluation Projects** – Applicants are limited to the SAA responsible for directing criminal justice planning or the State Alcohol and Substance Abuse Agency.

**Category 3: Harold Rogers Prescription Drug Monitoring Program (PDMP) Implementation and Enhancement Projects** – Applicants are limited to state governments and territories that have a pending or enacted enabling statute or regulation requiring the submission of controlled substance prescription data to an authorized state agency. Applicants

within a state that does not have an enabling state statute requiring the submission of controlled substance prescription data to an authorized state agency are eligible to apply as a city, county, or region if (a) the city, county, or region has enacted an enabling statute, ordinance, or regulation requiring the submission of controlled substance prescription data to an authorized city, county, or region; (b) the city, county, or region agrees to transition the PDMP system to an authorized state agency if the state adopts an enabling state statute requiring the submission of controlled substance prescription data to an authorized state agency; and (c) the city, county, or region ensures that all vendor contracts are written to permit the transfer of ownership of the system to the authorized state agency.

For any of the categories listed above, BJA welcomes applications under which two or more entities would carry out the federal award; however, only one entity may be the applicant. Any others must be proposed as subrecipients ("subgrantees").<sup>1</sup> The applicant must be the entity that would have primary responsibility for carrying out the award, including administering the funding and managing the entire project.

For each category, only one application by any particular applicant entity will be considered. An entity may, however, be proposed as a subrecipient (subgrantee) in more than one application. This includes applications that propose to serve a region that crosses state boundaries. Subrecipients may include treatment providers, victim service providers, and other not-for-profit entities as part of a comprehensive cross-disciplinary response as outlined in Categories 1 and 2. If an agency wishes to apply under multiple categories, a separate application is needed for each category of funding.

BJA may elect to fund applications submitted under this FY 2019 solicitation in future fiscal years, dependent on, among other considerations, the merit of the applications and on the availability of appropriations.

## Deadline

Applicants must register with Grants.gov at <https://www.grants.gov/web/grants/register.html> prior to submitting an application. All applications are due by 11:59 p.m. eastern time on June 5, 2019.

To be considered timely, an application must be submitted by the application deadline using Grants.gov, and the applicant must have received a validation message from Grants.gov that indicates successful and timely submission. OJP urges applicants to submit applications at least 72 hours prior to the application due date, to allow time for the applicant to receive validation messages or rejection notifications from Grants.gov, and to correct in a timely fashion any problems that may have caused a rejection notification.

OJP encourages all applicants to read this [Important Notice: Applying for Grants in Grants.gov](#).

For additional information, see [How To Apply](#) in Section D. Application and Submission Information.

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<sup>1</sup> For additional information on subawards, see "Budget and Associated Documentation" under [Section D. Application and Submission Information](#).

## Contact Information

For technical assistance with submitting an application, contact the Grants.gov Customer Support Hotline at 800-518-4726 or 606-545-5035, at <https://www.grants.gov/web/grants/support.html>, or via email to [support@grants.gov](mailto:support@grants.gov). The Grants.gov Support Hotline hours of operation are 24 hours a day, 7 days a week, except on federal holidays.

An applicant that experiences unforeseen Grants.gov technical issues beyond its control that prevent it from submitting its application by the deadline must email the contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under "Experiencing Unforeseen Grants.gov Technical Issues" in the [How To Apply](#) section.

For assistance with any unforeseen Grants.gov technical issues beyond an applicant's control that prevent it from submitting its application by the deadline, or any other requirement of this solicitation, contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email [grants@ncjrs.gov](mailto:grants@ncjrs.gov); fax to 301-240-5830; or web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Grants.gov number assigned to this announcement: BJA-2019-15111

Release date: April 5, 2019

Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
<b>* If Revision, select appropriate letter(s):</b> _____ <b>* Other (Specify):</b> _____		
<b>* 3. Date Received:</b> Completed by Grants.gov upon submission.		<b>4. Applicant Identifier:</b> _____
<b>5a. Federal Entity Identifier:</b> 146002563		<b>5b. Federal Award Identifier:</b> _____
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> _____		<b>7. State Application Identifier:</b> NY
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> Albany County		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> 146002563		<b>* c. Organizational DUNS:</b> 0605366530000
<b>d. Address:</b>		
<b>* Street1:</b> 112 State Street		
<b>Street2:</b> Room 1200		
<b>* City:</b> Albany		
<b>County/Parish:</b> Albany		
<b>* State:</b> NY: New York		
<b>Province:</b> _____		
<b>* Country:</b> USA: UNITED STATES		
<b>* Zip / Postal Code:</b> 12207-2077		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> County Executive's Office		<b>Division Name:</b> _____
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> _____		<b>* First Name:</b> Michael
<b>Middle Name:</b> _____		
<b>* Last Name:</b> Lalli		
<b>Suffix:</b> _____		
<b>Title:</b> Director		
<b>Organizational Affiliation:</b> Civil Service		
<b>* Telephone Number:</b> 518-447-5642		<b>Fax Number:</b> _____
<b>* Email:</b> michael.lalli@albanycountyny.gov		

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

Bureau of Justice Assistance

**11. Catalog of Federal Domestic Assistance Number:**

16.838

**CFDA Title:**

Comprehensive Opioid Abuse Site-Based Program

**\* 12. Funding Opportunity Number:**

BJA-2020-17023

**\* Title:**

BJA FY 20 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP)

**13. Competition Identification Number:**

BJA-2020-17024

**Title:**

Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program: Local or Tribal Applications

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

1.14 Areas Affected by Project.pdf

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="898,062.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="898,062.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes  No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

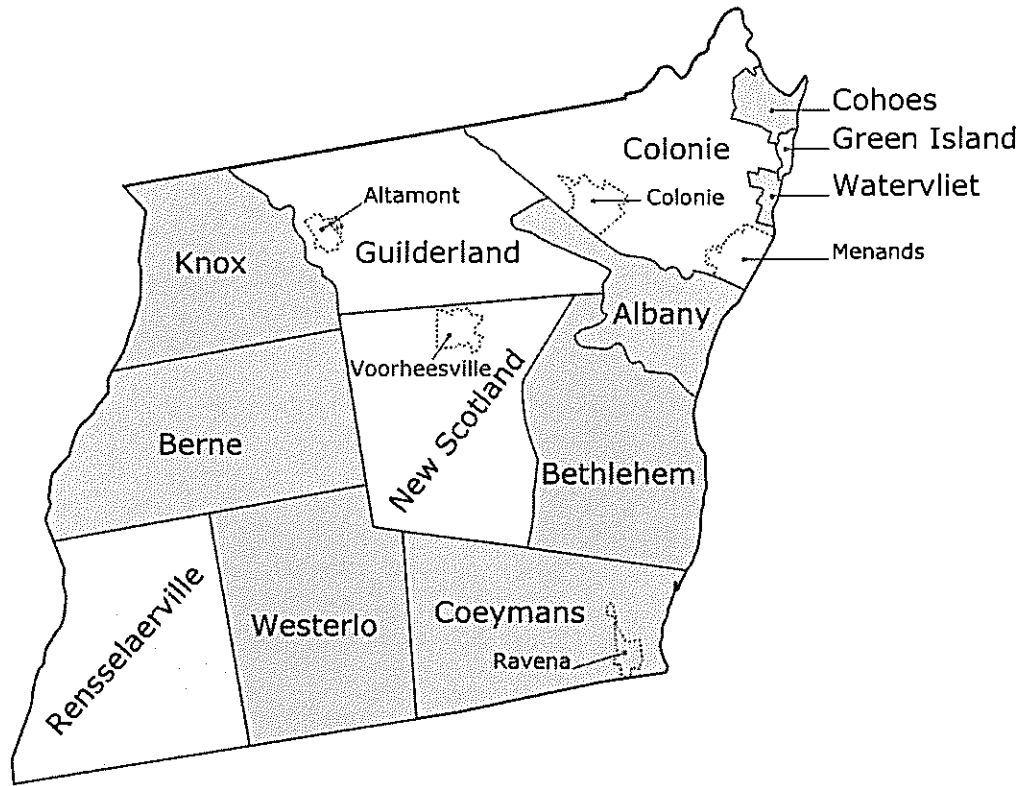
Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:



**Cities**

Albany

Cohoes

Watervliet

**Towns**

Berne

Bethlehem

Coeymans

Colonie

Green Island

Guilderland

Knox

New Scotland

Rensselaerville

Westerlo

**Villages**

Altamont

Colonie

Green Island

Menands

Ravena

Voorheesville

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p><b>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</b></p> <p>Completed on submission to Grants.gov</p>	<p><b>TITLE</b></p> <p>Director</p>
<p><b>APPLICANT ORGANIZATION</b></p> <p>Albany County</p>	<p><b>DATE SUBMITTED</b></p> <p>Completed on submission to Grants.gov</p>

Standard Form 424B (Rev. 7-97) Back

## Budget Narrative File(s)

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\* Mandatory Budget Narrative Filename:

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To add more Budget Narrative attachments, please use the attachment buttons below.

**The following attachment is not included in the view since it is not a read-only PDF file.**

**Upon submission, this file will be transmitted to the Grantor without any data loss.**

**Albany LEAD Budget Narrative.XLSM**





**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329  
Expiration Date: 11/30/2020

**Background**

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

**1. Name of Organization and Address:**

Organization Name:

Street1:

Street2:

City:

State:

Zip Code:

**2. Authorized Representative's Name and Title:**

Prefix:  First Name:  Middle Name:

Last Name:  Suffix:

Title:

3. Phone:  4. Fax:

5. Email:

6. Year Established: <input type="text" value="1683"/>	7. Employer Identification Number (EIN): <input type="text" value="146002563"/>	8. DUNS Number: <input type="text" value="0605366530000"/>
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9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?  Yes  No

If "No" skip to Question 10.

If "Yes" skip to Questions 9. b) and 9. c).



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329  
Expiration Date: 11/30/2020

**AUDIT INFORMATION**

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes  No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes  No

If "Yes", refer to "Additional Attachments" under "What an Application Should Include" in the OJB solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For the purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s) (Please check all that apply):

- "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- Financial Statement Audit
- Defense Contract Agency Audit (DCAA)
- Other Audit & Agency (list type of audit):

NYS DOT Single Audit

None (if none, skip to question 13)

11. Most Recent Audit Report Issued:  Within the last 12 months  Within the last 2 years  Over 2 years ago  N/A

Name of Audit Agency/Firm: BST & Co CPA's, LLP

**AUDITOR'S OPINION:**

12. On the most recent audit, what was the auditor's opinion?

- Unqualified Opinion
- Qualified Opinion
- Disclaimer, Going Concern or Adverse Opinions
- N/A: No audits as described above

Enter the number of findings (if none, enter "0"):

Enter the dollar amount of questioned costs (if none, enter "\$0"):

Were material weaknesses noted in either the report or opinion?  Yes  No

13. Which of the following best describes your accounting system:

- Manual
- Automated
- Combination of Manual and Automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes  No  Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by budget cost categories shown in the approved budget?

Yes  No  Not Sure



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329  
Expiration Date: 11/30/2020

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
19. Is the applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R. Part 200?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>PROPERTY STANDARDS AND PROCUREMENT STANDARDS</b>	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds: (1) a description of the property; (2) an identification number; (3) the source of the funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for an analysis of lease and purchase alternatives; and (3) set out a process for soliciting goods and services and (4) include standards of conduct the address conflicts of interest?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system ( <a href="http://www.sam.gov">www.sam.gov</a> ) for suspended or debarred sub-grantees and contractors, prior to award?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>TRAVEL POLICY</b>	
<p>24. Does the applicant entity:</p> <p>(a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(b) adhere to the Federal Travel Regulation? (FTR) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329  
Expiration Date: 11/30/2020

**SUBRECIPIENT MANAGEMENT AND MONITORING**

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?

- Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

- Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual who is suspended or debarred from such subawards?

- Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

**DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES**

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

- Yes  No  Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

**CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY**

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR") or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Michael Lalli

Date: 04/13/2020

Title:  Executive Director  Chief Financial Officer  Chairman  
 Other: Director of Civil Service

Phone: 518-447-5642



## Other Attachment File(s)

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\* Mandatory Other Attachment Filename:

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To add more "Other Attachment" attachments, please use the attachment buttons below.

Growing LEAD  
Time Task Plan

Project Timeline (January 1, 2021 - December 31, 2023)			
Project Goal	Objective	Completion Date	Responsible Party
Hire Project Director	Replace the vacant position to ensure LEAD has a dedicated, full time director	End of May/Early June 2020	LEAD Policy Coordinating Group (PCG) with assistance from LEAD National Support Bureau (LNSB)
Hold Training for LEAD Signatory Members (PCG)	Reevaluate the program, ensure members are on the same page, plan for next steps	July 31, 2020	LNSB
Conduct a data study on the diversions and cases to date	Ensure LEAD is doing what is was designed to do, serving those in need without bias	December 31, 2020	PCG w/ Program Director
Identify a new municipal law enforcement agency as a pilot agency outside of the City of Albany	Begin the planning phase of expanding LEAD geographically by identifying a new partner	December 31, 2020	PCG w/ Program Director
Hire Additional Staff	Hire new positions to increase capacity including CEOC, LEAD ADA, and Case Managers	June 1, 2021	CEOC - Center for Law and Justice LEAD ADA - District Attorney Case Managers - Catholic Charities *all positions hired with the consideration of the PCG
Engage in enhanced community outreach	Use the CEOC to more actively engage the community	September 31, 2021	CEOC / Center for Law and Justice
Begin planning an implementing LEAD in the identified municipality	Coordinate with the new municipality to pilot LEAD within their jurisdiction	December 31, 2021	PCG w/ Program Director
Identify additional revenue sources	Ensure LEAD has continued funding, ideally through municipally budgeted sources	June 1, 2021	Program Director

Growing LEAD  
Time Task Plan

Expand data collection and conduct a more in-depth study	Expand upon the 2020 study with better data	December 31, 2021	Program Director and CEOC
Identify additional Albany County municipalities interested in LEAD	Continue expanding LEAD to new municipalities within Albany County to share the benefits to all residents	June 1, 2022	Program Director and CEOC
Investigate and possibly implement social contact referrals	Expand LEAD beyond criminal diversions to social contact referrals, helping those in need without requiring they commit a crime to receive services	June 1, 2022	Program Director
Decrease opioid abuse and recidivism (proven through long term data)	Expand upon the 2020 and 2021 study to prove a decrease in opioid abuse and recidivism with a data driven approach	December 1, 2022	Program Director and CEOC



5/11/2020

Rebecca Brown  
Consulting Expert, LEAD Proof of Concept Project  
Public Defender Association  
by email to: [rebecca.brown@leadbureau.org](mailto:rebecca.brown@leadbureau.org)  
Re: Letter of Intent regarding LEAD National Development Cohort

Dear Rebecca:

As members of the Policy Coordinating Group (or equivalent body) for the LEAD project in the city of Albany, we are writing to respond to your invitation to join the LEAD National Development Cohort.

We accept this invitation, and we identify [enter name], our Project Manager, as the primary point of contact for this project. *[Note: If you do not currently have a Project Manager or are proposing another person as the primary point of contact for this project, please use the space below to explain your reasoning for this decision.]*

Contact information for Project Manager/Primary Point of Contact:

Name: Michael Lalli	Title: Director of Civil Service
Organization: Albany County	Role in LEAD: County Executive Representative
Email address: <a href="mailto:michael.lalli@albanycountyny.gov">michael.lalli@albanycountyny.gov</a>	Office phone: 518-447-5642 Cell phone
Albany LEAD is in the process of hiring a project manager. Michael Lalli can act as a point of contact for the time being to disseminate information to the group and coordinate actions between all members	

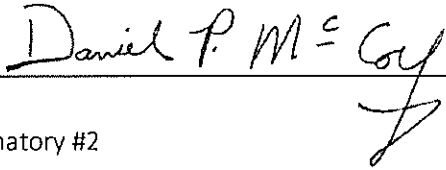
We decline this invitation.

*Note: If you have decided to decline this invitation, we would be grateful if you would use this space to help us understand why you've made this decision.*

As representatives of Albany LEAD, we the undersigned endorse the information provided in this

Letter of Intent, and we look forward to executing a Memorandum of Understanding to partner with you in the LEAD National Development Cohort.

Signatory #1

Name: Daniel P. McCoy	Role in LEAD: Signatory Member
Organization: Albany County Executive's Office	Email address: County_Executive@albanycounty.com
Title: Albany County Executive	Office phone: 518-447-7040 Cell phone:
	

Signatory #2

Name: Kathy Sheehan	Role in LEAD: Signatory Member
Organization: City of Albany	Email address: mayor@albanyny.gov
Title: Mayor	Office phone: 518-434-5100 Cell phone:

Signatory #3

Name: David Soares	Role in LEAD: Signatory Member
Organization: Albany County District Attorney	Email address: AlbanyDA@albanycountyny.gov
Title: District Attorney	Office phone: 518-487-5093 Cell phone:

Signatory #4

Name: Eric Hawkins	Role in LEAD: Signatory Member
Organization: Albany Police Department	Email address: ehawkins@albanyny.gov
Title: Chief	Office phone: 518-438-4000 Cell phone:

Signatory #5

Name: Craig Apple	Role in LEAD: Signatory Member
Organization: Albany County Sheriff	Email address: Craig.Apple@albanycountyny.gov
Title: Sheriff	Office phone: 518-487-5400 Cell phone:

Signatory #6

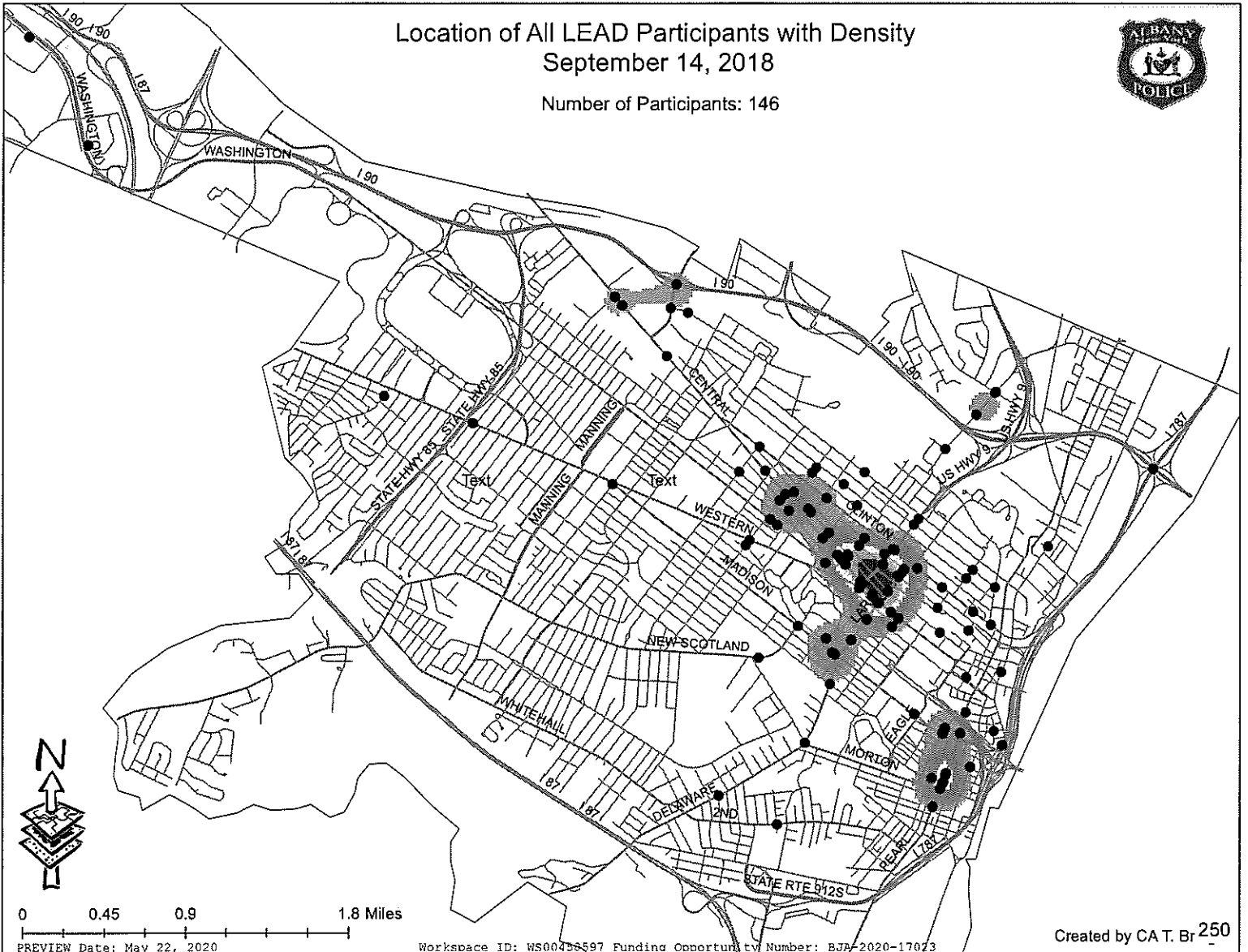
Name: Alice Green	Role in LEAD: Signatory Member
Organization: Center for Law and Justice	Email address: cflj@verizon.net
Title: Executive Director	Office phone: 518-427-8361 Cell phone:

Signatory #7

Name: Anthony Capece	Role in LEAD: Signatory Member
Organization: Central District Management Association, Inc.	Email address: anthony@centralbid.com
Title: Executive Director	Office phone: 518-462-4300 Cell phone:

# Location of All LEAD Participants with Density September 14, 2018

Number of Participants: 146



0 0.45 0.9 1.8 Miles

PREVIEW Date: May 22, 2020

Workspace ID: WS00435597 Funding Opportunity Number: BJA-2020-17023

Created by CA T. Br 250

US Census 2014-2018 Poverty Rates				
Zip Code	People in Poverty	18 Years and Younger	18 - 64	65 Years and Older
12202	35.1%	51.0%	33.1%	12.6%
12205	35.1%	51.0%	33.1%	12.6%
12206	34.6%	43.7%	34.1%	14.0%
12207	54.0%	70.2%	55.7%	40.0%



## Designated Qualified Opportunity Zones

This document was updated **December 14, 2018**, to reflect the final Qualified Opportunity Zone designations for all States. *Please note that the below list of designated tracts is not the official list. The official list will be published in the Internal Revenue Bulletin at a later date.*

Click arrow to filter state				
State	County	Census Tract Number	Tract Type	ACS Data Source
New York	Albany	36001000200	Low-Income Community	2011-2015
New York	Albany	36001001100	Low-Income Community	2011-2015
New York	Albany	36001002100	Low-Income Community	2011-2015
New York	Albany	36001002300	Low-Income Community	2011-2015
New York	Albany	36001002500	Low-Income Community	2011-2015
New York	Albany	36001002600	Low-Income Community	2011-2015



KATHY M. SHEEHAN  
MAYOR



CITY OF ALBANY  
DEPARTMENT OF POLICE  
165 HENRY JOHNSON BOULEVARD  
ALBANY, NEW YORK 12210  
TELEPHONE (518) 462-8012



ERIC HAWKINS  
CHIEF OF POLICE

May 15, 2020

To Whom It May Concern:

On behalf of the Albany Police Department it is my pleasure to offer our support in achieving the goals outlined in the Bureau of Justice Assistance Comprehensive Opioid, Stimulant, and Substance Abuse Program grant, submitted by Albany County. The Albany Police Department recognizes the importance of taking a coordinated, public health-oriented approach in dealing with individuals with substance dependence or a co-occurring disorder where the focus is not on punishment, but rather on harm reduction, treatment, and supportive services. The proposed expansion of this successful pre-arrest diversion program will further embrace an effort to reduce the risk of overdose, reduce criminal behavior and improve overall community safety.

It is our pleasure to continue to support our partners throughout the Capital Region, as we are fully committed to protecting, promoting, and improving the health of the County of Albany residents through this partnership. The LEAD Program and its innovative public safety and public health interventions are aimed at reorienting the County's approach to substance use, mental health, and poverty-driven contact starting with law enforcement contacts. The Albany Police Department plans to continue to support the Albany LEAD Program by acting as a referral source for LEAD diversions as other law enforcement agencies throughout Albany County begin to implement diversion protocols. The Albany Police Department continues to drive a cultural change in the way law enforcement addresses individuals who are facing issues of mental illness, substance use, poverty, and/or homelessness. We will use our experiential knowledge to help guide other law enforcement partners.

The Albany Police Department, along with our community partners, is committed to expanding and overseeing a coordinated system of services for individuals in the Albany LEAD Program. It is our pleasure to support this great initiative in our community.

Sincerely,

Eric Hawkins  
Chief of Police

## Project Abstract

The Project Abstract must not exceed one page and must contain a summary of the proposed activity suitable for dissemination to the public. It should be a self-contained description of the project and should contain a statement of objectives and methods to be employed. It should be informative to other persons working in the same or related fields and insofar as possible understandable to a technically literate lay reader. This Abstract must not include any proprietary/confidential information.

\* Please click the add attachment button to complete this entry.

[Add Attachment](#) [Delete Attachment](#) [View Attachment](#)

Albany LEAD Project Abstract.pdf

## **Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County**

### **Albany County Executive's Office**

Albany LEAD was established in 2016 as a new harm-reduction oriented process for responding to low-level drug, alcohol and mental-illness based offenses. Law Enforcement Assisted Diversion (LEAD) gives police officers the discretion to divert these offenses out of the criminal justice system for case management. The program multi-agency partnership between the Albany County Executive, District Attorney, Sheriff, Mayor of Albany, City of Albany Police Department, Center for Law and Justice, and Central Avenue Business Improvement District with strong support from Catholic Charities and the LEAD National Support Bureau. Albany LEAD currently serves the City of Albany with a population over 97,000. Since its establishment in 2016, Albany LEAD has proven successful with over 215 diversions. 70% of these individuals had a substance abuse problem, primarily an addiction to opioids and/or crack/cocaine and 85% have been identified as having a mental health issue. As Albany LEAD continues to engrain itself more and more into the fabric of Albany's criminal justice system, demand for LEAD has increased.

Albany LEAD is looking to capitalize on its momentum by **Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County**. This new effort will build upon the successful foundation that Albany LEAD has already established. Operational Capacity will be increased with the addition of case managers to grow caseload capacity by 200%, an increase of approximately 50 new clients annually. Additionally, a full time, dedicated Project Director and Community Engagement and Outreach Coordinator will be hired to improve coordination between partners and the public, increase public awareness of LEAD, and develop policies and procedures to better serve LEAD communities. Once this increased capacity is built Albany LEAD will begin its geographic expansion within Albany County, with a population over 305,000. The County Sheriff has the ability to serve the rural communities of Albany County while a number of municipal police forces have expressed interest in becoming LEAD partners. Albany County seeks the assistance of the Bureau of Justice Assistance in a funding amount of \$898,062.00 to achieve these goals. This investment into Albany LEAD will provide LEAD services to entirely new communities within Albany County and serve as a proof of concept that LEAD can operate well outside of urban cities.

## Project Narrative File(s)

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\* Mandatory Project Narrative File Filename:

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To add more Project Narrative File attachments, please use the attachment buttons below.

# **Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County**

## **Project Narrative**

### **Introduction**

Albany LEAD was established in 2016 as a new harm-reduction oriented process for responding to low-level drug, alcohol, and mental illness based offenses. **Law Enforcement Assisted Diversion (LEAD)** gives police officers the discretion to divert these offenses out of the criminal justice system for case management. The program is a multi-agency partnership between the Albany County Executive, District Attorney, Sheriff, Mayor of Albany, City of Albany Police Department, Center for Law and Justice, and Central Avenue Business Improvement District with strong support from Catholic Charities and the LEAD National Support Bureau. The nature of this collaborative partnership provides a balance of public health, criminal justice, and community engagement to directly address communities disproportionately impacted by opioid abuse and crime. Albany LEAD is now looking to leverage its successful momentum through **Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County.**

Since its creation, Albany LEAD has been at the forefront of criminal justice reform and using new techniques to address the growing abuse of opioids. Its collaborative partnership highlights a commitment of reform from every major criminal justice agency serving Albany. LEAD was originally met with skepticism from businesses, police officers, attorneys, and others. However, in the past four years it has become widely embraced by all partners. LEAD is no longer a trial program, but rather an integral part woven into the fabric of Albany's criminal justice system.

## Statement of the Problem

Albany LEAD has resulted in 215 diversions to date, 125 of which are still actively receiving case management. These diversions are helping the most vulnerable populations who have been repeat offenders in the criminal justice system. One of the main populations targeted by LEAD are repeat offenders whose crimes are drug-related or are committed to supporting an addiction. 70% of LEAD clients have a substance abuse concern, with the most common drugs being opiates and crack/cocaine. In the past seven years,

Albany County's deaths attributed to opioid abuse have increased by 129%. Between 2010 and 2017, the crude death rate for opioid-related deaths has risen from 5 to 16.8 per 100,000 across New York State. Hospitalizations and ER visits have all skyrocketed during this time as well. One of the most telling statistics is Naloxone administrations, which totaled 347 in

### ALBANY COUNTY OPIOID DEATHS

Year	Number of Deaths
2019	62
2018	55
2017	40
2016	47
2015	39
2014	36
2013	31
2012	27

Albany County in 2018 and nearly 10,000 statewide. With Albany County's Mental Health Department and Social Services involved, LEAD clients can enroll in Medicaid/Medicare and receive immediate treatment within Albany's vast network of care providers. These numbers show that demand is climbing for programs to combat opioid abuse. While Albany County and its neighbors have increased resources and piloted new initiatives, more residents are abusing opioids than ever. Growing LEAD's priority is to address individuals with opioid, stimulant, and substance abuse issues by providing alternatives to the criminal justice system which has proven time and time again to fail at addressing the underlying issues LEAD clients face.

**85% of Albany LEAD clients have been diagnosed with a mental health issue**, 30% of which have serious underlying concerns such as Schizophrenia and Personality Disorders. At a time where the largest mental health facilities in New York State are its jails and prisons, Albany LEAD has proven successful in keeping individuals with mental health issues at home in their communities. The collaborative partnership between Albany County Mental Health (ACMH) and the other LEAD members ensure that all clients receive the therapy they require and that their housing, drug treatment, and employment all take into consideration their mental health needs. ACMH has a large network of contracted providers that ensure that mental health and substance abuse issues are treated, many times in the LEAD client's community. As for the physical health of LEAD clients, **40% of those diverted are non-utilizers who are not linked or engaged with a Primary Care Provider and/or don't have insurance**. 95 of these 215 individuals were successfully linked with a medical provider. The physical health of clients must always be considered in LEAD's holistic care approach, as medical conditions are typically exacerbated by drug abuse and mental health issues.

**65% of the individuals were homeless at diversion**. 85 of the 215 have been assisted in applying for stable housing and been successful in maintaining that housing. Housing is one of the most important determinants in providing stability for LEAD clients by providing one of the most basic human needs. By using case managers to navigate Albany County Social Services for emergency housing and subsequently the city's Public Housing Authority, LEAD clients are able to remove the anxiety and stigma of homelessness and focus on their recovery. The Addictions Care Center of Albany, Trinity Alliance, and several other facilities all offer inpatient treatment to ensure housing and recovery are provided in tandem for great success.



It is important to note that **six census tracts in the City of Albany qualify as Designated Qualified Opportunity Zones (QOZ)**, per the current list of designated QOZs on the U.S. Department of the Treasury’s resource webpage. Likewise, the same census tracts have an average of 27% of residents that are in poverty according to 2013 to 2018 census numbers.

Poverty Rates in Census Tract 3  
Albany, New York



Growing LEAD will provide essential services to these QOZs as a majority of diversions already occur in zip codes correlating to these census tracts (see additional attachments). These services are essential to keeping LEAD clients in their homes rather than removing them from their communities. As these zones are designed to spur economic development and job creation in distressed communities, Albany LEAD will be able to leverage the expertise of the Central Avenue Business Improvement District (BID). Since its creation in 2016, Albany LEAD has always intended to promote economic development in addition to providing criminal diversions. Business owners, at one time reluctant, have grown to appreciate LEAD for its ability to transform repeat shoplifters and panhandlers into customers.

In the past six months, Albany LEAD has experienced a number of setbacks. At the end of 2019, LEAD’s Program Director left Albany LEAD for a new job. In January of 2020, the Advisory Member of the Policy Coordinating Group (PCG) followed suit. The previous Program Director and Advisory Member were unable to secure funding for case management, a Program Director, or any other operating expenses before their departure. Albany LEAD has taken this as an opportunity to step back, reevaluate and get back into the fight with more enthusiasm than

ever before. In January of 2020, the PCG quickly organized to identify a new partner, the LEAD National Support Bureau (LNSB), which had previously worked with Albany LEAD to develop the original program in 2016. Former Albany Police Chief, Brendan Cox, returned to Albany LEAD as a National Site Advisor with LNSB, bringing with him a wealth of experience, vision, and technical support. Albany LEAD's PCG sent a cohort of its members to the LEAD National Learning Conference at the end of January. The cohort came back reinvigorated with a sense of direction. Albany LEAD continued to build upon its relationship with LNSB by joining the LEAD National Development Cohort for enhanced technical assistance as a key LEAD site.

During this time, Albany LEAD secured \$100,000 in funding from the Charles L. Touhey Foundation, a local charitable foundation that focuses on community investment. This funding has been allotted for salary and fringe for a full-time Project Director that we anticipate hiring by the end of May. Unlike past Project Directors, this position will now be administratively housed with LNSB to further strengthen the partnership between Albany LEAD and LNSB. Housing the Project Director with LNSB also provides a higher level of independence from any of the one LEAD members to ensure unbiased program management. Additionally, the position will be 100% dedicated to Albany LEAD rather than in the past when the position was tasked with many duties unrelated to the program.

Albany LEAD members have been extremely active over the past several months in an effort to not only right the ship, but chart the course into the future for LEAD. **That future involves recognizing the success of LEAD and leveraging it to increase capacity and expand geographically.** Unfortunately, the events around the turn of the year have left Albany LEAD without the funding to achieve this expansion. While the funding for a Project Director has been awarded, it will only last for a year. Additionally, with the abundance of LEAD Clients, Catholic

Charities Case Managers are becoming burdened with heavy caseloads. Catholic Charities has been a great partner and has shared the cases across various case managers who were unaffiliated with LEAD, however, they need additional dedicated staff to handle the demand of LEAD. Case Managers are the main implementers of LEAD services following a diversion.

### **Project Design and Implementation**

Albany LEAD has been a success to date, yet our growth is beginning to reach its terminal velocity. Initial funds from private grants helped Albany LEAD as a fledgling organization, but **now we need assistance in reaching the next step: increased client capacity and geographic growth**. Currently Albany LEAD provides case management for its active cases through two full-time case managers working for Catholic Charities. Each case manager currently has a load of 36 individuals. This amount is higher than we would like, however, there is no cap on cases to ensure that all individuals in need of service are accepted. In 2019, these case managers served about 150 individuals. In order to increase the supply of LEAD services to the community, case management is the vital requirement that needs to increase. We estimate that **funding two new case managers would increase our capacity by 200%**. Because the needs of the clients can be quite acute, sometimes requiring multiple, daily follow-ups, we anticipate each new case manager serving about 25 individuals.

**Since the inception of LEAD, the PCG has always envisioned expanding beyond the borders of the City of Albany.** Albany County is an extremely diverse area, with dense urban cities and sparse rural towns. Each municipality has its own difficulties with recidivism, drug abuse, and criminal justice. While the City of Albany has more concentrated areas of crime and

substance abuse, it also has more resources available for individuals in the criminal justice system. Rural areas on the other hand, lack the density, however their residents do not have access to critical infrastructures such as public transportation, local drug rehabilitation services, and accessible employment. Caseworkers will often need to travel to meet LEAD clients in their own communities, some of which are 40-minute drives from downtown Albany. Hiring additional caseworkers is essential to creating a framework for expansion.

With the County Executive, District Attorney, and Sheriff all at the table, **Albany LEAD has the framework to expand into other municipalities within the County.** Members of the Albany County Sheriff's Patrol respond to approximately 23,000 calls per service a year and make an average of 450 arrests. Between the Sheriff's New Scotland patrol station, which covers five municipalities, and Airport Station, there were 146 misdemeanor drug possession arrests in 2019, many of which would qualify for a LEAD diversion. Additionally, the Sheriff had approximately 47 petit larceny arrests, many of which would also qualify. In terms of responding directly to opioid abuse, the Sheriff's Deputies responded to 12 opioid overdoses and referred said individuals to Catholic Charities (already a LEAD partner) for follow-up services. The Sheriff provides law enforcement services to the five westernmost towns in Albany County and also provides supplemental services to many of the other towns, villages, and cities within the county. Incorporating LEAD into Sheriff served municipalities would add tens of thousands of county residents into the LEAD's service area. Additionally, it would provide more of a role to the Sheriff who already has a vested interest in new solutions to solving opioid abuse. The Sheriff's Heroin Addiction Recovery Program (SHARP) inside of the Albany County Correctional Facility offers services to individuals addicted to opioids for a unique, inpatient

treatment model inside of a jail setting. In 2019, 81 men and 41 women went through this program.

Additionally, several municipal police departments have inquired about expanding LEAD into their jurisdictions. Most recently, the Town of Colonie has expressed interest in becoming a LEAD partner. Colonie is the second-largest municipality in Albany County with 83,000 residents. The town brings its own unique problems, with the majority of its crime occurring around the commercial centers that are an attraction for the region. As the town is a commercial and residential hub within the county, it offers the opportunity to deliver LEAD services to individuals battling opioid, stimulant, and substance abuse issues that do not fall in the urban areas of the county. Piloting LEAD in Colonie or one of the more rural municipalities served by the Albany County Sheriff ensures that our program can be accessible to all county residents regardless of where they call home.

Due to the current financial climate, several municipalities have already cut budgets through personnel reductions, including one municipal police department's elimination of its police chief. To ensure that Albany LEAD can welcome new partners to the table, we are requesting additional funding for overtime costs for future participants. These funds would allow new municipal partners to ensure their deputies/police officers to participate in the OWG meetings. OWG meetings are essential as they allow officers to have much more buy-in, see the value of LEAD by learning the outcomes of their diversions, and receive more recognition for their participation with LEAD. Albany Police Department (APD) has always been vocal about the importance of attending the OWG, as many police officers were skeptical of LEAD until they used the OWG to see the positive results. APD budgets \$10,000 annually for overtime related to OWG meetings, a commitment to secure funding going into the future.

An additional essential component of expanding is the LEAD Community Engagement and Outreach Coordinator (CEOC). This position has always been identified as essential to LEAD operations, however, due to federal budget cuts, the City of Albany was unable to continue funding this position using Community Development Block Grants. The LEAD Community Engagement/Outreach Coordinator (CEOC) is expected to develop a strong, positive, and effective working relationship with the LEAD Project Manager, as well as the PCG and OWG, service providers and community members in order to promote a dynamic relational process that facilitates communication, interaction, involvement and exchanges between LEAD and the community it purports to serve for a range of organizational outcomes including criminal justice diversion, reduction of racial disparity, strong and effective case management, reduction in mass incarceration, and public safety. We are requesting funding for three years of salary and fringe to support a CEOC located in the South End of Albany, a QOZ with a high percentage of LEAD diversions.

Information about LEAD operations, policies, data collection and use, and stakeholder involvement must be openly shared in a way that protects client privacy. The CEOC must work with stakeholders to create a plan of operation to educate community residents and stakeholders about LEAD and its goals, objectives, and operations, and invite and receive input and feedback from them in a caring, open, and transparent manner. Such a plan will include instructions on how to organize a functional and representative Community Leadership Team, composed of community residents and those most directly impacted by the criminal justice system and LEAD diversion. The CEOC will work closely with and supervise additional outreach staff, volunteers, interns, and community residents to develop and execute community outreach and involvement that will keep residents informed so that they can provide steady and useful input about LEAD

and its operations. To support programs that educate and engage the community and the all-volunteer community leadership team, program supplies such as food, drinks, refreshments as well as the cost of venues for meetings, workshops, symposiums, etc. are needed by the Community Engagement outreach coordinator.

The Office of the Albany County District Attorney has played an integral part in Albany LEAD since its inception. An Assistant District Attorney (ADA) and District Attorney Investigator attend the OWG meetings while senior DA staff attend the PCG meetings. These resources have previously been offered pro bono. The recent 2020 Criminal Justice Reforms have increased workloads exponentially across the spectrum of the District Attorney Office's employees. These reforms, coupled with the prospect of Albany LEAD expanding countywide would require a full-time ADA and Investigator dedicated to operational duties for LEAD clients. These two positions will be required to interface with multiple law enforcement agencies and local courts to de-conflict and shepherd clients' cases across numerous jurisdictions. Specifically, the Assistant District Attorney involved with LEAD will continue to attend the LEAD Workgroup weekly meetings, Policy Workgroup meetings, and provide input into each LEAD client's case whenever possible. While the Case Managers assist with the physical and emotional needs of the clients, the ADA works with the Case Managers to deal with the clients pending legal cases - either the LEAD offense itself or other outstanding charges and warrants that the LEAD client has pending countywide. The ADA inputs into the LEAD clients' cases by interfacing with other ADA colleagues in the office in an effort to bring the LEAD client into compliance with warrants, appearances, and all outstanding matters. This coordination aims to strategize the entire legal situation of the LEAD client to result in a successful outcome that will

take the defendant out of the Criminal Justice System now that the client is getting the community support they need to live independent, law-abiding lives.

A final key component in the LEAD program is the Program Director. As stated before, this is a vital position that ensures that Growing LEAD is a success. While funding has been secured through the middle of 2021, we need to ensure that the position remains funded for years to come until additional sources of revenue can be identified. The Touhey Foundation is covering the salary and fringe of this position from June 2020 to May 2021. Albany LEAD requests that the remainder of 2021, 50% of the position, is covered through the COSSAP grant. The Albany County Executive has agreed to cover 50% of the salary and fringe for this position, about \$50,000 annually, for subsequent years. Until other funds can be identified, Albany LEAD is requesting the remaining half of salary and fringe in years two and three of this grant. The Project Director would provide day to day maintenance and troubleshooting of LEAD as designed, implemented and in coordination with the PCG. They would also facilitate the biweekly OWG with key operational partners in LEAD, leading discussions on referral criteria, program capacity and compliance with the LEAD protocol, and to focusing the attention of LEAD program staff and law enforcement in particular areas viewed with concern by neighborhood representatives. Furthermore, the Program Director would identify, write and submit grants, lead project implementation in new county jurisdictions, work with the CEOC to ensure public communication, and conduct other duties as assigned by the PCG.



## Capabilities and Competencies

While increasing capacity and expanding geographically are **Growing LEAD's** immediate goals, Albany LEAD views these steps as a means to secure a sustainable long term future of providing LEAD services. In March of 2020 the first step to that stabilization was made by securing funding for the new, dedicated Project Director. Rather than relying on the former advisory member for sharing one of their staff, this new Project Director will be fully dedicated to Albany LEAD. The Project Director will also be a source of funding as their duties will now include grant writing for Albany LEAD. In the past, the PCG was reliant on the Project Director for charting the path in terms of policy and programming. Now, with realizing the mistakes of the past, the PCG has realized that they must chart Albany LEAD's course themselves using the Program Director as a tool to achieve that goal. The Program Director will be able to provide much-needed coordination between partners, provide research on policy issues, and administer programmatic requirements.

To accomplish the goals above, Albany LEAD has identified the following **objectives and targets** for its Growing LEAD project:

- Reduce opioid deaths, hospitalizations, and Naloxone administration within the Albany LEAD service area
- Increase the number of LEAD clients through more diversions and increased case managers
- Reduce criminal justice costs to LEAD participants
- Increase employment for LEAD clients
- Utilize the CEOC to increase communication between law enforcement entities and the communities they serve
- Expand to new service areas

To accomplish the above targets, several short and long term goals have been identified:

**Short Term (Next 6 Months)**

- Hire a Program Director
- Hold training for all LEAD signatory members organized by LSNB
- Conduct a data study on the diversions and cases to date
- Identify a new municipal law enforcement agency as a pilot agency outside of the City of Albany

**Intermediate (2021-2022)**

- Hire additional staff (CEOC, LEAD ADA, Case Managers)
- Engage in enhanced community outreach
- Begin planning an implementing LEAD in the identified municipality
- Identify additional revenue sources
- Expand data collection and conduct a more in-depth study

**Long Term (2022 and on)**

- Identify and additional Albany County municipalities interested in LEAD
- Investigate and possibly implement social contact referrals
- Decrease opioid abuse and recidivism (proven through long term data)

Albany LEAD has learned the hard way that it cannot rely on outside funding for essential items such as its Program Director, case management, or Community Engagement and Outreach Coordinator. Going forward, several of the PCG members have committed to directly funding these essential items in addition to the expenses they already incur for supporting LEAD. APD has committed to the sustainment of LEAD through annual budgeted funds for overtime expenses relating to LEAD, specifically the OWG. Additionally, the Albany County Executive has committed 50% of the Program Director's salary and fringe. Rather than a one-shot injection of funds, this funding would be budgeted into the County's annual budget ensuring a sustainable stream of support. As the Program Director is arguably the most important position within Albany LEAD, this is a great step forward in securing the future success of LEAD. Other signatory members are looking into long-term funding as well. Additionally, the Program Director will be pivotal in leveraging new funds through grant opportunities. Since Albany

LEAD is a partnership between multiple agencies with multiple other roles, we have lacked the capacity to identify and apply for many grant opportunities. A dedicated Program Director will rectify this problem as their entire mission will be focused on the success of LEAD.

Financial considerations are not the only important measure of sustainability. To ensure the programmatic sustainability of Albany LEAD, we need to increase our quantitative and qualitative evaluation of Albany LEAD to date. Through Albany Police Department's connection to the Capital Region Crime Analysis Center (CRCAC), Albany LEAD has been able to track diversions by race, gender, and location. Separately, we have tracked the psychosocial driver for the diversion as well as the reasons for not diverting individuals, which has proven very important in identifying any programmatic or personal bias in the process.

### **Data Collection**

Albany LEAD is committed to a data-driven approach to measuring success. The Program Director will be pivotal in the collection and analysis of all data surrounding Growing LEAD. Albany LEAD collects a wide series of data ranging from diversions to successful housing placements. Unfortunately, many of our departments operate in silos. A dedicated Program Director will focus on increasing communication between PCG members to ensure that the data is viewed as a whole rather than individually. The CEOC will also be pivotal in data collection, specifically the qualitative data. Since losing the Community Development Block Grant, and subsequently the CEOC, communication is mostly one way between Albany LEAD and the communities it serves. The CEOC will open up communication by soliciting a view of LEAD from community members. Often, we have seen numbers tell different stories than people, and

we want to make sure that people's opinions about LEAD are being factored into policy decisions.

As mentioned previously, Albany LEAD has a close relationship with the CRCAC for data analytics. The CRCAC is staffed with crime analysts along with sworn members of the Albany Police Department, Albany County Sheriff's Office, Albany County Probation Department, and the New York State Police. The Center provides real-time analysis, criminal intelligence and other relevant information to enhance the capacity of law enforcement within the Capital District to reduce Part I Crime within their respective communities and provide technical assistance in data collection and analysis. Intelligence-based policing efforts under the Gun Involved Violence Elimination (GIVE) initiative are funded through the New York State Department of Criminal Justice Services, which has been nationally recognized for using technology to enhance public safety.

Additionally, Albany LEAD has worked with the Finn Institute and the State University of New York, Albany for combined quantitative and qualitative analysis. The most important part of these studies are the resulting policy implications. As Albany LEAD is committed to evolving with the growth of LEAD, we realize that while our intent is correct the outcome may be skewed. In 2018 the LEAD PCG was made aware that it was disproportionately diverting whites over people of color. This was less about officer discretion than it was the framework of LEAD, with diversion criteria being biased against people of color. By using data collection and analyzation, Albany LEAD was able to expand the diversion criteria to be more equitable for diversions. Going into the future, Albany LEAD is committed to using data to ensure that it is providing the best services possible to LEAD clients.

Purpose Area #4

<b>Budget Detail - Year 3</b>								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N (DOJ Financial Guide, Section 3.10)								Yes
<b>A. Personnel</b>								
Name	Position	Computation						
<i>List each name, if known.</i>	<i>List each position, if known.</i>	<i>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
	LEAD Assistant District Attorney	\$75,550.00	yearly	1	50%	\$37,775		\$37,775
	Program Director	\$75,000.00	yearly	1	50%	\$37,500		\$37,500
	Future Law Enforcement Partners	\$50.00	hourly	100	100%	\$5,000		\$5,000
	Albany Police Officer, Training Overtime	\$54.24	hourly	100	100%	\$5,424		\$5,424
	Albany Police Officers, Outreach Overtime	\$54.24	hourly	145	100%	\$7,865		\$7,865
Madrid, Tara	Case Manager	\$38,000.00	yearly	1	100%	\$38,000		\$38,000
	Case Manager	\$38,000.00	yearly	1	100%	\$38,000		\$38,000
	Case Manager	\$38,000.00	yearly	1	50%	\$19,000		\$19,000
Macy, Diana	LEAD Coordinator	\$48,000.00	yearly	1	20%	\$9,600		\$9,600
Ellis, Candace	Director of Special Projects	\$60,000.00	yearly	1	5%	\$3,000		\$3,000
	Community Engagement/ Outreach Coordinator	\$50,000.00	yearly	1	100%	\$50,000		\$50,000
<b>Total(s)</b>						<b>\$251,164</b>	<b>\$0</b>	<b>\$251,164</b>
<b>Narrative</b>								

Purpose Area #4

With the geographic expansion of Albany LEAD to additional jurisdictions in the county, Albany LEAD may need to provide financial incentive to ensure municipalities can afford to introduce LEAD into their law enforcement agencies. To do this, Albany LEAD intends to provide overtime hours for police officers attending the Operational Work Group (OWG). The OWG provides frontline staff the opportunity to follow LEAD cases from from diversion through case management. This is a vital component, especially for the diverting officer, as it provides tangible results to the diversion. Officers can see the success from diverting an offender and feel validation to participating in the program. For Albany Police Officers, this was a key component in changing from skepticism to fully embracing the LEAD model. We anticipate 50 hours of participation in the first year, with overtime growing as participation expands in years two and three.

An Assistant District Attorney (ADA) and District Attorney Investigator attend the Work Group Meetings. These resources have previously been offered pro bono. The recent 2020 Criminal Justice Reforms have increased workloads exponentially across the spectrum of District Attorney Office's employees. These reforms, coupled with the prospect of Albany LEAD expanding countywide would require a full time ADA and Investigator dedicated to operational duties for LEAD clients. These two positions will be required to interface with multiple law enforcement agencies and local courts to de-conflict and shepherd clients' cases across numerous jurisdictions. Specifically, the Assistant District Attorney involved with LEAD will continue to attend the LEAD Workgroup weekly meetings, Policy Workgroup meetings and provide inputs into each LEAD client's case whenever possible. The ADA inputs into the LEAD clients cases by interfacing with other ADA colleagues in the office in an effort to bring the LEAD client into compliance with warrants, appearances and all outstanding matters. This coordination aims to strategizing the entire legal situation of the LEAD client to result in a successful outcome that will take the defendant out of the Criminal Justice System now that the client is getting the community support they need to live independent, law abiding lives. 25% of this position will be covered by the Albany County District Attorney in year 3.

The LEAD Program director in years 2 and 3 will be subsidized by Albany County at a rate of 50% of salary and fringe. The Program Director will provide day to day maintenance of LEAD in coordination with the PCG. They will also facilitate the biweekly OWG with key operational partners in LEAD. Furthermore, the Program Director will identify, write and submit grants, lead project implementation in new county jurisdictions, work with the CEOC to ensure public communication, and conduct other duties as assigned by the PCG.

We estimate that APD will incur approximately 432 hours of overtime costs attending related collaboration meetings, conducting police outreach, participating in community engagement events and completing necessary administrative report documentation. Outreach activities are crucial in assisting case management with locating hard to reach clients. Community engagement encompasses a wide range of events that officers attend in order to build and maintain relationships related to the intersections of criminal justice and public health issues.

We estimate that APD will incur approximately 288 hours of overtime cost training and providing technical assistance related to the LEAD program. Training law enforcement agencies

Purpose Area #4

on the LEAD Program core principles and best practices will be crucial in establishing successful operations. APD will then be able to provide on-going assistance to local law enforcement agencies via open lines of communications and networking events.

Overtime rates for department personnel vary depending on rank and length of service in the department. The overtime rate for a patrol officer is \$47.61/hour, sergeant \$55.05/hour and lieutenant \$60.06/hour, which when averaged out equals \$54.24.

The Case Managers are a vital component of LEAD and provide the bulk of assistance to LEAD clients following the diversion from law enforcement. These Case Managers have been overburdened in the past and additional funding would double Albany LEAD's caseload capacity. Case managers assist LEAD clients in a litany of areas from navigating housing and social services to ensuring they attend their outpatient drug detox services. Overseeing these Case Managers is the LEAD Coordinator which will receive continued funding through additional streams. The 20% funding for this position would ensure that services continue and that Case Managers are properly managed in providing services. This will be especially important when Albany LEAD begins to expand geographically which will require more coordination for travel, communication with additional municipal law enforcement agencies, and criminal justice/social service entities that are outside of the geographic boundaries of the City of Albany. The Director of Special Projects likewise will provide assistance as Case Managers begin to increase caseloads and provide services to new jurisdictions in Albany County. This position will be able to leverage the various connections they have in the community and use their knowledge gained through other novel projects to ensure LEAD's expansion is on track to a successful implementation. Finally, the Executive Director is a key member of the Policy Coordinating Group (PCG) that essentially represents case management as a whole for LEAD clients. This position's role in the PCG is vital to a holistic understanding of LEAD following the diversion of the client.

The LEAD Community Engagement/Outreach Coordinator (CEOC) is expected to develop a strong, positive, and effective working relationship with the LEAD Project Manager, as well as Policy and Operations Work groups, service providers and community members in order to promote a dynamic relational process that facilitates communication, interaction, involvement and exchanges between LEAD and the community it purports to serve for a range of organizational outcomes including criminal justice diversion, reduction of racial disparity, strong and effective case management, reduction in mass incarceration, and public safety. As information about LEAD operations, policies, data collection and use, and stakeholder involvement must be openly shared in a way that protects client privacy the CEOC must work with stakeholders to must create a plan of operation to educate community residents and stakeholders about LEAD and its goals, objectives, and operations, and invite and receive input and feedback from them in a caring, open and transparent manner. Such a plan will include instructions on how to organize a functional and representative Community Leadership Team composed of community residents and those most directly impacted by the criminal justice system and LEAD diversion. The CEOC will work closely with and supervise additional outreach staff, volunteers, interns, and community residents to develop and execute community outreach and involvement that will keep residents informed so that can provide steady and useful input about LEAD and its operations.

Purpose Area #4

<b>B. Fringe Benefits</b>					
<b>Name</b>	<b>Computation</b>				
<i>List each grant-supported position receiving fringe benefits.</i>	<i>Show the basis for computation.</i>				
	<b>Base</b>	<b>Rate</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
LEAD Assistant Attorney	\$37,885.00	25.00%	\$9,472		\$9,472
Program Director	\$25,000.00	25.00%	\$6,250		\$6,250
Case Manager	\$38,000.00	29.00%	\$11,020		\$11,020
Case Manager	\$38,000.00	29.00%	\$11,020		\$11,020
Case Manager	\$19,000.00	29.00%	\$5,510		\$5,510
LEAD Coordinator	\$9,600.00	29.00%	\$2,784		\$2,784
Director of Special Projects	\$3,000.00	29.00%	\$870		\$870
Community Engagement/Outreach Coordinator	\$50,000.00	22.00%	\$11,000		\$11,000
			<b>Total(s)</b>	<b>\$57,926</b>	<b>\$0</b>
<b>Narrative</b>					
<p>Disbursements incurred by the employer for the benefit of its employees and include the costs, as an employer, of Social Security, Worker's Compensation, Unemployment Insurance, paid time off and the employer's contribution to additional employee benefits which may be provided as part of the employee "contract" such as health insurance and other benefits.</p> <p>50% of fringe will be covered by the County Executive for the Program Director and 50% of Assistant District Attorney by the District Attorney.</p>					



Purpose Area #4

<b>C. Travel</b>										
<b>Purpose of Travel</b>	<b>Location</b>	<b>Type of Expense</b>	<b>Basis</b>	<b>Computation</b>						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				<i>Cost</i>	<i>Quantity</i>	<i># of Staff</i>	<i># of Trips</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
Case Manager Travel	Albany County	Local Travel	N/A	\$130.00	1	4	12	\$6,240		\$6,240
Outreach activities	Albany County	Local Travel	N/A	\$30.00	1	2	52	\$3,120		\$3,120
<b>Total(s)</b>								<b>\$9,360</b>	<b>\$0</b>	<b>\$9,360</b>
<b>Narrative</b>										
<p>It is expected that the Program Director and the Community Engagement Outreach coordinator will be given a transportation budget of \$30.00 per week for local travel within the City of Albany, NY to carry out outreach activities in the community.</p> <p>Case Managers travel very often to assist LEAD clients to ensure soft hand offs to substance abuse providers, mental health counselors, job interviews and social services appointments. Many do so with the use of their personal vehicles, which mileage for work use is documented.</p>										

Purpose Area #4

<b>D. Equipment</b>					
<b>Item</b>	<b>Computation</b>				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	<i># of Items</i>	<i>Unit Cost</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
			\$0		\$0
			<i>Total(s)</i>	\$0	\$0
<b>Narrative</b>					

Purpose Area #4

<b>E. Supplies</b>					
<b>Supply Items</b> <i>Provide a list of the types of items to be purchased with grant funds.</i>	<b>Computation</b> <i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
	<i># of Items</i>	<i>Unit Cost</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
general office supplies, (i.e. pens, staples, paper clips, white out, etc)	1	\$1,000.00	\$1,000		\$1,000
Ink for printer	7	\$120.00	\$840		\$840
Copy/printer Paper	10	\$30.00	\$300		\$300
			<b>Total(s)</b>	<b>\$2,140</b>	<b>\$0</b>
<b>Narrative</b>					
<p>The office supplies would be purchased for use by the Community Engagement Outreach Coordinator and Case Managers to carry out essential functions and duties of the position. The cost of supplies is based on actual cost to purchase supplies new.</p>					

Purpose Area #4

<b>F. Construction</b>						
<b>Purpose</b> <i>Provide the purpose of the construction</i>	<b>Description of Work</b> <i>Describe the construction project(s)</i>	<b>Computation</b> <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		<b># of Items</b>	<b>Cost</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
				\$0		\$0
<b>Total(s)</b>				\$0	\$0	\$0
<b>Narrative</b>						

Purpose Area #4

<b>G. Subawards (Subgrants)</b>									
<b>Description</b> <i>Provide a description of the activities to be carried out by subrecipients.</i>		<b>Purpose</b> <i>Describe the purpose of the subaward (subgrant)</i>			<b>Consultant?</b> <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
							<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
									\$0
<b>Total(s)</b>							<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Consultant Travel (if necessary)</b>									
<b>Purpose of Travel</b> <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<b>Location</b> <i>Indicate the travel destination.</i>	<b>Type of Expense</b> <i>Hotel, airfare, per diem</i>		<b>Computation</b> <i>Compute the cost of each type of expense X the number of people traveling.</i>					
				<b>Cost</b>	<b>Duration or Distance</b>	<b># of Staff</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
							\$0		\$0
<b>Total</b>							<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>									

Purpose Area #4

<b>H. Procurement Contracts</b>						
<b>Description</b>		<b>Purpose</b>		<b>Consultant?</b>		
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		<i>Describe the purpose of the contract</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>		
				<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
						\$0
				<b>Total(s)</b>	\$0	\$0
<b>Consultant Travel (if necessary)</b>						
<b>Purpose of Travel</b>		<b>Location</b>	<b>Type of Expense</b>		<b>Computation</b>	
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>		<i>Compute the cost of each type of expense X the number of people traveling.</i>	
			<b>Cost</b>	<b>Duration or Distance</b>	<b># of Staff</b>	<b>Total Cost</b>
						\$0
			<b>Total</b>		\$0	\$0
<b>Narrative</b>						

Purpose Area #4

**f. Other Costs**

<b>Description</b> <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	<b>Computation</b> <i>Show the basis for computation</i>						
	<i>Quantity</i>	<i>Basis</i>	<i>Cost</i>	<i>Length of Time</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
Cell Phone Stipend	3	monthly	\$25.00	12	\$900		\$900
Case Manager Office Space	1	monthly	\$150.00	12	\$1,800		\$1,800
Community Outreach Coordinator Office Space	1	monthly	\$275.00	12	\$3,300		\$3,300
<b>Total(s)</b>					<b>\$6,000</b>	<b>\$0</b>	<b>\$6,000</b>

**Narrative**

#### Purpose Area #4

A cell phone stipend is used to offset the costs to case managers. Call often do not fall during the 9 to 5 hours of the work day and case managers use their own phones to offset costs. The case managers will also require additional office space

Program supplies are supplies needed by the Community Engagement outreach coordinator used to support programs to educate and engage the community and the all volunteer community leadership team, such as food and drinks, refreshments, and the cost of venues for meetings, workshops, symposiums etc. Janitorial services are cleaning services to keep the community engagement outreach coordinator's office and common space clean and sanitized to ensure a health environment for participants, employees, interns, volunteers and others. Rent is the amount of money paid fo the use of the community engagement outreach coordinator's office space, bathroom facilities, meeting space, breakroom and other common areas and includes all utilities.



Purpose Area #4

<b>J. Indirect Costs</b>					
<b>Description</b> <i>Describe what the approved rate is and how it is applied.</i>	<b>Computation</b> <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
	<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
			\$0		\$0
			<i>Total(s)</i>	\$0	\$0
<b>Narrative</b>					

RESOLUTION NO. 226

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM**

Introduced: 7/13/20

By Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to submit a grant application for the amount of \$898,062 to the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program, and

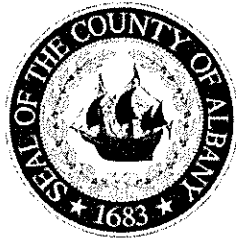
WHEREAS, The County Executive has indicated that such funding would be used to support Albany LEAD (Law Enforcement Assisted Diversion) program's new initiative, "Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County" by adding case managers, a full time Project Director and a Community Engagement and Outreach Coordinator to improve coordination between partners and the public, increase public awareness and develop policies and procedures to better serve LEAD communities, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application for the amount of \$898,062 to the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program, and, be it further

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

DANIEL P. MCCOY  
COUNTY EXECUTIVE



SHAWN A. THELEN  
COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT OF MANAGEMENT AND BUDGET  
112 STATE STREET, SUITE 1200  
ALBANY, NEW YORK 12207  
OFFICE: (518) 447-5525  
FAX: (518) 447-5589  
www.albanycounty.com

M. DAVID REILLY  
DEPUTY COMMISSIONER

June 10, 2010

Honorable Andrew Joyce  
Chair, Albany County Legislature  
112 State St., Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

I am requesting legislative approval to allow the disbursement of Mortgage Taxes for the period October 1, 2019 through March 31, 2020

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel



Legislation Text

File #: TMP-1709, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Legislative action is requested to approve Mortgage Taxes to be disbursed for the period October 1, 2019 through March 31, 2020

Click or tap here to enter text.

Date:	June 10, 2020
Submitted By:	Shawn Thelan
Department:	Management and budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	Shawn Thelen/David Reilly/Michael Mc Laughlin

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Mortgage Tax 9/1/19 thru 3/31/20 Disbursement

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):  
Click or tap here to enter text.

Additional Parties (Names/addresses):  
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.  
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes  No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

Legislative action is requested to approve Mortgage Taxes to be disbursed for the period October 1, 2019 through March 31, 2020



June 9, 2020

Mr. Bruce A. Hitley  
Albany County Clerk  
16 Eagle Street  
Albany, NY 12207-1077

Re: Semi-Annual Report for the period October 1, 2019 through March 31, 2020.

Dear Mr. Hitley,

Your joint Semi-Annual Report, NY Form AU-202, which we received on June 9, 2020, is approved. The net amount of \$3,693,946.39 due to the respective tax districts is recognized. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

Sincerely yours,

**Joseph Mayer**

Joseph Mayer  
Excise Tax Technician 2  
Telephone: (518) 862-6074

New York State Mortgage Tax Semi-Annual Report  
 County of Albany for the period: 10/1/2019 through 3/31/2020 Part II  
 Cash Statement for Taxes Collected Pursuant to Article 11

DISTRIBUTION STATEMENT: Columns 1 through 5: The taxes collected shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and to correct errors are recorded in columns 3 and 4 respectively. Authority for these additions and deductions is given by the orders of the Tax Department relied on the bottom of this part.  
 CREDIT STATEMENT: Column 6: This column is the net amount due each tax district, for which the County of Albany shall issue its warrants.

1 Tax Districts	2 Taxes Collected	3 Additions*	4 Deductions*	5 Amount of "Taxes Collected" as adjusted and corrected	6 Net Amount due each tax district
City of Albany	\$ 804,501.74			\$ 804,501.74	\$ 786,405.35
Town of Berne	\$ 23,513.00			\$ 23,513.00	\$ 22,984.10
Town of Bethlehem	\$ 564,958.00			\$ 564,958.00	\$ 552,249.89
Town of Coeymans	\$ 97,020.50			\$ 97,020.50	\$ 94,838.13
City of Cohoes	\$ 142,026.33			\$ 142,026.33	\$ 138,831.80
Town of Colonia	\$ 1,374,182.86			\$ 1,374,182.86	\$ 1,343,272.11
Town of Green Island	\$ 18,534.25			\$ 18,534.25	\$ 18,117.34
Town of Guilderland	\$ 451,341.15			\$ 451,341.15	\$ 441,188.72
Town of Knox	\$ 25,769.00			\$ 25,769.00	\$ 25,189.35
Town of New Scotland	\$ 161,700.43			\$ 161,700.43	\$ 158,063.15
Town of Rensselaerville	\$ 23,936.00			\$ 23,936.00	\$ 23,397.59
City of Waterford	\$ 57,970.50			\$ 57,970.50	\$ 56,666.52
Town of Westerlo	\$ 33,496.00			\$ 33,496.00	\$ 32,742.54
Total tax districts: 13					
TOTALS	\$ 3,778,949.76	\$ -	\$ -	\$ 3,778,949.76	\$ 3,693,948.39

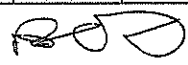
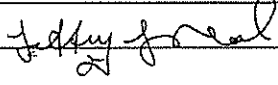
\*see refund, adjustment, and special adjustment orders of Commissioner of Taxation and Finance, case numbers:



New York State Mortgage Tax Semi-Annual Report  
 County of Albany for the period: October 1, 2019 through March 31, 2020  
 Cash Statement for Taxes Collected Pursuant to Article 11

Part I

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED				
	1 Basic tax collected	2 Interest received by recording officer	3 Recording officer's expense	4 Refunds or adjustments	5 Amount paid to treasurer (Col 1+2-3-4)	6 Interest received by treasurer	7 Treasurer's expense	8 Tax districts share (Col. 5+6-7)	9 Local tax	10 Additional tax	11 Special Assistance fund	12 Special additional tax	13 County Tax
October	\$ 671,001.88	\$ 100.96	\$ 17,027.64		\$ 654,075.22	\$ 4,889.21		\$ 658,964.43		\$ 380,133.03		\$ 233,645.18	\$ 327,591.84
November	\$ 613,379.39	\$ 105.89	\$ 17,659.92		\$ 595,825.36	\$ 3,722.21		\$ 599,547.57		\$ 298,503.01		\$ 207,793.34	\$ 299,199.67
December	\$ 701,617.54	\$ 66.46	\$ 17,621.16		\$ 683,165.03	\$ 3,577.16		\$ 686,762.19		\$ 337,891.58		\$ 248,423.25	\$ 341,592.50
January	\$ 661,191.00	\$ 97.22	\$ 17,776.36		\$ 643,511.86	\$ 2,695.58		\$ 646,207.44		\$ 306,764.73		\$ 231,537.29	\$ 321,045.14
February	\$ 677,023.08	\$ 124.57	\$ 17,520.37		\$ 659,627.28	\$ 2,096.11		\$ 661,723.39		\$ 323,365.66		\$ 250,923.63	\$ 329,813.66
March	\$ 455,614.68	\$ 35.30	\$ 16,068.35		\$ 439,582.63	\$ 1,158.74		\$ 440,741.37		\$ 319,983.94		\$ 158,784.73	\$ 219,923.03
April													
May													
June													
July													
August													
September													
<b>TOTALS</b>	<b>\$ 3,779,827.57</b>	<b>\$ 531.42</b>	<b>\$ 103,673.80</b>		<b>\$ 3,675,807.38</b>	<b>\$ 18,139.01</b>		<b>\$ 3,693,946.39</b>		<b>\$ 1,966,641.95</b>		<b>\$ 1,329,107.42</b>	<b>\$ 1,839,165.84</b>

  
 \_\_\_\_\_ Albany County Clerk  
  
 \_\_\_\_\_ Albany County Director of Finance

**RESOLUTION NO.**

**AUTHORIZING THE DISTRIBUTION OF MORTGAGE TAXES FOR THE PERIOD OCTOBER 1, 2019 THROUGH MARCH 31, 2020**

Introduced:  
By Audit and Finance Committee:

WHEREAS, The joint report of the Albany County Division of Finance and the County Clerk of Albany County showing the collection of mortgage taxes for the period of October 1, 2019 through March 31, 2020 shows the Albany County Division of Finance has on hand for distribution the sum of \$3,693,946.39 which has been apportioned in the following manner:

Cities and Towns

City of Albany	\$786,405.35
City of Cohoes	138,831.60
City of Watervliet	56,666.52
Town of Berne	22,984.10
Town of Bethlehem	552,249.89
Town of Coeymans	81,122.30
Town of Colonie	1,253,617.32
Town of Green Island	13,588.01
Town of Guilderland	433,033.99
Town of Knox	25,189.35
Town of New Scotland	139,416.63
Town of Rensselaerville	23,397.59
Town of Westerlo	<u>32,742.54</u>
TOTAL	\$3,559,245.19

and

WHEREAS, Said report for the same period shows apportionment to the Towns of Coeymans, Colonie, Green Island, Guilderland and New Scotland, which pursuant to law, is required to be apportioned as between the said towns and villages therein, and the said officers have apportioned the same in the following manner:

Villages

Village of Ravena	\$13,715.83
Village of Colonie	55,665.34
Village of Menands	33,989.44
Village of Green Island	4,529.34
Village of Altamont	8,154.73

Village of Voorheesville		<u>18,646.52</u>
	TOTAL	\$134,701.20

now, therefore be it

RESOLVED, By the County Legislature of the County of Albany, that the Clerk of the County Legislature is directed to draw a warrant requiring the Director of Finance to pay to the City Treasurer of each of the cities named the amounts apportioned thereto, and to the Supervisors of the several towns, the amount due said towns, and to the Village Treasurers of said villages, the amounts apportioned thereto, 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 NO. 227

AUTHORIZING THE DISTRIBUTION OF MORTGAGE TAXES FOR THE PERIOD OCTOBER 1, 2019 THROUGH MARCH 31, 2020

Introduced: 7/13/20  
By Audit and Finance Committee:

WHEREAS, The joint report of the Albany County Division of Finance and the County Clerk of Albany County showing the collection of mortgage taxes for the period of October 1, 2019 through March 31, 2020 shows the Albany County Division of Finance has on hand for distribution the sum of \$3,693,946.39 which has been apportioned in the following manner:

Cities and Towns

City of Albany	\$786,405.35
City of Cohoes	138,831.60
City of Watervliet	56,666.52
Town of Berne	22,984.10
Town of Bethlehem	552,249.89
Town of Coeymans	81,122.30
Town of Colonie	1,253,617.32
Town of Green Island	13,588.01
Town of Guilderland	433,033.99
Town of Knox	25,189.35
Town of New Scotland	139,416.63
Town of Rensselaerville	23,397.59
Town of Westerlo	<u>32,742.54</u>
TOTAL	\$3,559,245.19

and

WHEREAS, Said report for the same period shows apportionment to the Towns of Coeymans, Colonie, Green Island, Guilderland and New Scotland, which pursuant to law, is required to be apportioned as between the said towns and villages therein, and the said officers have apportioned the same in the following manner:

Villages

Village of Ravena	\$13,715.83
Village of Colonie	55,665.34
Village of Menands	33,989.44
Village of Green Island	4,529.34
Village of Altamont	8,154.73

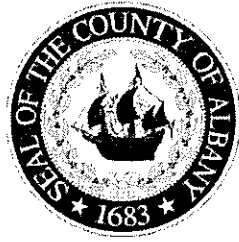
Village of Voorheesville		<u>18,646.52</u>
	TOTAL	\$134,701.20

now, therefore be it

RESOLVED, By the County Legislature of the County of Albany, that the Clerk of the County Legislature is directed to draw a warrant requiring the Director of Finance to pay to the City Treasurer of each of the cities named the amounts apportioned thereto, and to the Supervisors of the several towns, the amount due said towns, and to the Village Treasurers of said villages, the amounts apportioned thereto, 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.

DANIEL P. MCCOY  
COUNTY EXECUTIVE



SHAWN A. THELEN  
COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT OF MANAGEMENT AND BUDGET  
112 STATE STREET, SUITE 1200  
ALBANY, NEW YORK 12207  
OFFICE: (518) 447-5525  
FAX: (518) 447-5589  
[www.albanycounty.com](http://www.albanycounty.com)

M. DAVID REILLY  
DEPUTY COMMISSIONER

May 26, 2020

Honorable Andrew Joyce  
Chair, Albany County Legislature  
112 State St., Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

Legislative action is requested to revoke the sale of property located in the City of Albany, 182 Brevator Street pursuant to ABL Resolution Nos. 251 and 347 of 2019. Also requested is approval to allow the conveyance of this property to The Albany County Land Bank Corporation.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel



Legislation Text

File #: TMP-1682, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Legislative Action is requested to revoke the sale of tax delinquent property located in the City of Albany, 182 Brevator Street to the immediate former owner and authorization is also requested to allow the conveyance of this property to The Albany County Land Bank Corporation

.Click or tap here to enter text.

Date:	May 26, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/ Michael Mc Laughlin

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment

- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):  
Click or tap here to enter text.

Additional Parties (Names/addresses):  
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.  
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.



Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.  
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.  
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: Click or tap here to enter text.  
County: Click or tap here to enter text.  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

If yes, explain: Yes  No   
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

Authorization is requested in two parts, to revoke the sale of tax delinquent property located in the City of Albany, 182 Brevator Street, Tax Map No. 53.82-1-9 approved pursuant to ABL Resolution numbers 251 and 347 of 2019. The immediate former was not able to complete all the requirements to close on the property. Also requested is authorization to allow the conveyance of this property to The Albany County Land Bank Corporation.

James Galus [jamesgalus@gmail.com](mailto:jamesgalus@gmail.com)

1/7/2020

Unfortunately, we are forced to end the process of regaining the property at 182 Brevator st., and are requesting the deposit of \$8214.93 to be returned to my name, and sent to 134 Kingston Street, San Francisco, CA.

Please confirm.

Regards,

James Galus

RESOLUTION NO. 251

RESCINDING THE CONVEYANCE OF REAL PROPERTY PURSUANT TO RESOLUTION NO 271 FOR 2018 AND AUTHORIZING THE CONVEYANCE OF 182 BREVATOR STREET (TAX MAP NO. 53.82-1-9) IN THE CITY OF ALBANY

Introduced: 6/10/19  
By Audit and Finance Committee:

WHEREAS, Per Resolution No. 271 for 2018, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure located in the City of Albany to the Albany County Land Bank Corporation (the "Land Bank"), and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be sold to previous property owners, and

WHEREAS, Clara Galus, the previous owner of the property, has expressed an interest in acquiring the parcel and has offered to pay all the back taxes and fees due for the property, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 271 for 2018 is hereby amended by rescinding the authorization to convey 182 Brevator Street in the City of Albany, and be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 182 Brevator Street (Tax Map No. 53.82-1-9) in the City of Albany to Clara Galus for the amount of all back taxes and fees due on such parcel, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance 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.*

*Mr. A. Joyce made a motion to reconsider, seconded by Mr. Feeney, which passed unanimously.*

*Mr. A. Joyce proposed the following amendment:*

*In the Second WHEREAS clause after “previous property owners”, ADD: “including that any and all liens extinguished as a result of the foreclosure shall be reinstated”*

*After the Second RESOLVED clause, ADD: “RESOLVED, That any and all liens upon the property which were previous extinguished as a result of the foreclosure action shall be deemed reinstated and restored pursuant to the Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, and be it further”*

*Amendment was adopted by unanimous vote.*

*Adopted as amended by unanimous vote - 6/10/19*

RESOLUTION NO. 347

AMENDING RESOLUTION NO. 251 FOR 2019 REGARDING THE  
CONVEYANCE OF REAL PROPERTY AT 182 BREVATOR STREET (TAX  
MAP NO. 53.82-1-9) IN THE CITY OF ALBANY

Introduced: 8/12/19  
By Audit and Finance Committee:

WHEREAS, Pursuant to Resolution No. 212 for 2017, this Honorable Body authorized the conveyance of real property located at 182 Brevator Street (Tax Map No. 53.82-1-9) in the City of Albany, and

WHEREAS, An amendment is necessary in order to move forward with the conveyance of 182 Brevator Street, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 251 for 2019 is hereby amended in the Second Resolved Clause to reflect “the Spiritual Center for Human Development of Rev. Clara P. Galus” rather than “Clara Galus” and be it further

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

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

*Adopted by unanimous vote – 8/12/19*

**RESOLUTION NO. 228**

**RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 251 FOR 2019 AS AMENDED AND AUTHORIZING THE CONVEYANCE OF 182 BREVATOR STREET (TAX MAP NO. 53.82-1-9) IN THE CITY OF ALBANY**

Introduced: 7/13/20  
By Audit and Finance Committee:

WHEREAS, By Resolution No. 271 for 2018, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure located in the City of Albany to the Albany County Land Bank Corporation (the "Land Bank"), including 182 Brevator Street (Tax Map No. 53.82-1-9) in the City of Albany, and

WHEREAS, By Resolution No. 251 for 2019, as amended by Resolution No. 347 for 2019, this Honorable Body authorized the conveyance of a parcel of real property located at 182 Brevator Street (Tax Map No. 53.82-1-9) in the City of Albany to the Spiritual Center for Human Development of Rev. Clara P. Galus, the immediate former owner, and

WHEREAS, The County has received notice that immediate former owner has withdrawn their intent to reacquire the property, and

WHEREAS, The Albany County Land Bank Corporation (Land Bank) has expressed an interest in acquiring this parcel of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be sold to The Albany County Land Bank, now, therefore be it

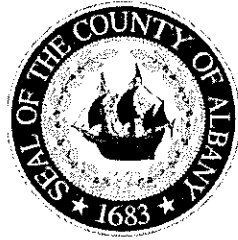
RESOLVED, By the Albany County Legislature, that Resolution Nos. 251 and 347 for 2019 are hereby rescinded, and be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 182 Brevator Street (Tax Map No. 53.82-1-9) in the City of Albany to the Land Bank, and be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance 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.

DANIEL P. MCCOY  
COUNTY EXECUTIVE



SHAWN A. THELEN  
COMMISSIONER

M. DAVID REILLY  
DEPUTY COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT OF MANAGEMENT AND BUDGET  
112 STATE STREET, SUITE 1200  
ALBANY, NEW YORK 12207  
OFFICE: (518) 447-5525  
FAX: (518) 447-5589  
www.albanycounty.com

May 30, 2020

Honorable Andrew Joyce  
Chair, Albany County Legislature  
112 State St., Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

Legislative approval is requested in two parts, to amend ABL Resolution 506 of 2017 due to transcription errors appearing on the submitted property list for this resolution, and pursuant to a county court order, approval is also requested to rescind the authorization to transfer property located in the City of Albany, 36 Ten Broeck Place to The Albany County Land Bank Corporation.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel





Legislation Text

File #: TMP-1685, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Legislative action is requested in two parts, to amend ABL Res No. 506 of 2017 due to transcription errors on the list of properties submitted for this resolution and also by rescinding the authorization to transfer property located in the City of Albany 36 Ten Broeck Place to The Albany County Land Bank Corporation as the foreclosure of this property was vacated per a County Court Order

.Click or tap here to enter text.

Date:	May 26, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael Mc Laughlin

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual

- Equipment
- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):  
Click or tap here to enter text.

Additional Parties (Names/addresses):  
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.  
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.  
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.  
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: Click or tap here to enter text.  
County: Click or tap here to enter text.  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

If yes, explain: Yes  No   
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

Legislative action is requested in two parts, to amend ABL Res No. 506 of 2017 due to transcription errors on the submitted property list for this resolution and also by rescinding the authorization to transfer property to The Albany County Land Bank Corporation.

Transcription errors on property list page 3: Correct property addresses 24, 36 and 38 shown as Ten Broeck Street to indicate Ten Broeck Place. Correct tax map No. 65.74-4-3, for 36 Ten Broeck Place to indicate tax map No. 65.74-4-30. (See attachment)

Due to a County Court Order (see attached) the tax foreclosure conducted on 36 Ten Broeck Place, tax Map No. 65.74-4-30 was vacated and in this regard the authorization to transfer this property to the Albany County Land Bank Corporation granted per ABL Res No. 506 of 2017 is being requested to be rescinded.

**RESOLUTION NO. 506**

**AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY TO THE ALBANY COUNTY LAND BANK CORPORATION**

Introduced: 12/4/17

By Audit and Finance Committee and Ms. McKnight:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 105 parcels of real property in the City of Albany, and

WHEREAS, The Albany County Land Bank Corporation (Land Bank) has expressed an interest in acquiring these 105 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, Pursuant to the Albany County Disposition Plan adopted per Resolution No. 453 of 2015, The Albany County Department of Management and Budget has forwarded a spreadsheet for high value properties containing the amounts due to Albany County upon the sale of a listed parcel by the Albany County Land Bank Corporation, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the parcels of real property located in the City of Albany to the Albany County Land Bank Corporation as indicated on the spreadsheet annexed hereto, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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 officials of the Albany County Land Bank and County Officials.

*Adopted by unanimous vote. 12/4/17*

Corrections to 24, 36 & 38 Ten Broeck Place are *Italicized*  
**DEFAULTED PARCELS 2011L**

3088-12 2011L City of Albany, October Judgment Parcels							
Street #	Street Name	Building/ Lot	Tax Map #	Assessed Value	Class Code	Base Taxes	Estimated Market Value
505	SECOND STREET	Building	65.39-1-88	\$ 128,400.00	210 - One Family Residence	\$ 26,403.32	\$ 50,000.00
529	SECOND STREET	Building	65.39-1-76	\$ 3,600.00	220 - Two Family Residence	\$ 19,088.49	\$ 3,000.00
573	SECOND STREET	Building	65.38-2-52	\$ 66,162.00	210 - One Family Residence	\$ 5,780.45	\$ 40,000.00
183	SHERIDAN AVENUE	Lot	65.81-3-45	\$ 1,000.00	311 - Residential Vacant Land	\$ 18,782.73	\$ 1,000.00
187	SHERMAN STREET	Lot	65.63-5-39	\$ 1,500.00	331 - Comm Vacant Minor Improvements	\$ 42,334.67	\$ 1,500.00
217.5	SHERMAN STREET	Lot	65.63-2-27	\$ 2,500.00	311 - Residential Vacant Land	\$ 13,699.18	\$ 2,500.00
315	SHERMAN STREET	Building	65.54-5-24	\$ 14,900.00	210 - One Family Residence	\$ 12,477.10	\$ 12,000.00
417	SHERMAN STREET	Lot	65.46-1-24	\$ 400.00	311 - Residential Vacant Land	\$ 3,228.66	\$ 400.00
319	SOUTH PEARL STREET	Lot	76.65-3-58	\$ 300.00	311 - Residential Vacant Land	\$ 3,099.67	\$ 300.00
325	SOUTH PEARL STREET	Lot	76.65-3-56	\$ 37,200.00	331 - Comm Vacant Minor Improvements	\$ 16,814.38	\$ 1,500.00
329	SOUTH PEARL STREET	Building	76.65-3-55	\$ 15,000.00	482 - Detached Row Bldg	\$ 9,060.57	\$ 15,000.00
331	SOUTH PEARL STREET	Lot	76.65-3-54	\$ 15,400.00	330 - Commercial Vacant Land	\$ 7,239.70	\$ 2,000.00
381	SOUTH PEARL STREET	Lot	76.73-1-30	\$ 1,000.00	311 - Residential Vacant Land	\$ 6,055.04	\$ 1,000.00
383	SOUTH PEARL STREET	Lot	76.73-1-31	\$ 1,000.00	311 - Residential Vacant Land	\$ 7,036.24	\$ 1,000.00
16	SOUTH SWAN STREET	Lot	65.81-3-31	\$ 1,700.00	311 - Residential Vacant Land	\$ 20,754.27	\$ 1,500.00
9	SOUTH SWAN STREET	Lot	65.81-6-83	\$ 1,000.00	311 - Residential Vacant Land	\$ 17,389.36	\$ 1,000.00
67	SOUTHERN BOULEVARD	Lot	75.76-3-38	\$ 6,000.00	311 - Residential Vacant Land	\$ 3,001.70	\$ 1,500.00
24	TEN BROECK STREET Place	Building	65.74-4-36	\$ 15,000.00	220 - Two Family Residence	\$ 21,640.44	\$ 15,000.00
36	TEN BROECK STREET Place	Lot	65.74-4-3 30	\$ 2,800.00	311 - Residential Vacant Land	\$ 1,610.94	\$ 1,500.00
38	TEN BROECK STREET Place	Lot	65.74-4-29	\$ 2,900.00	311 - Residential Vacant Land	\$ 1,624.21	\$ 1,500.00
41	TEN BROECK STREET	Building	65.82-5-59	\$ 15,000.00	230 - Three Family Residence	\$ 6,434.26	\$ 15,000.00
8	TEUNIS STREET	Building	76.72-2-4	\$ 1,000.00	311 - Residential Vacant Land	\$ 5,775.87	\$ 1,000.00
51	THIRD AVENUE	Building	76.64-3-37	\$ 10,000.00	220 - Two Family Residence	\$ 6,354.80	\$ 10,000.00
84	THIRD AVENUE	Building	76.64-4-11	\$ 55,000.00	220 - Two Family Residence	\$ 20,641.21	\$ 50,000.00
93	THIRD AVENUE	Building	76.64-2-64	\$ 58,300.00	220 - Two Family Residence	\$ 14,943.02	\$ 30,000.00
307	THIRD STREET	Lot	65.56-1-51	\$ 1,500.00	310 - Residential	\$ 31,832.02	\$ 1,500.00
505	THIRD STREET	Building	65.39-1-51	\$ 14,800.00	210 - One Family Residence	\$ 7,580.17	\$ 12,000.00
64	THIRD STREET	Building	65.74-3-13	\$ 12,000.00	220 - Two Family Residence	\$ 6,306.96	\$ 15,000.00
76	THORTON STREET	Building	65.48-2-83	\$ 1,900.00	220 - Two Family Residence	\$ 7,882.87	\$ 1,900.00
78	THORTON STREET	Building	65.48-2-84	\$ 18,800.00	220 - Two Family Residence	\$ 19,791.06	\$ 15,000.00
1	VALLEY STREET REAR	Lot	63.36-1-34	\$ 400.00	311 - Residential Vacant Land	\$ 726.59	\$ 400.00
33	WEST STREET	Building	65.63-3-68	\$ 38,800.00	220 - Two Family Residence	\$ 29,459.59	\$ 30,000.00

3.1  
31

RECEIVED

STATE OF NEW YORK  
COUNTY COURT                      COUNTY OF ALBANY

2020 MAR 10 PM 1:17

ALBANY COUNTY CLERK

In the Matter of the "In Rem" Delinquent Tax Lien  
Foreclosure Proceeding brought pursuant to Article  
Eleven, Title 3 of the Real Property Tax Law

by

THE COUNTY OF ALBANY, NEW YORK, TAX  
DISTRICT,

against

**ORDER  
VACATING, NULLIFYING  
AND CANCELLING OF  
RECORD *NUNC PRO TUNC*  
BOTH FINAL JUDGMENT OF  
FORECLOSURE BY DEFAULT,  
EXECUTION AND WRIT OF  
ASSISTANCE AND DEED BY  
ASSIGNMENT GIVEN BY TAX  
DISTRICT TO ALBANY COUNTY  
LAND BANK CORPORATION  
solely to the extent that  
Exhibit "A" annexed to both  
said Judgment and Deed  
include therein "PARCEL No.  
ALBANY 3088-12-1628 (36 Ten  
Broeck Place, City of Albany)"**

**Index No. 3088-12  
RJ# No. CC-16-00001  
IAS Judge: Surrogate Stacy L. Pettit  
Acting Albany County Court Judge**

The Parcels of Real Property included in the LIST OF  
DELINQUENT TAXES filed on June 11, 2012  
covering the CITY OF ALBANY, Albany County

The County of Albany, New York Tax District ("Tax District") having by its attorney  
Acting Albany County Attorney Eugenia Koutelis Condon (Gregory A. Rutnik, Esq., Assistant  
Albany County Attorney, of counsel) applied to this Court for the hereinafter specified relief and  
for such other, further and different relief as to the Court may seem just and proper,

NOW after reading and filing the Affidavit of Assistant Albany County Attorney Gregory  
A. Rutnik, Esq. sworn to on February 20, 2020 in support of said Application satisfactorily  
establishing the excusable mistake and error of the Tax District in having obtained said  
Foreclosure Judgment and subsequently given said Deed by Assignment to the Albany County  
Land Bank Corporation solely to the extent that Exhibit "A" annexed to both said Foreclosure  
Judgment and Deed by Assignment include therein the abovesaid parcel "PARCEL No.  
ALBANY 3088-12-1628 (36 Ten Broeck Place, City of Albany)" and due deliberation having

been had thereon, pursuant to this Court's inherent authority to in the interest of justice and in the exercise of its inherent discretion, it is hereby

UPON said Application by said attorney for the Tax District,

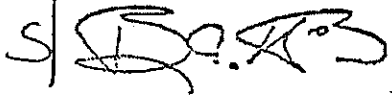
ORDERED that both the Order of this Court dated October 18, 2017 and entered in the Albany County Clerk's Office on October 30, 2017 granting the Tax District a Final Judgment of Foreclosure by Default, Execution and Writ of Assistance in this proceeding ("Foreclosure Judgment") and the Deed by Assignment subsequently given by the Tax District to the Albany County Land Bank Corporation dated October 26, 2018 recorded in the Albany County Clerk's Office as Instrument No. R2018-24157 on October 30, 2018 ("Deed by Assignment") are hereby pursuant to this Court's inherent authority to at any time vacate its own judgments in the interest of justice and the exercise of its inherent discretion based upon the excusable mistake and/or error of a party thereto vacated, declared null and void and cancelled of record nunc pro tunc nunc solely to the extent that Exhibit "A" annexed to both said Foreclosure Judgment and Deed by Assignment include therein the abovesaid parcel "PARCEL No. ALBANY 3088-12-1628 (36 Ten Broeck Place, City of Albany)", and it is further hereby

ORDERED that the Albany County Clerk shall and is hereby directed to make an appropriate notation of the entry of this Order upon the filed original of and the electronic Index entries with respect to both said Foreclosure Judgment and Deed by Assignment solely to the extent that Exhibit "A" annexed to both said Foreclosure Judgment and Deed by Assignment include therein the abovesaid parcel "PARCEL No. ALBANY 3088-12-1628 (36 Ten Broeck Place, City of Albany)".

Signed this 5<sup>th</sup> day of March, 2020, at Albany, New York.

ENTER

  
 STACY L. PETTIT, SURROGATE  
 ACTING ALBANY COUNTY COURT JUDGE

 ms  
 3-10-20

**RESOLUTION NO. 229**

**AMENDING RESOLUTION NO. 506 FOR 2017 AND RESCINDING THE AUTHORIZATION TO CONVEY 36 TEN BROECK PLACE (TAX MAP NO. 65.74-4-30) IN THE CITY OF ALBANY**

Introduced: 7/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 506 for 2017, this Honorable Body authorized the conveyance of various parcels of real property to the Albany County Land Bank Corporation (the "Land Bank"), and

WHEREAS, The Commissioner of the Department of Management and Budget has indicated that there are transcription errors in the spreadsheet provided, and has requested an amendment in order to accurately reflect the parcels to be transferred, and

WHEREAS, The Commissioner further requested that, due to a County Court Order vacating the "in rem" foreclosure against 36 Ten Broeck Place (Tax Map No. 65.74-4-30) in the City of Albany, the authorization to convey said parcel to the Land Bank be rescinded, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be transferred to The Albany County Land Bank, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 506 for 2017 and the spreadsheet annexed thereto are hereby amended to reflect that parcels located at 24, 36 and 38 Ten Broeck Street shall reflect 24, 36 and 38 Ten Broeck Place, and, that the Tax Map number for 36 Ten Broeck Place shall reflect "65.74-4-30" rather than "65.74-4-3", and be it further

RESOLVED, That the authorization by Resolution No. 506 for 2017 to convey real property located at 36 Ten Broeck Place (Tax Map No. 65.74-4-30) in the City of Albany is hereby rescinded, and be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey 24 Ten Broeck Place (Tax Map No. 65.74-4-36) and 38 Ten Broeck Place (Tax Map No.

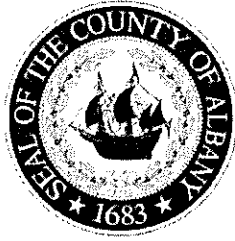


65.74-4-29) in the City of Albany to the Albany County Land Bank Corporation, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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 officials of the Albany County Land Bank and County Officials.

DANIEL P. MCCOY  
COUNTY EXECUTIVE



SHAWN A. THELEN  
COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT OF MANAGEMENT AND BUDGET  
112 STATE STREET, SUITE 1200  
ALBANY, NEW YORK 12207  
OFFICE: (518) 447-5525  
FAX: (518) 447-5589  
[www.albanycounty.com](http://www.albanycounty.com)

M. DAVID REILLY  
DEPUTY COMMISSIONER

May 26, 2020

Honorable Andrew Joyce  
Chair, Albany County Legislature  
112 State St., Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

Legislative approval is requested to amend Resolution No. 271 of 2018 by striking 349 Orange Street located in the City of Albany from the list of properties submitted for this resolution as this property was removed from foreclosure per a County Court Order. In this regard request is also made to rescind the sale of this property to The Albany County Land Bank Corporation pursuant to Resolution No. 271 of 2018.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel



Legislation Text

File #: TMP-1684, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Legislative action is requested to amend Resolution No. 271 of 2018 by striking 349 Orange Street located in the City of Albany from the list of properties submitted for this legislative request (See attached) per County Court order. Authorization is also requested to rescind the sale of this property to the Albany County Land Bank Corporation pursuant to Resolution No. 271 of 2018.

tClick or tap here to enter text.

Date:	May 26, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael Mc Laughlin

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual

- Equipment
- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):  
Click or tap here to enter text.

Additional Parties (Names/addresses):  
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.  
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.  
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.  
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: Click or tap here to enter text.  
County: Click or tap here to enter text.  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

If yes, explain: Yes  No   
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

Legislative request is made to amend Resolution No. 271 of 2018 by striking 349 Orange Street, located in the City of Albany from the list of properties submitted (See attached) for this resolution. It was discovered that this property should not have been foreclosed on by the County. In this regard the attached Court Order vacated the County's foreclosure action against this property. Also requested is authorization to rescind the sale of 349 Orange Street to The Albany County Land Bank Corporation pursuant to Resolution No. 271 of 2018

RESOLUTION NO. 271

AUTHORIZING THE CONVEYANCE OF CITY OF ALBANY PARCELS OF REAL PROPERTY TO THE ALBANY COUNTY LAND BANK CORPORATION

Introduced: 6/11/18

By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 111 parcels of real property in the City of Albany, and

WHEREAS, The Albany County Land Bank Corporation (Land Bank) has expressed an interest in acquiring these 111 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, Pursuant to the Albany County Disposition Plan adopted per Resolution No. 453 of 2015, The Albany County Department of Management and Budget has forwarded a spreadsheet which contains base taxes and estimated market value of these properties which will be used to calculate the amount due to Albany County upon the sale of a listed parcel by the Albany County Land Bank Corporation, and, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the 111 parcels of real property located in the City of Albany to the Albany County Land Bank Corporation as indicated on the spreadsheet annexed hereto, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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 - 6/11/18*

City of Albany	Address	Lot	APN	Use	Value	Value	Value
City of Albany	11 MOHAWK STREET	Lot	65.44-3-19	310 - Residential	\$ 51,789.17	\$	500.00
City of Albany	8 MOHAWK STREET	Lot	65.52-2-12	311 - Residential Vacant Land	\$ 2,635.15	\$	5,800.00
City of Albany	121 N LAKE AVENUE	Building	65.55-2-32	230 - Three Family Residence	\$ 32,552.86	\$	15,000.00
City of Albany	544 N PEARL STREET	Lot	65.36-1-13	311 - Residential Vacant Land	\$ 4,677.74	\$	2,500.00
City of Albany	540 N PEARL STREET	Lot	65.36-1-25	311 - Residential Vacant Land	\$ 3,183.94	\$	2,500.00
City of Albany	105 OLIVER AVENUE	Lot	64.53-2-40	311 - Residential Vacant Land	\$ 792.89	\$	1,400.00
City of Albany	107 OLIVER AVENUE	Lot	64.53-2-39	311 - Residential Vacant Land	\$ 792.89	\$	1,400.00
City of Albany	109 OLIVER AVENUE	Lot	64.53-2-38	311 - Residential Vacant Land	\$ 792.89	\$	1,400.00
City of Albany	111 OLIVER AVENUE	Lot	64.53-2-37	311 - Residential Vacant Land	\$ 792.89	\$	1,400.00
City of Albany	113 OLIVER AVENUE	Lot	64.53-2-36	311 - Residential Vacant Land	\$ 792.89	\$	1,400.00
City of Albany	115 OLIVER AVENUE	Lot	64.53-2-35	311 - Residential Vacant Land	\$ 1,242.83	\$	1,400.00
City of Albany	117 OLIVER AVENUE	Lot	64.53-2-34	311 - Residential Vacant Land	\$ 942.89	\$	1,400.00
City of Albany	119 OLIVER AVENUE	Lot	64.53-2-33	311 - Residential Vacant Land	\$ 792.89	\$	1,400.00
City of Albany	72 ONDERDONK AVENUE	Lot	64.81-1-42	311 - Residential Vacant Land	\$ 2,721.70	\$	10,300.00
City of Albany	74 ONDERDONK AVENUE	Lot	64.81-1-43	311 - Residential Vacant Land	\$ 2,721.70	\$	10,300.00
City of Albany	38 ONTARIO STREET	Lot	65.39-1-4	311 - Residential Vacant Land	\$ 7,274.40	\$	2,100.00
City of Albany	31 ONTARIO STREET	Lot	65.38-1-29	311 - Residential Vacant Land	\$ 3,207.26	\$	2,100.00
City of Albany	135 ONTARIO STREET	Building	65.46-2-9.1	615 - Educational Facilities	\$ 19,717.97	\$	545,000.00
City of Albany	130 ONTARIO STREET	Building	65.54-1-67	464 - Office Building	\$ 9,545.61	\$	282,000.00
City of Albany	349 ORANGE STREET	Lot	65.64-3-32	311 - Residential Vacant Land	\$ 1,182.18	\$	900.00
City of Albany	176 ORANGE STREET	Lot	65.81-6-46	311 - Residential Vacant Land	\$ 52,306.90	\$	1,500.00
City of Albany	216 ORANGE STREET	Lot	65.81-3-16	311 - Residential Vacant Land	\$ 3,445.70	\$	1,300.00
City of Albany	21 PENNSYLVANIA AVE	Building	65.57-2-23	210 - One Family Residence	\$ 5,642.39	\$	84,000.00
City of Albany	74 QUAIL STREET	Lot	65.47-3-54	311 - Residential Vacant Land	\$ 4,394.21	\$	13,000.00
City of Albany	5 ROSEMARY CIRCLE	Lot	65.7-1-20	311 - Residential Vacant Land	\$ 9,531.86	\$	33,400.00
City of Albany	18 SAND STREET	Lot	76.62-3-25	311 - Residential Vacant Land	\$ 2,277.23	\$	3,200.00
City of Albany	37 SAND STREET	Lot	76.62-4-44	311 - Residential Vacant Land	\$ 3,470.31	\$	5,200.00
City of Albany	167 SECOND AVENUE	Building	76.63-2-51	230 - Three Family Residence	\$ 27,175.13	\$	109,253.00
City of Albany	116 SECOND AVENUE	Lot	76.71-2-25	311 - Residential Vacant Land	\$ 15,981.79	\$	1,500.00
City of Albany	45 SECOND AVENUE	Building	76.72-1-17	720 - Two Family Residence	\$ 15,196.50	\$	13,000.00
City of Albany	48 SECOND AVENUE	Building	76.72-3-4	220 - Two Family Residence	\$ 21,449.07	\$	93,000.00
City of Albany	453 SECOND STREET	Building	65.47-4-64	210 - One Family Residence	\$ 48,063.86	\$	12,000.00
City of Albany	184 SECOND STREET	Lot	65.65-3-19	311 - Residential Vacant Land	\$ 2,666.22	\$	2,400.00
City of Albany	319 SECOND STREET	Building	65.56-2-67	210 - One Family Residence	\$ 17,934.55	\$	60,000.00
City of Albany	250 SHAKER ROAD	Lot	65.6-2-1	300 - Vacant Land	\$ 47,424.72	\$	76,000.00
City of Albany	268 SHERIDAN AVENUE	Lot	65.72-5-63	311 - Residential Vacant Land	\$ 30,625.41	\$	1,500.00
City of Albany	26 SHERMAN STREET	Lot	65.86-1-30	438 - Parking Lot	\$ 5,626.99	\$	14,300.00
City of Albany	319 SHERMAN STREET	Building	65.54-5-26	210 - One Family Residence	\$ 13,293.19	\$	43,000.00
City of Albany	77 SHERMAN STREET	Building	65.72-3-37	220 - Two Family Residence	\$ 27,919.20	\$	13,000.00
City of Albany	205 SHERMAN STREET	Building	65.63-2-20	220 - Two Family Residence	\$ 11,669.89	\$	15,000.00
City of Albany	124 SHERMAN STREET	Building	65.71-1-3	210 - One Family Residence	\$ 21,951.04	\$	81,000.00
City of Albany	397 SOUTH PEARL STREET	Building	76.73-1-34	230 - Three Family Residence	\$ 4,457.68	\$	15,000.00
City of Albany	603 SOUTH PEARL STREET REAR	Lot	87.23-1-2	311 - Residential Vacant Land	\$ 21,334.93	\$	54,700.00
City of Albany	14 SOUTH SWAN STREET	Lot	65.81-3-30	311 - Residential Vacant Land	\$ 16,465.07	\$	1,700.00
City of Albany	4 TELUS STREET	Lot	76.72-2-2	311 - Residential Vacant Land	\$ 1,588.67	\$	1,200.00
City of Albany	49 THIRD AVENUE	Building	76.64-3-36	220 - Two Family Residence	\$ 1,383.72	\$	10,000.00
City of Albany	36 THIRD AVENUE	Lot	76.72-2-1	311 - Residential Vacant Land	\$ 2,357.23	\$	1,000.00
City of Albany	569 THIRD STREET	Building	65.30-1-40	220 - Two Family Residence	\$ 23,344.45	\$	94,400.00
City of Albany	600 THIRD STREET	Lot	65.30-2-15	311 - Residential Vacant Land	\$ 5,963.08	\$	4,600.00
City of Albany	541 THIRD STREET	Lot	65.38-3-50	311 - Residential Vacant Land	\$ 1,303.70	\$	1,500.00
City of Albany	542 THIRD STREET	Building	65.38-2-20	220 - Two Family Residence	\$ 26,044.91	\$	112,700.00
City of Albany	311 THIRD STREET	Building	65.56-1-49	210 - One Family Residence	\$ 18,874.03	\$	10,000.00

STATE OF NEW YORK  
COUNTY COURT COUNTY OF ALBANY

In the Matter of the "In Rem" Delinquent Tax Lien Foreclosure Proceeding brought pursuant to Article Eleven, Title 3 of the Real Property Tax Law

by

THE COUNTY OF ALBANY, NEW YORK, TAX DISTRICT,

against

The Parcel of Real Property included in the LIST OF DELINQUENT TAXES filed on October 8, 2013 covering the CITY OF ALBANY, Albany County

ALBANY COUNTY  
JOINED COURTS  
2019 APR 19 AM 9:12  
ALBANY, N.Y.

RECEIVED  
2019 APR 30 9:10  
ALBANY COUNTY

ORDER  
VACATING, NULLIFYING  
AND CANCELLING OF  
RECORD *NUNC PRO TUNC*  
BOTH FINAL JUDGMENT OF  
FORECLOSURE BY DEFAULT,  
EXECUTION AND WRIT OF  
ASSISTANCE AND DEED BY  
ASSIGNMENT GIVEN BY TAX  
DISTRICT TO ALBANY COUNTY  
LAND BANK CORPORATION  
AS TO PARCEL No. ALBANY  
5107-13-1074 (349 Orange  
Street, City of Albany)

Index No. 5107-13  
RJI No. CC-17-00001  
IAS Judge: Surrogate Stacy L. Pettit  
Acting Albany County Court Judge

The County of Albany, New York Tax District ("Tax District") having by its attorney Albany County Attorney DANIEL C. LYNCH (Gregory A. Rutnik, Esq., Assistant County Attorney, of counsel) moved this Court *ex parte* pursuant to this Court's inherent authority to at any time vacate its own judgments in the interest of justice and the exercise of its inherent discretion based upon the excusable mistake and/or error of a party thereto for an Order vacating, declaring null and void and canceling of record *nunc pro tunc nunc* both the Order of this Court dated February 8, 2018 and entered in the Albany County Clerk's Office on February 8, 2018 granting the Tax District Summary Final Judgment of Foreclosure by Default, Execution and Writ of Assistance in this proceeding as to the above said parcel ("Foreclosure Judgment") and the Deed by Assignment as to the above said parcel subsequently given by the Tax District to the Albany County Land Bank Corporation dated March 29, 2019 recorded in the Albany County Clerk's Office as Instrument No. R2019-6878 on April 10, 2019 ("Deed by Assignment") solely to the extent that Exhibit "A" annexed to both



said Foreclosure Judgment and Deed by Assignment include therein the abovesaid parcel "PARCEL No. ALBANY 5107-13-1074 (349 Orange Street, City of Albany)" and for such other, further and different relief as to the Court may seem just and proper,

NOW after reading and filing the Affidavit of Assistant Albany County Attorney Gregory A. Rutnik, Esq. sworn to on April 15, 2019 in support of said Motion satisfactorily establishing the excusable mistake and error of the Tax District in having obtained said Foreclosure Judgment and given said Deed by Assignment as to the abovesaid parcel in this proceeding solely to the extent that Exhibit "A" annexed to both said Foreclosure Judgment and Deed by Assignment included therein the abovesaid parcel "PARCEL No. ALBANY 5107-13-1074 (349 Orange Street, City of Albany)", and due deliberation having been had thereon, it is hereby pursuant to this Court's inherent authority to in the interests of justice and in the exercise of its inherent discretion, it is hereby

UPON said Motion by said attorney for the Tax District,

ORDERED that both the Order of this Court dated February 8, 2018 and entered in the Albany County Clerk's Office on February 8, 2018 granting the Tax District said Foreclosure Judgment in this proceeding as to the above said parcel and said Deed by Assignment as to the above said parcel subsequently given by the Tax District to the Albany County Land Bank Corporation dated March 29, 2019 recorded in the Albany County Clerk's Office as Instrument No. R2019-6878 on April 10, 2019 are hereby vacated, declared null and void and canceled of record *nunc pro tunc* solely to the extent that Exhibit "A" annexed to both said Foreclosure Judgment and Deed by Assignment include therein the abovesaid parcel "PARCEL No. ALBANY 5107-13-1074 (349 Orange Street, City of Albany)", and it is further hereby

ORDERED that the Albany County Clerk shall and is hereby directed to make an appropriate notation of the entry of this Order upon the filed original of and the electronic Index entries with respect to both said Foreclosure Judgment and Deed by Assignment solely to the extent that Exhibit "A" annexed to both said Foreclosure Judgment and Deed by

Assignment include therein the abovesaid parcel "PARCEL No. ALBANY 5107-13-1074 (349 Orange Street, City of Albany)".

Signed this 26<sup>th</sup> day of April, 2019, at Albany, New York.

ENTER

Stacy L. Pettit  
STACY L. PETTIT, SURROGATE  
ACTING ALBANY COUNTY COURT JUDGE

S/ [Signature]  
4-30-19 ms



2. I am fully familiar with the facts, pleadings and proceedings relating to this proceeding upon personal knowledge and/or upon information and belief based upon conversations I have had with persons having personal knowledge or information derived by me from records kept by the Tax District in the ordinary course of business.

3. I make this affidavit based upon said knowledge and/or information and belief in support of the relief in this proceeding hereby requested by the Tax District.

4. This is a proceeding "in rem" brought by the Tax District pursuant to Article Eleven, Title 3, of the Real Property Tax Law ("RPTL") to foreclose delinquent real property tax liens against the parcels of real property on the abovesaid List of Delinquent Taxes ("List") including the abovesaid parcel, which parcel is more fully described in Exhibit "A" annexed hereto.

5. The Tax District is hereby applying *ex parte* to this Court pursuant to its inherent authority to at any time vacate its own judgments *nunc pro tunc* in the interest of justice and the exercise of its inherent discretion based upon the excusable mistake and/or error of a party thereto for an Order vacating, rendering null and void and canceling of record *nunc pro tunc* both the Order of this Court dated February 8, 2018 and entered in the Albany County Clerk's Office on February 8, 2018 granting the Tax District Summary Final Judgment of Foreclosure by Default, Execution and Writ of Assistance in this proceeding as to the above said parcel ("Foreclosure Judgment") and Exhibit "A of the Deed by Assignment as to the above said parcel subsequently given by the Tax District to the Albany County Land Bank Corporation dated March 29, 2019 recorded in the Albany County Clerk's Office as Instrument No. R2019-6878 on April 10, 2019 ("Deed by Assignment") solely to the extent that Exhibit "A" annexed to both said Foreclosure Judgment and Deed by Assignment include therein the abovesaid parcel "PARCEL No. ALBANY 5107-13-1074 (349 Orange Street, City of Albany)".

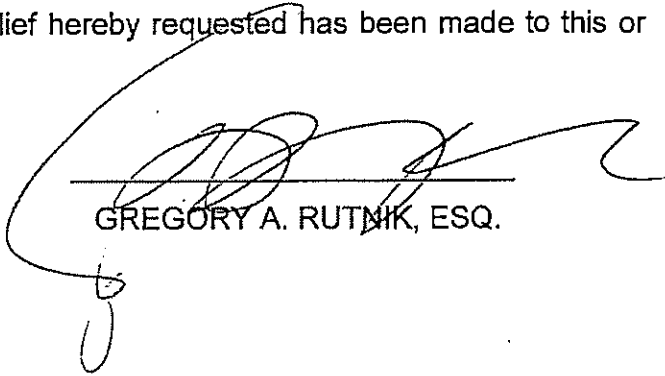
6. It appears that as the result of a clerical error the above said parcel was mistakenly included by the Tax District in Exhibit "A" of the above said Foreclosure

Judgment as having thereby been foreclosed upon when in fact it had not and as a result erroneously included in Albany County legislative Resolution 271 for the year 2018 adopted June 16, 2018 authorizing its sale and conveyance by said Deed by Assignment given by the Tax District to the Albany County Land Bank Corporation, despite the fact said parcel was in actuality owned and continues to be owned by Green Island Tabernacle and is listed on this Court's March 7, 2019 Tax District Summary Judgment Motion calendar as having been Answered and adjourned by its owner's attorney of record to June 6, 2019.

7. Under the circumstances of said clerical error and excusable mistake having been made by it, the Tax District respectfully requests that this Court in the interests of justice and the exercise of its inherent discretion grant the herewith being submitted proposed Order vacating, rendering null and void and cancelling of record *nunc pro tunc* both said Foreclosure Judgment and Deed by Assignment solely to the extent that Exhibit "A" annexed to both said Foreclosure Judgment and Deed by Assignment include therein the abovesaid parcel "PARCEL No. ALBANY 5107-13-1074 (349 Orange Street, City of Albany)".

8. There is no person or persons whose rights will be adversely affected if the relief hereby requested by the Tax District is granted, so as to thereby entitle them to notice of this application.

9. No prior application for the relief hereby requested has been made to this or any other Court.

  
\_\_\_\_\_  
GREGORY A. RUTNIK, ESQ.

Sworn to before me this  
15<sup>th</sup> day of April, 2019

  
\_\_\_\_\_  
NOTARY PUBLIC – STATE OF NEW YORK

MELANIE J. BUNZEY  
Notary Public, State of New York  
Qualified in Albany County  
No. 01BU6048902  
Commission Expires Oct. 2, 2017

**LIST OF DELINQUENT TAXES**  
**FOR**  
**CITY OF ALBANY, ALBANY COUNTY**

PARCEL FORCLOSURE NO: 0001074  
 FORECLOSURE PROCEEDING INDEX NO: 5107-13  
 PARCEL LOCATION: 349 ORANGE ST, CITY OF ALBANY  
 PARCEL TAX MAP NUMBER: 06506400030320000000  
 PARCEL PROPERTY CLASS CODE: 210  
 OWNER LISTED ON DELINQUENT TAX BILL: GREEN ISLAND TABERNACLE.  
 REPUTED PARCEL OWNER(S): GREEN ISLAND TABERNACLE  
 AS OF 10/3/2013  
 MAILING ADDRESS: 353 ORANGE ST  
 ALBANY, NY 12206

**DELINQUENT TAXES**

<u>YEAR</u>	<u>TYPE OF TAX</u>	<u>AMOUNT DUE</u>
2012	PROPERTY	269.15

**RESOLUTION NO. 230**

**AMENDING RESOLUTION NO. 271 FOR 2018 AND RESCINDING THE AUTHORIZATION TO CONVEY 349 ORANGE STREET (TAX MAP NO. 65.64-3-32) IN THE CITY OF ALBANY**

Introduced: 7/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 271 for 2018, this Honorable Body authorized the conveyance of various parcels of real property to the Albany County Land Bank Corporation (the "Land Bank"), and

WHEREAS, The Commissioner of the Department of Management and Budget has indicated that a transcription error exists in the spreadsheet provided, and has requested an amendment in order to accurately reflect the parcels to be transferred, and

WHEREAS, The Commissioner further requested that, due to a County Court Order vacating the "in rem" foreclosure against 349 Orange Street (Tax Map No. 65.64-3-32) in the City of Albany, the authorization to convey said parcel to the Land Bank be rescinded, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 271 for 2018 and the spreadsheet annexed thereto are hereby amended by deleting all reference to 349 Orange Street (Tax Map No. 65.64-3-32) in the City of Albany, and be it further

RESOLVED, That the authorization by Resolution No. 271 for 2018 to convey real property located at 349 Orange Street (Tax Map No. 65.64-3-32) in the City of Albany is hereby rescinded pursuant to the aforementioned Court Order, and be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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 officials of the Albany County Land Bank and County Officials.

DANIEL P. MCCOY  
COUNTY EXECUTIVE



SHAWN A. THELEN  
COMMISSIONER

M. DAVID REILLY  
DEPUTY COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT OF MANAGEMENT AND BUDGET  
112 STATE STREET, SUITE 1200  
ALBANY, NEW YORK 12207  
OFFICE: (518) 447-5525  
FAX: (518) 447-5589  
www.albanycounty.com

May 30, 2020

Honorable Andrew Joyce  
Chair, Albany County Legislature  
112 State St., Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

Legislative approval is requested to rescind the authorization granted pursuant to ABL Resolution 398 of 2019 to transfer tax foreclosed property located in the Town of Bethlehem, 56 Harrison Avenue to The Albany County Land Bank Corporation. This is pursuant to a county court order.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel





Legislation Text

File #: TMP-1696, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Legislative action is requested to rescind the authorization per ABL Res. 19-398 to convey tax foreclosed property located in the Town of Bethlehem, 56 Harrison Avenue, Tax Map No. 86.13-4-31 to the Albany County Land Bank Corporation. This is being requested per a County court order which vacated the foreclosure judgement.

title

Click or tap here to enter text.

Date:	June 1, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael Mc Laughlin

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

Party (Name/address):  
Click or tap here to enter text.

Additional Parties (Names/addresses):  
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.  
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No

Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation Yes  No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

Request for Legislative action to rescind the authorization to convey tax foreclosed property located in the Town of Bethlehem, 56 Harrison Avenue, Tax Map No. 86.13-4-31 to The Albany County Land Bank Corporation pursuant to ABL Resolution No. 398 of 2019. This property is part of a bankruptcy filing and the County vacated the judgment of foreclosure on this property, April 20, 2020.

RESOLUTION NO. 398

AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY TO THE ALBANY COUNTY LAND BANK CORPORATION

Introduced: 9/9/19

By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 25 parcels of real property in the Towns of Berne, Bethlehem, Coeymans, Colonie, Guilderland, Knox, New Scotland, and Rensselaerville, and

WHEREAS, The Albany County Land Bank Corporation (the "Land Bank") has expressed an interest in acquiring these 25 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interest of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, Pursuant to the Albany County Disposition Plan adopted per Resolution No. 29 for 2019, the Albany County Department of Management and Budget has forwarded spreadsheets detailing such parcels for conveyance to the Land Bank as annexed hereto, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the 25 parcels of real property located in the Towns of Berne, Bethlehem, Coeymans, Colonie, Guilderland, Knox, New Scotland, and Rensselaerville, as indicated on the spreadsheets annexed hereto, to the Land Bank, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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 – 9/9/19*

TOWN OF BERNE

Municipality	Street #	Street Name	Property Type	Tax Map #	Assessed Value
TOWN OF BERNE		PEASLEY RD	260 SEASONAL RESIDENCE	124-2-7	\$ 12,000.00
		.1 PROPERTY			

TOWN OF BETHLEHEM

GENERAL INFORMATION		FUNDING		PERIOD	
REPORTING PERIOD	01/01/2018	FUNDING SOURCE	GENERAL FUND	REPORTING PERIOD	01/01/2018
REPORTING PERIOD	01/01/2018	FUNDING SOURCE	GENERAL FUND	REPORTING PERIOD	01/01/2018
REPORTING PERIOD	01/01/2018	FUNDING SOURCE	GENERAL FUND	REPORTING PERIOD	01/01/2018
REPORTING PERIOD	01/01/2018	FUNDING SOURCE	GENERAL FUND	REPORTING PERIOD	01/01/2018
REPORTING PERIOD	01/01/2018	FUNDING SOURCE	GENERAL FUND	REPORTING PERIOD	01/01/2018
REPORTING PERIOD	01/01/2018	FUNDING SOURCE	GENERAL FUND	REPORTING PERIOD	01/01/2018
REPORTING PERIOD	01/01/2018	FUNDING SOURCE	GENERAL FUND	REPORTING PERIOD	01/01/2018
REPORTING PERIOD	01/01/2018	FUNDING SOURCE	GENERAL FUND	REPORTING PERIOD	01/01/2018
REPORTING PERIOD	01/01/2018	FUNDING SOURCE	GENERAL FUND	REPORTING PERIOD	01/01/2018



TOWN OF COLONIE

Municipality	Street #	Street Name	Property Type	Tax Map #	Assessed Value
TOWN OF COLONIE	901	12TH ST	210-ONE FAMILY RESIDENCE	32.19-2-25	\$ 51,000.00
TOWN OF COLONIE	1208	CHESTNUT ST	311-RESIDENTIAL VACANT LAND	32.19-1-22	\$ 8,000.00
TOWN OF COLONIE	169	TROY SCHDY RD	330-COMMERCIAL VACANT LAND	32.19-5-14	\$ 5,500.00
TOWN OF COLONIE	23	OVERLOOK AVE	311-RESIDENTIAL VACANT LAND	31.8-2-24	\$ 600.00
TOWN OF COLONIE	22	SHERWOOD DR	210-ONE FAMILY RESIDENCE	30.2-2-48	\$ 86,000.00
TOWN OF COLONIE	48	VLY RD	210-ONE FAMILY RESIDENCE	29.11-5-13.1	\$ 73,500.00
<b>TOTAL OF 6 PROPERTIES</b>					



TOWN OF GUILDERLAND

TOWN OF GUILDERLAND	38	WHIPPLEWAY	210 ONE FAMILY RESIDENCE	37.14	\$	175,200.00
TOWN OF GUILDERLAND		BROOKVIEW DR	311-RESIDENTIAL VACANT LAND	78.5-2-1	\$	5,000.00

TOWN OF KNOX

Municipality	Street #	Street Name	Property Type	Tax Map #	Assessed Value
TOWN OF KNOX	943	THACHER PARK RD	260-SEASONAL RESIDENCE	70-3-5	\$ 25,200.00
TOWN OF KNOX		RT 156	314-RURAL VACANT LAND	47-2-26.71	\$ 21,192.00
TOTAL OF 2 PROPERTIES					

TOWN OF NEW SCOTLAND

Municipality	Street #	Street Name	Property Type	Lot Area	Assessed Value
TOWN OF NEW SCOTLAND		DOMINSKI LN	322-RURAL VACANT LAND	106-2-1215	\$ 778,700.00
TOWN OF NEW SCOTLAND	2123	DELAWARE TPKE	210-ONE FAMILY RESIDENCE	105-4-2-5	\$ 81,000.00
TOWN OF NEW SCOTLAND	726	NEW SALEM RD	311-RESIDENTIAL VACANT LAND	82-2-24	\$ 9,000.00
TOWN OF NEW SCOTLAND		SWIFT RD	311-RESIDENTIAL VACANT LAND	72-3-31.10	\$ 16,100.00
TOWN OF NEW SCOTLAND	198	NORMANSKILL RD	311-RESIDENTIAL VACANT LAND	62-4-11.1	\$ 49,100.00
TOTAL OF 5 PROPERTIES					

TOWN OF RENSSELAERVILLE

Municipality	Street #	Street Name	Property Type	Lot Area	Assessed Value
Town of Rensselaerville	2956	SR 145	270-MOBILE HOME	171-23-5	\$ 38,200.00
TOWN OF RENSSELAERVILLE	3048	SR 145	210-ONE FAMILY RESIDENCE	171-2-19	\$ 60,100.00
<b>TOTAL OF 2 PROPERTIES</b>					

STATE OF NEW YORK  
COUNTY COURT                      COUNTY OF ALBANY

ALBANY COUNTY

APR 23 2020

ATTORNEY'S OFFICE

In the Matter of the "In Rem" Delinquent Tax Lien Foreclosure Proceeding brought pursuant to Article Eleven, Title 3 of the Real Property Tax Law

by,

THE COUNTY OF ALBANY, NEW YORK, TAX DISTRICT,

against

Those Parcels of Real Property described in the LIST OF DELINQUENT TAXES filed on April 2, 2014 covering the TOWNS of BERNE, BETHLEHEM, COEYMANS, COLONIE, GREEN ISLAND, GUILDERLAND,, KNOX, NEW SCOTLAND, RENSSELAERVILLE and WESTERLO, Albany County

**ORDER  
VACATING, NULLIFYING  
AND CANCELLING OF  
RECORD *NUNC PRO TUNC*  
MULTIPLE PARCEL FINAL  
JUDGMENT OF FORECLOSURE  
BY DEFAULT, EXECUTION AND  
WRIT OF ASSISTANCE  
GRANTED IN THIS PROCEEDING  
ON MAY 20, 2018 ONLY IN SO  
FAR AS IT INCLUDED PARCEL  
No. BETHLEHEM 1579-14-54  
(56 Harrison Avenue, Town of  
Bethlehem)**

**Index No. 1579-14  
RJI No. CC-19-00002  
IAS Judge: Surrogate Stacy L. Pettit  
Acting Albany County Court Judge**

The County of Albany, New York Tax District ("Tax District") having by its attorney Albany County Attorney EUGENIA KOUTELIS CONDON (Gregory A. Rutnik, Esq., Assistant County Attorney, of counsel) duly moved this Court *ex parte* for the relief hereby granted and for such other, further and different relief as to the Court may seem just and proper,

NOW after reading and filing the affidavit of Assistant County Attorney Gregory A. Rutnik, Esq. sworn to on April 18, 2020 in support of the Tax District's said Motion satisfactorily establishing the mistake of the Tax District in having putatively unlawfully "fraudulently" obtained so much of the multiple parcel Final Judgment of Foreclosure by Default, Execution and Writ of Assistance of this Court in this proceeding dated May 20, 2019 and entered in the Albany County Clerk's Office on May 22, 2019 as granted said relief as to the abovesaid parcel ("Foreclosure Judgment") as putatively having been obtained by the

Tax District in violation of Section 548 of the U.S. Bankruptcy Code in order to effectuate the U.S. Bankruptcy Court Order approving the sale of the above said parcel and due deliberation having been had thereon, pursuant to this Court's inherent discretionary equitable power to at any time vacate its own Order or Judgment made in an action or proceeding for sufficient reason shown based upon the mistake of a party thereto, it is hereby

UPON said Motion of said attorney for the Tax District,

ORDERED that so much of said multiple parcel Foreclosure Judgment in this proceeding dated May 20, 2019 and entered in the Albany County Clerk's Office on May 22, 2019 as granted said relief as to the above said parcel is on the basis of said U.S. Bankruptcy Court Order is hereby vacated, declared null and void and cancelled of record *nunc pro tunc* on the ground that it was putatively mistakenly unlawfully obtained by the Tax District in violation of section 548 of the Bankruptcy Code, and further

ORDERED that, any other provision hereof notwithstanding, this Order shall not take effect and be entered unless and until the full amount of the delinquent taxes owing to the Tax District on the above said parcel at the time of entry of said Foreclosure Judgment the full amount of the delinquent taxes owing to the Tax District on the above said parcel at the time of entry of said Foreclosure Judgment totaling the sum of \$69,129.58 are paid in full in one lump sum at the closing of the sale of the above said parcel, and further

ORDERED that the Albany County Clerk shall and is hereby directed to make an appropriate notation of the entry of this Order upon both the original of said filed multiple parcel Foreclosure Judgment and the electronic Index entry with respect thereto located within the Albany County Clerk's Office.

Signed this 20<sup>th</sup> day of April, 2020, at Albany, New York.

ENTER

  
 HON. STACY L. PETTIT, SURROGATE  
 ACTING ALBANY COUNTY COURT JUDGE

**RESOLUTION NO. 231**

**AMENDING RESOLUTION NO. 398 FOR 2019 AND RESCINDING THE  
AUTHORIZATION TO CONVEY 56 HARRISON AVENUE (TAX MAP NO.  
86.13-4-41) IN THE TOWN OF BETHLEHEM**

Introduced: 7/13/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 398 for 2019, this Honorable Body authorized the conveyance of various parcels of real property to the Albany County Land Bank Corporation (the "Land Bank"), and

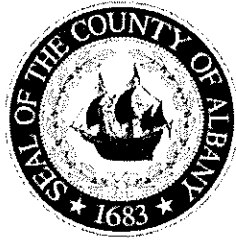
WHEREAS, The Commissioner requested that, due to a County Court Order vacating the "in rem" foreclosure against 56 Harrison Avenue (Tax Map No. 86.13-4-41) in the Town of Bethlehem, the authorization to convey said parcel to the Land Bank be rescinded, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 398 for 2019 is hereby amended by rescinding the authorization to convey real property located at 56 Harrison Avenue (Tax Map No. 86.13-4-41) in the Town of Bethlehem consistent with the aforementioned Court Order, and be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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 officials of the Albany County Land Bank and County Officials.

DANIEL P. MCCOY  
COUNTY EXECUTIVE



SHAWN A. THELEN  
COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT OF MANAGEMENT AND BUDGET  
112 STATE STREET, SUITE 1200  
ALBANY, NEW YORK 12207  
OFFICE: (518) 447-5525  
FAX: (518) 447-5589  
[www.albanycounty.com](http://www.albanycounty.com)

M. DAVID REILLY  
DEPUTY COMMISSIONER

May 26, 2020

Honorable Andrew Joyce  
Chair, Albany County Legislature  
112 State St., Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

Legislative approval is requested to rescind the authorization to transfer tax foreclosed property located in the Town of Westerlo, 158 State Route 143 to The Albany County Land Bank Corporation.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel





Legislation Text

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File #: TMP-1681, Version: 1

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**REQUEST FOR LEGISLATIVE ACTION**

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

Legislative action is requested to rescind the authorization to convey tax foreclosed property located in the Town of Westerlo to The Albany County Land Bank Corporation

Click or tap here to enter text.

Date:	May 26, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael Mc Laughlin

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment

- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

### **CONCERNING CONTRACT AUTHORIZATIONS**

#### **Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

#### **Contract Terms/Conditions:**

Party (Name/address):  
Click or tap here to enter text.

Additional Parties (Names/addresses):  
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.  
Scope of Services: Click or tap here to enter text.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

### **CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.  
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.  
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: Click or tap here to enter text.  
County: Click or tap here to enter text.  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.  
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes  No   
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)

Request for Legislative action to rescind the authorization to convey tax foreclosed property located in the Town of Westerlo, 158 State Route 143, Tax Map No. 140.-1-14.1 to the Albany County Land Bank Corporation pursuant to ABL Resolution No. 69 of 2020. The foreclosure judgment granted November 20, 2019 on this property was in error and the County will be vacating this judgment.

Per Assistant County Attorney Gregory Rutnik "It has been discovered that Parcel No. 2651-15-35 (158 State Route 143, Town of Westerlo owned by Booker McCollum) was erroneously included in both Exhibit "A" of the Final Judgment of Foreclosure entered by the County on November 25, 2019 in the Index No. 2615-15 TOWNS foreclosure proceeding as having been unredeemed and unanswered and in Resolution 2020-69 authorizing the transfer of said parcel to the Land Bank - when in fact said parcel had been answered and should have instead been included in Exhibit "B" of said Judgment of Foreclosure and therefore not included in Resolution 2020-69 for transfer to the Land Bank. Under the circumstances, action should immediately be taken to rescind Resolution 2020-69 in so far as it includes Parcel No. 2651-15-35 (158 State Route 143, Town of Westerlo owned by Booker McCollum) so that said parcel is not conveyed to the Land Bank."

**RESOLUTION NO. 69**

**AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY TO THE ALBANY COUNTY LAND BANK CORPORATION**

Introduced: 2/10/20

By Audit and Finance Committee and Mr. Ricard:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 37 parcels of real property in the Cities of Albany and Cohoes and the Towns of Berne, Bethlehem, Coeymans, Colonie, Green Island, Guilderland, New Scotland, Rensselaerville, and Westerlo, and

WHEREAS, The Albany County Land Bank Corporation (the "Land Bank") has expressed an interest in acquiring these 37 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interest of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, Pursuant to the Albany County Disposition Plan adopted per Resolution No. 29 for 2019, the Albany County Department of Management and Budget has forwarded spreadsheets detailing such parcels for conveyance to the Land Bank as annexed hereto, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the 37 parcels of real property located in the Cities of Albany and Cohoes and the Towns of Berne, Bethlehem, Coeymans, Colonie, Green Island, Guilderland, New Scotland, Rensselaerville, and Westerlo, as indicated on the spreadsheets annexed hereto, to the Land Bank, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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 – 2/10/20*

Municipality	Street No	Street Name	Parcel Desc	Assess No	Assess Value
CITY OF ALBANY	40	N SWAN ST	330-COMMERCIAL VACANT LAND	65.74-1-35	\$ 6,500.00
CITY OF ALBANY	38	N SWAN ST	330-COMMERCIAL VACANT LAND	65.74-1-34	\$ 7,300.00
CITY OF ALBANY	45	LIEBEL ST	220-TWO FAMILY RESIDENCE	76.71-3-36	\$ 95,000.00
CITY OF ALBANY	54	CLINTON AVE	311-VACANT LAND	76.26-1-11	\$ 2,100.00
CITY OF ALBANY	273	NORTHERN BLVD	220-TWO FAMILY RESIDENCE	65.57-2-70	\$ 92,000.00
CITY OF COHOES	13	MAPLE LN	210-ONE FAMILY RESIDENCE	10.13-1-37	\$ 76,600.00
TOWN OF BERNE	783	WOODSTOCK RD	582-CAMPING FACILITIES	103.10-2-37	\$ 13,900.00
TOWN OF BETHLEHEM		S ALBANY RD	311-RESIDENTIAL VACANT LAND	132.00-2-10	\$ 25,600.00
TOWN OF BETHLEHEM		BROOKHAVEN LN	311-RESIDENTIAL VACANT LAND	109.10-3-130	\$ 2,000.00
TOWN OF BETHLEHEM	237	WEMPLE RD	311-RESIDENTIAL VACANT LAND	109.06-1-23	\$ 97,100.00
TOWN OF BETHLEHEM	510	KENWOOD AVE	210-ONE FAMILY RESIDENCE	85.11-6-27	\$ 229,400.00
TOWN OF BETHLEHEM		MONROE AVE	311-RESIDENTIAL VACANT LAND	63.12-3-37	\$ 5,600.00
TOWN OF BETHLEHEM		MONROE AVE	311-RESIDENTIAL VACANT LAND	63.12-3-36	\$ 5,600.00
TOWN OF BETHLEHEM		MONROE AVE	311-RESIDENTIAL VACANT LAND	63.12-3-35	\$ 5,600.00
TOWN OF COEYMANS	959	SR 143	312-RESIDENTIAL LAND W/SML IMPRVMT	167-3-12.2	\$ 33,200.00
TOWN OF COEYMANS	957	SR 143	425-BAR	167-3-12.1	\$ 125,500.00
TOWN OF COEYMANS	268	STARR RD	210-ONE FAMILY RESIDENCE	155-1-57	\$ 98,600.00
TOWN OF COLONIE	5	SCHUYLER HILLS RD	210-ONE FAMILY RESIDENCE	43.4-4-3	\$ 220,000.00
TOWN OF COLONIE	1366	CENTRAL AVE	411-APARTMENTS	42.17-6-31	\$ 50,000.00
TOWN OF COLONIE	19	CANAL ST	311-RESIDENTIAL VACANT LAND	32.8-4-1	\$ 400.00
TOWN OF COLONIE	13	CONWAY CIR	210-ONE FAMILY RESIDENCE	32.3-4-27	\$ 267,000.00
TOWN OF COLONIE	972	WVLT SHAKER RD	311-RESIDENTIAL VACANT LAND	29.2-3-40	\$ 100.00
TOWN OF COLONIE	74	MILLER RD	311-RESIDENTIAL VACANT LAND	19.2-3-34.42	\$ 3,000.00
TOWN OF COLONIE	880	TROY SCHDY RD	311-RESIDENTIAL VACANT LAND	18.2-6-46	\$ 106,000.00
TOWN OF COLONIE	21	SUNFLOWER LN	311-RESIDENTIAL VACANT LAND	17.18-2-25	\$ 1,000.00
TOWN OF COLONIE	151	CONSAUL RD	210-ONE FAMILY RESIDENCE	17.4-5-9	\$ 96,300.00
TOWN OF COLONIE	66	FONDA RD	210-ONE FAMILY RESIDENCE	5.3-2-7	\$ 103,900.00
TOWN OF COLONIE	71	MORRIS ROAD	555 - Riding Stables	16.4-4-14	\$ 159,000.00
TOWN OF GREEN ISLAND	54	JAMES ST	220-TWO FAMILY RESIDENCE	20.76-4-13	\$ 72,900.00
TOWN OF GUILDERLAND		ALVINA BLVD	311-RESIDENTIAL VACANT LAND	51.08-6-2	\$ 9,000.00
TOWN OF NEW SCOTLAND	154	CLIPP RD	210-ONE FAMILY RESIDENCE	106-2-6	\$ 40,000.00
TOWN OF NEW SCOTLAND	12	WEST ST	311-RESIDENTIAL VACANT LAND	61.15-1-19	\$ 12,400.00
TOWN OF RENSSELAERVILLE		FISH RD	314-RURAL VACANT LAND	181-2-41	\$ 12,300.00
TOWN OF RENSSELAERVILLE		SR 145	322-RURAL VACANT LAND	171-1-10.10	\$ 22,500.00
TOWN OF RENSSELAERVILLE		SR 81	314-RURAL VACANT LAND	181-2-63	\$ 1,000.00
TOWN OF WESTERLO	158	ST RTE 143	210-ONE FAMILY RESIDENCE	140-1-14.1	\$ 1,050.00
TOWN OF WESTERLO	372	CTY RTE 412	210-ONE FAMILY RESIDENCE	128-2-19	\$ 1,600.00
			Albany-5		
			Cohoes-1		
			Berne-1		
			Bethlehem-7		
			Coeymans-3		
			Colonie-11		
			Green Island-1		
			Guilderland-1		
			New Scotland-2		
			Rensselaerville-3		
			Westerlo-2		
			TOTAL PROPERTIES-37		

RESOLUTION NO. 232

AMENDING RESOLUTION NO. 69 FOR 2020 AND RESCINDING THE AUTHORIZATION TO CONVEY 158 STATE ROUTE 143 (TAX MAP NO. 140.-1.14-1) IN THE TOWN OF WESTERLO

Introduced: 7/13/20  
By Audit and Finance Committee:

WHEREAS, By Resolution No. 69 for 2020, this Honorable Body authorized the conveyance of various parcels of real property to the Albany County Land Bank Corporation (the "Land Bank"), and

WHEREAS, The Commissioner of the Department of Management and Budget has indicated that an error exists in the spreadsheet provided, and has requested an amendment in order to accurately reflect the parcels to be transferred, and

WHEREAS, The Commissioner requested that, due to a County Court Order vacating the "in rem" foreclosure against 158 State Route 143 (Tax Map No. 140.-1.14-1) in the Town of Westerlo, the authorization to convey said parcel to the Land Bank be rescinded, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 69 for 2020 is hereby amended by rescinding the authorization to convey real property located at 158 State Route 143 (Tax Map No. 140.-1.14-1) in the Town of Westerlo consistent with the aforementioned Court Order, and be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances 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 officials of the Albany County Land Bank and County Officials.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
OFFICE OF THE EXECUTIVE  
112 STATE STREET, ROOM 1200  
ALBANY, NEW YORK 12207-2021  
(518) 447-7040 - FAX (518) 447-5589  
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.  
DEPUTY COUNTY EXECUTIVE

June 2, 2020

Honorable Andrew Joyce  
Chair, Albany County Legislature  
112 State St., Rm. 710  
Albany, NY 12207

Dear Chairman Joyce,

My office requests permission to enter into an agreement with Mohawk Hudson Land Conservancy (MHLC) to temporarily place art installations on the Voorheesville end of the Albany County Helderberg-Hudson Rail Trail. Through fundraising by its subcommittee, Art on the Rail Trail, MHLC has secured funding for no more than eight art installations they would like to temporarily donate to Albany County from the summer to fall seasons of 2020. These installations would be placed on County property at no cost to the county.

My office is available to provide further information if needed.

Sincerely,

Daniel P. McCoy  
Albany County Executive

cc:

Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgma, Minority Counsel



Legislation Text

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File #: TMP-1689, Version: 1

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**REQUEST FOR LEGISLATIVE ACTION**

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

Agreement with the Mohawk Hudson Land Conservancy for Art Installation on the Albany County Rail Trail

Date: 5/29/2020  
Submitted By: Lucas Rogers  
Department: Office of the County Executive  
Title: Senior Policy analyst  
Phone: 518-447-5566  
Department Rep.  
Attending Meeting: Lucas Rogers

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) [Click or tap here to enter text.](#)

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel



- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) License Agreement

**Contract Terms/Conditions:**

**Party (Name/address):**

Mohawk Hudson Land Conservancy  
425 Kenwood Ave, Delmar, NY 12054

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$0  
Scope of Services: Temporary Art Installation on Albany County Rail Trail

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) June 15<sup>th</sup>, 2020 - October 15<sup>th</sup>, 2020

Length of Contract: 4 months

Impact on Pending Litigation

Yes  No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

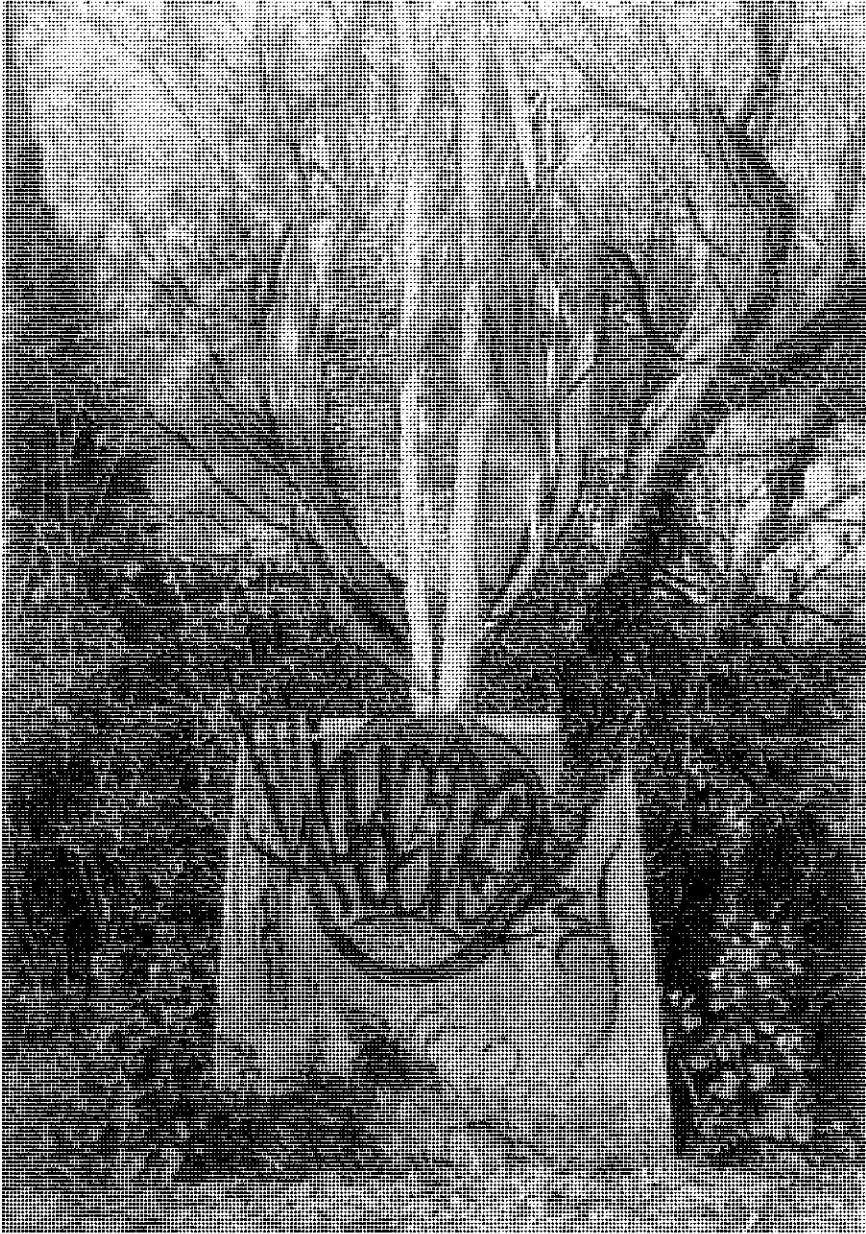
**Justification:** (state briefly why legislative action is requested)

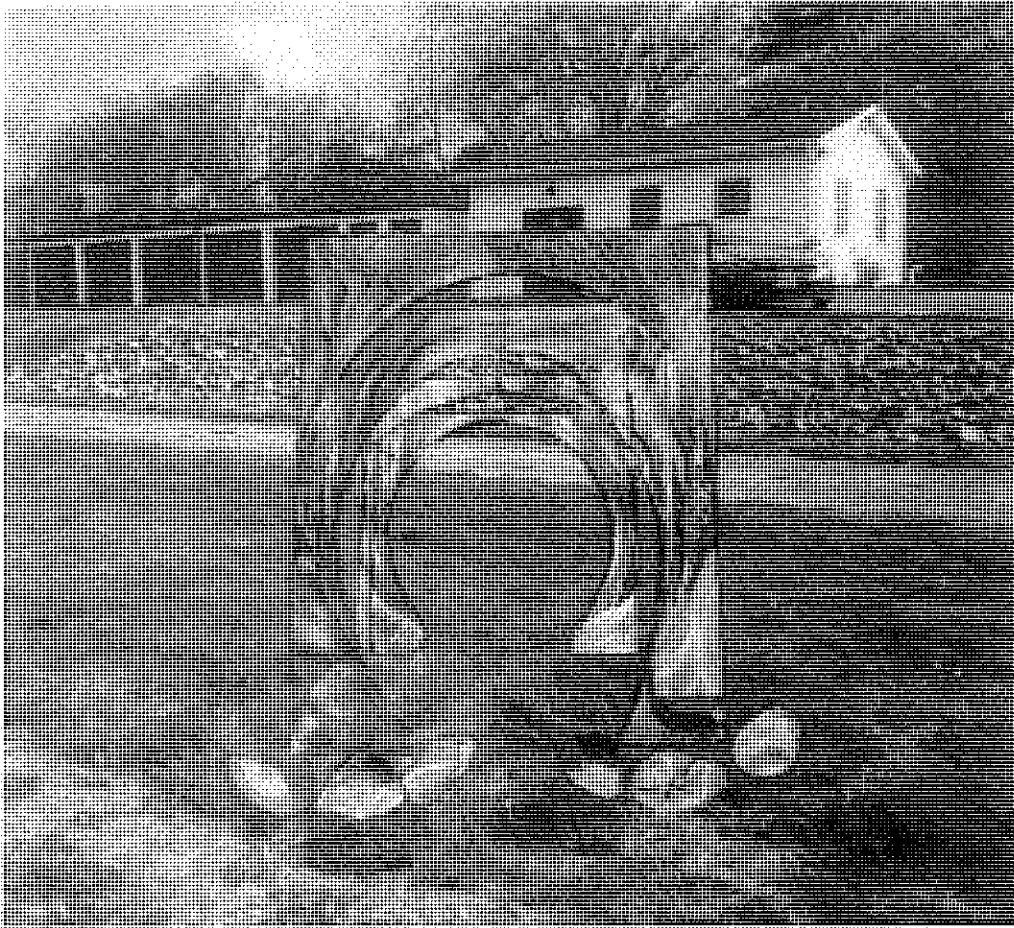
My office requests permission to enter into an agreement with Mohawk Hudson Land Conservancy (MHLC) to temporarily place art installations on the Voorheesville end of the Albany County Helderberg-Hudson Rail Trail. Through fundraising by its subcommittee, Art on the Rail Trail, MHLC has secured funding for no more than nine art installations they would like to temporarily donate to Albany County from the summer to fall seasons of 2020. These installations would be placed on County property at no cost to the county.

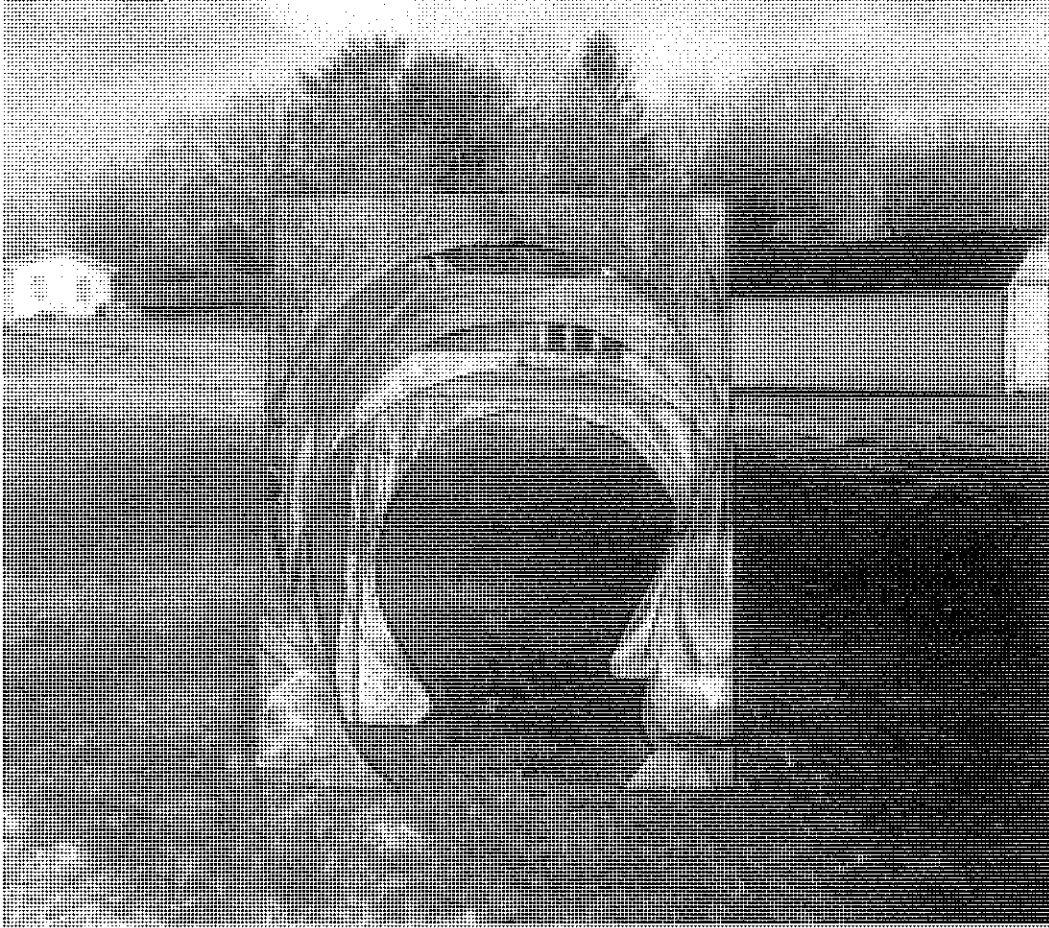


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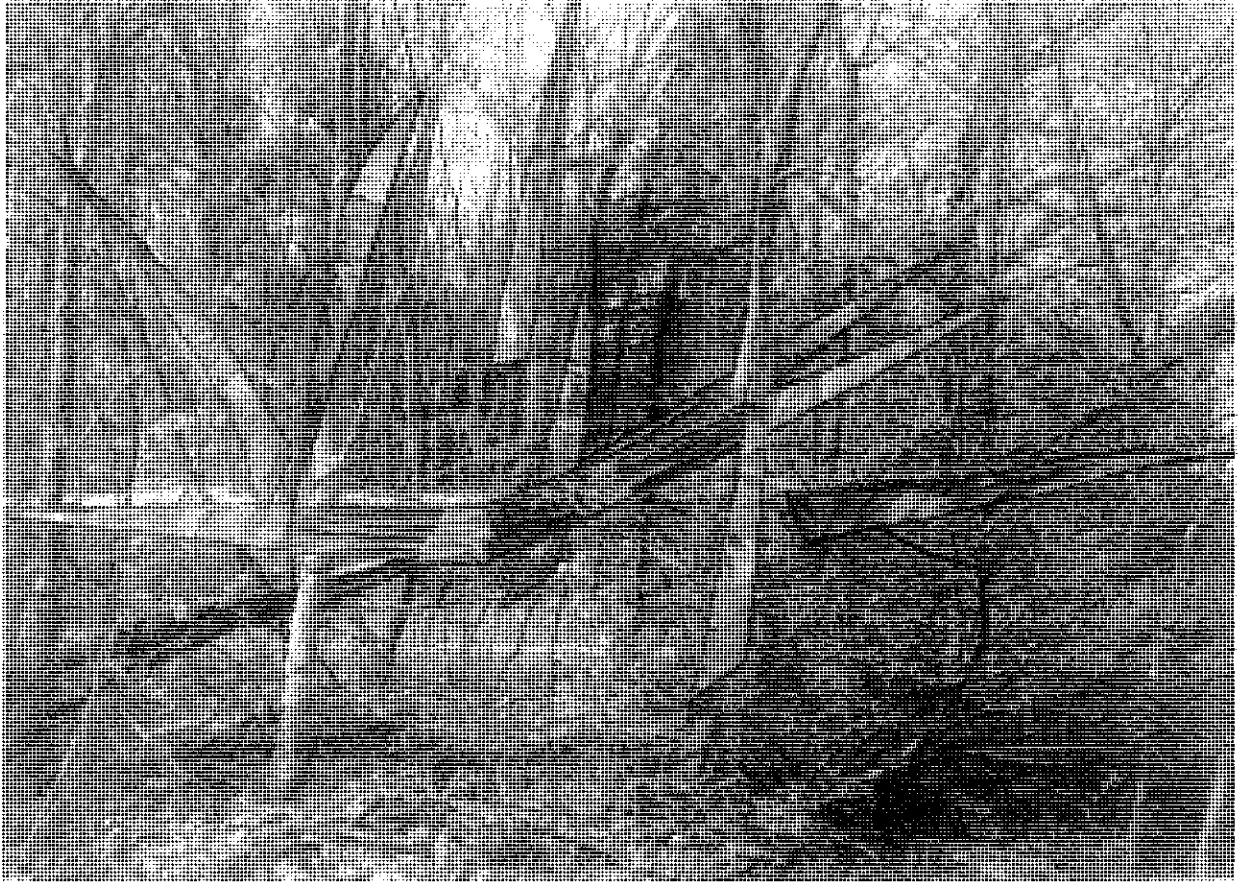


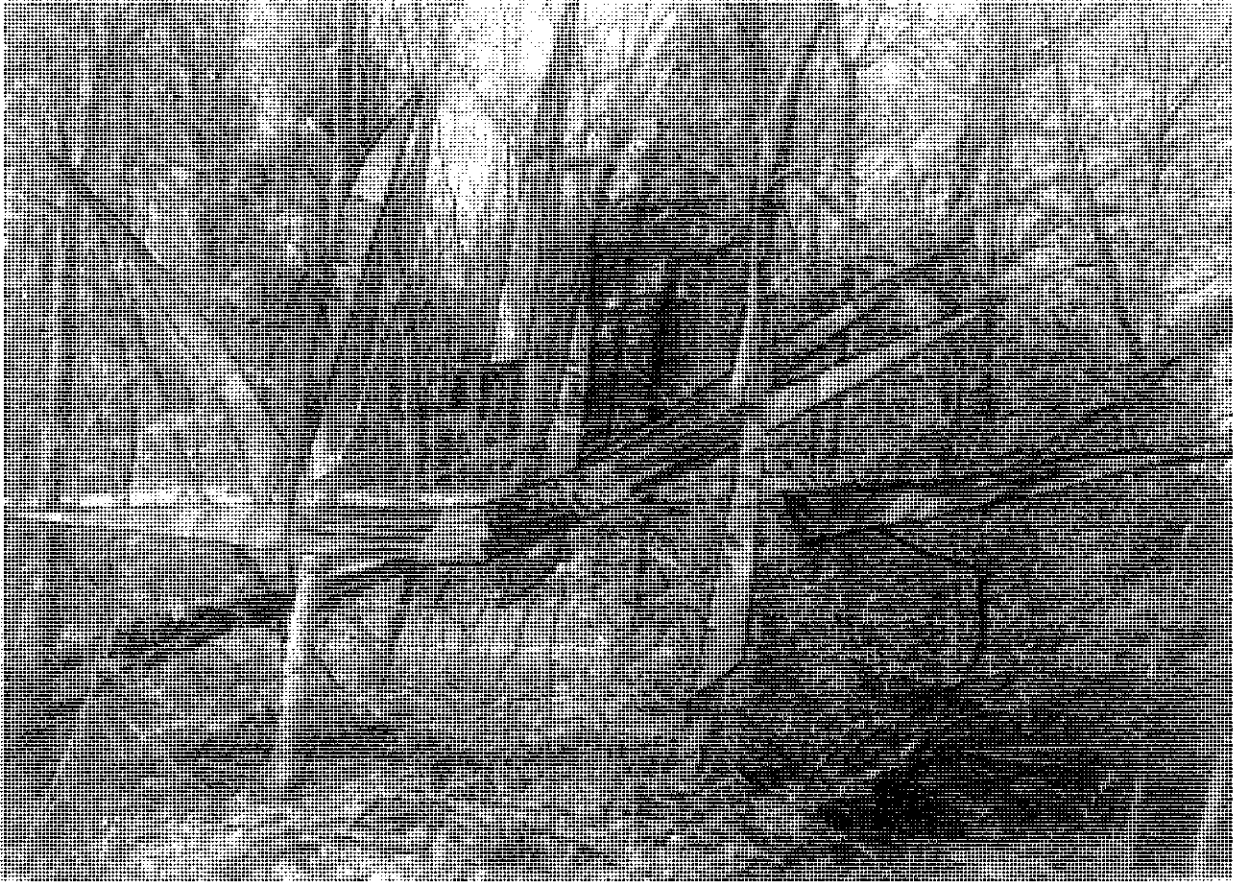


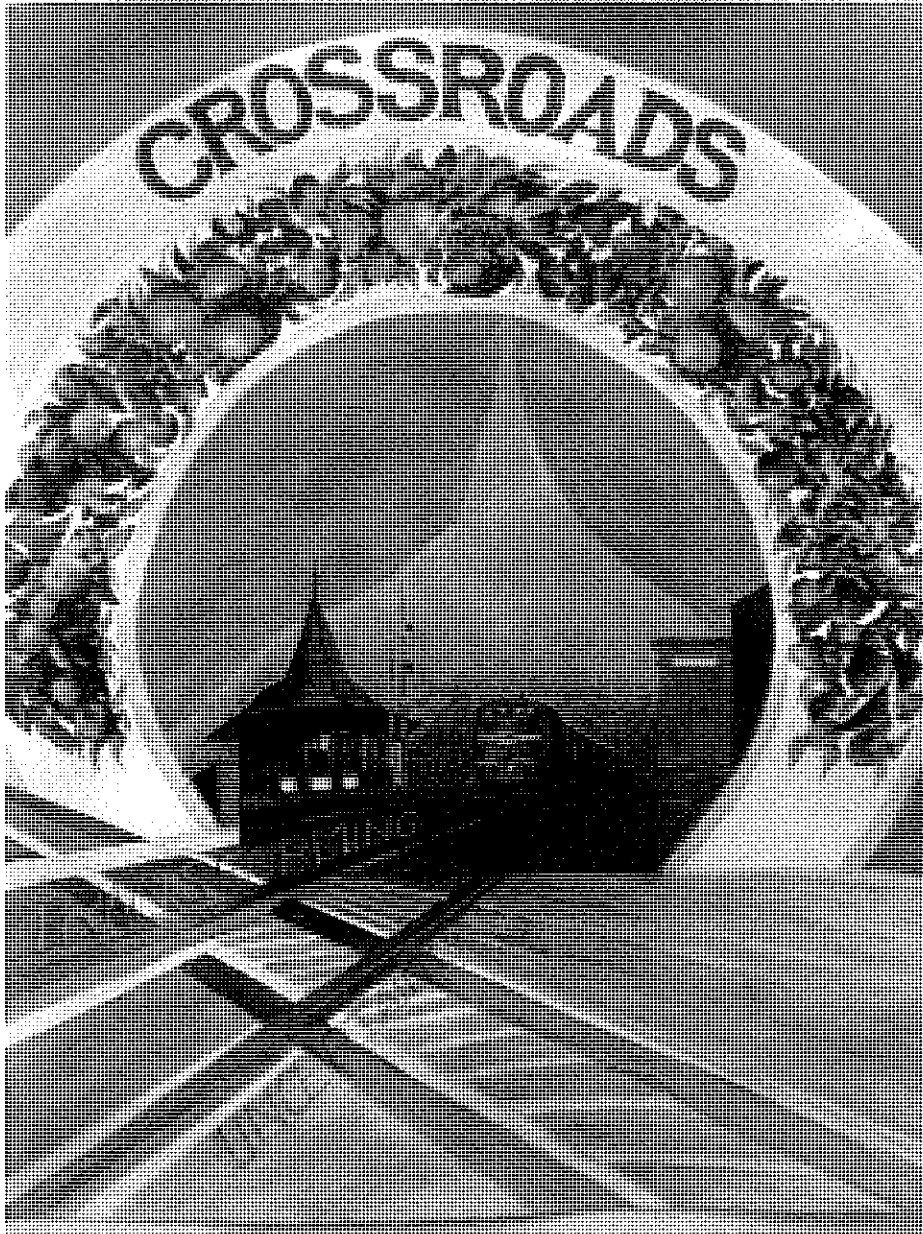












This rail trail conception will enliven the Voorheesville, quarter mile rail trail path, lending beauty, meaning and optimism during challenging times. As demonstrated by proposal and sketch images, and discussed during the site visit, I will create an illuminated journey, installing hand-painted art components at regular intervals. Some already created components will combine with newly fabricated ones, ie; for the trail introduction. New components will reference the idea of crossroads, as well as the importance of the train and apple industries in the community's history. They will also point to the positive transforming of uncertainty during pandemic times. The components will be installed in eight single, double and small tree groupings along the path. One freestanding installation may be created on a green area on the right side of the trail (facing Albany). A few extra spots may be adorned in some measure. Additional tree parts, branches and vines will be integrated where needed.

The art components will be largely abstract and nature oriented. Additionally, a few panels will include historical references and text. A few components will be circular mandalas. Others will be geometric or abstract, ie: scallop shapes. The illuminated components are painted on non-breakable lexan with special paints and a UV varnish, preserving them against the elements. They will be installed with aircraft cable as discussed. The illuminated paintings, well suited for the outdoors, are safe, uplifting, colorful and dynamic. Changing sunlight and wind, daily and seasonally, creates shifting reflections and kinetic effects.

Importantly, installation sites will be at regular intervals on both sides of the path. In truth, I work directly on site to design arrangements of components and set them in interesting groupings. The attached sketches were developed on photographic images of different tree configurations along the trail. They are intended as sketches only, to explore possibilities and offer impressions of what may be installed. The actual installations will look different than the sketches. Most of the tree groupings seen in the sketches will be developed. However, a spot used in a sketch may not ultimately be used. During my next visit, I will designate the chosen tree groupings with colored strips. If the work goes smoothly and I have enough components I may address additional spots in smaller ways.

## Sketch Images Notes

1. The entrance installation will be newly created with imagery that refers to Voorheesville history and the project title; *Crossroads: Transforming Uncertainty*. Dealing positively with pandemic challenges will be embedded as well.
2. One or two tree sections will be placed in the hollow center of the concrete structure to create an armature for the installation. If allowed the graffiti area can be painted to integrate with the lexan components.
- 3-4. These are sketches for a free-standing installations on a green area. It requires tree or cedar pieces to build an armature for 4 panels going back in space. Viewers can walk through the openings.
5. Panels, with images and text, will be layered in the tree. Some images will reflect Voorheesville and/or living with uncertainty.
6. *Cycles of Life* large mandala refers to phases of life; has some text.
7. Triangles reflect the fallen trees current configuration.

## Scheduling

Installation of the whole project is planned for the beginning of July. By the second week of June I'd like to install a few spots to work out aesthetic design and technical issues for the rest of the project. It would be good to schedule installation days (subject to change based on weather), estimating one day the second week and , followed by two days the third week and if needed, one or two days the fourth week. I can't be sure of the time needed until the work begins. Typically things take longer than planned for all kinds of reasons. Once the larger components are installed I will fine tune the various installations on my own. I may want to do additional work after the beginning of July. Since I have a long commute 5-6 hour sessions are preferable, though they can be longer if needed.

**ART Installation Plans**

3

Togut/

## Assistance and Materials

I am requesting installation help and materials as follows: #6 lists materials I will supply.

1. One man assisting with placement of components and aircraft cable connections will be needed for most of the installations in tree groupings.
  2. Two men are needed to install one 6' mandala and a few larger components. If I create a free standing installation on a green area one or two men will be needed for these.
  3. If I create a free-standing installation, cedar or other tree pieces will be needed, likely 6-10' long (actual measurements will be determined at the site). Perhaps a few trees lying on the ground can be used, but some pieces may need to come from another source in the community.
  4. Assorted tree limbs, branches and vines are also needed, hopefully harvested near the rail trail.
  5. Ladders will be needed, ie: 8' and 12' or higher. I have 2 lower ladders that I can transport unless these are also available in the community.
1. I will supply lexan, paints, mediums and varnishes, hand-painted simulated stained glass panels, aircraft cable, swages and swage tool, fishing line, etc.

**RESOLUTION NO. 233**

**AUTHORIZING AN AGREEMENT WITH MOHAWK HUDSON LAND CONSERVANCY FOR THE DONATION AND INSTALLATION OF ART ON THE ALBANY COUNTY RAIL TRAIL NEAR VOORHEESVILLE**

Introduced: 7/13/20

By Public Works Committee:

WHEREAS, The Albany County Executive has requested authorization to enter into an agreement with the Mohawk Hudson Land Conservancy for the donation and installation of art on the Albany County Rail Trail in the vicinity of Voorheesville at no cost to the County, and

WHEREAS, The County Executive indicated that through fundraising by its subcommittee, Art on the Rail Trail, the Mohawk Hudson Land Conservancy has secured funding for no more than nine art installations to be temporarily donated to the Albany County Rail Trail from the summer to fall seasons of 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Mohawk Hudson Land Conservancy for the donation and temporary installation of art on the Albany County Rail Trail in the vicinity of Voorheesville at no cost to the County, and be it further

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





DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF SOCIAL SERVICES  
162 WASHINGTON AVENUE  
ALBANY, NEW YORK 12210-2304  
(518) 447-7300  
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE  
COMMISSIONER

ERIN M. STACHEWICZ  
EXECUTIVE DEPUTY  
COMMISSIONER

VALERIE SACKS  
DEPUTY COMMISSIONER

June 2, 2019

Hon. Andrew Joyce, Chairman  
Legislative Clerk's Office  
112 State St., Room 710  
Albany, NY 12207

Dear Chairman Joyce,

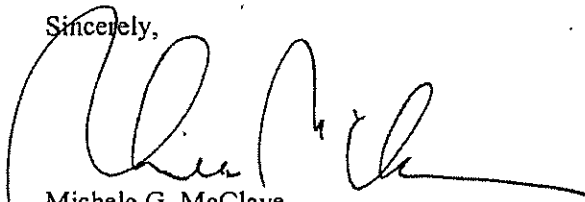
The Department of Social Services respectfully requests legislative approval for the following:

Authorization is requested to renew an agreement with Hope House for OASAS-licensed residential services to women with minor children. The facility is a sole source provider in Albany County and fills a critical gap in the continuum of services available to women in Albany County who are experiencing drug/alcohol issues. Without this facility, women with minor children in need of residential treatment services are forced to temporarily discontinue care of their children or enter a program in another area of the state.

Access to this facility allows women to secure appropriate treatment services without disrupting their parenting roles with their children, and in many cases avoiding foster care placement. In addition, some children who are in the custody of the Department for Children, Youth & Families, as the result of a child abuse/neglect proceeding, may be able to be returned to their mothers at an earlier date than would otherwise be possible.

The facility has at any given "point in time" capacity for 21 adults and 12 children, with occupancy to average 24 individuals. The continuum of services provided by the facility includes, but is not limited to, room and board, routine medical services, parenting education and modeling, coordination with alcohol/substance abuse treatment and other services, assessment of special needs, appropriate recreational opportunities for children and families and other related services.

Sincerely,



Michele G. McClave  
Commissioner

cc: Dennis Feeny, Majority Leader  
Frank Mauriello Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Minority Counsel



Legislation Text

File #: TMP-1673, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for Social Services (Hope House)

Date: 5/20/2020  
Submitted By: Joseph J DeAngelis  
Department: Social Services  
Title: Contract Administrator  
Phone: 518-447-7583  
Department Rep.  
Attending Meeting: Michele G. McClave

**Purpose of Request:**

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.  
Source of Funds: Click or tap here to enter text.  
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

**Contract Terms/Conditions:**

**Party (Name/address):**

Hope House, Inc.  
573 Livingston Ave.  
Albany, NY 12206

**Additional Parties (Names/addresses):**

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$240,000  
Scope of Services: Residential services provided to women experiencing alcohol/substance abuse and their minor children (ages newborn to 9 years), through an Office of Alcoholism and Substance Abuse Services (OASAS)-licensed Community Residence. Single women, pregnant women, and women with children will be eligible for admission.

Bond Res. No.: Click or tap here to enter text.  
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**

Mandated Program/Service: Yes  No   
If Mandated Cite Authority: 18 NYCRR 352.8

Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: AA6109 04609, AA6140 03640, AA6142 03642  
Revenue Amount: \$12,000.00, \$62,640.00, \$6,000.00

Appropriation Account and Line: AA6109 44046, AA6140 44046, AA6142 44046  
Appropriation Amount: \$12,000.00, \$216,000.00, \$12,000.00

Source of Funding - (Percentages)

Federal: 5  
State: 29%  
County: 66%  
Local: 0

Term

Term: (Start and end date) 10/1/2020 - 9/30/2021  
Length of Contract: 12 Months

Impact on Pending Litigation

If yes, explain: Yes  No   
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 263  
Date of Adoption: 4/8/2019

**Justification:** (state briefly why legislative action is requested)

Authorization is requested to renew an agreement with Hope House for OASAS-licensed residential services to women with minor children. The facility is a sole source provider in Albany County and fills a critical gap in the continuum of services available to women in Albany County who are experiencing drug/alcohol issues. Without this facility, women with minor children in need of residential treatment services are forced to temporarily discontinue care of their children or enter a program in another area of the state. Access to this facility allows women to secure appropriate treatment services without disrupting their parenting roles with their children, and in many cases avoiding foster care placement. In addition, some children who are in the custody of the Department for Children, Youth & Families, as the result of a child abuse/neglect proceeding, may be able to be returned to their mothers at an earlier date than would otherwise be possible.

The facility has at any given "point in time" capacity for 21 adults and 12 children, with occupancy to average 24 individuals. The continuum of services provided by the facility includes, but is not limited to, room and board, routine medical services, parenting education and modeling, coordination with alcohol/substance abuse treatment and other services, assessment of special needs, appropriate recreational opportunities for children and families and other related services.

The County agrees to pay and the Provider agrees to accept as payment for eligible adult residents at the State-established Congregate Care Level II rate (\$1,014/month plus \$174 personal needs allowance). These rates are

established by NYS. Authority is requested to pay the State-established per Diem rate as reflected herein, or as subsequently promulgated by NYS. In addition, the Provider agrees to accept a per diem rate of \$36.16, per eligible child. From May 2019 to April 2020 Hope House has served 32 women.

**AGREEMENT  
BY AND BETWEEN  
THE COUNTY OF ALBANY  
AND  
HOPE HOUSE, INC.**

**PURSUANT TO RESOLUTION NO. 263, ADOPTED 7/8/2019**

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Hope House, Inc. (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 573 Livingston Ave, Albany, New York 12206 and with an office at 573 Livingston Avenue, Albany NY 12206.

**WITNESSETH:**

**WHEREAS**, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law of the State of New York, and

**WHEREAS**, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

**WHEREAS**, the County has accepted the Provider's offer to deliver the necessary services to meet the needs of the County and to meet the needs of the aforementioned individuals residing in Albany County.

**NOW, THEREFORE**, the parties hereto do mutually covenant and agree as follows:

**ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER**

The Provider shall provide residential services targeting temporary assistance eligible women with alcohol and/or substance abuse problems, as herein set forth and as more particularly described in Exhibit I of this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

Services to be provided under this Agreement shall be defined as the provision of residential services to women experiencing alcohol/substance abuse, and their minor children, through an OASAS-certified Community Residence.

Single women, pregnant women, and women with children, ages 9 and under, will be eligible for admission. The continuum of services to be provided by the facility will include but not be limited to room and board, routine medical services and parenting education and modeling.

The facility will coordinate the provision of alcohol/substance abuse treatment, mental health treatment and other services to include, child day care, assessment of special needs, appropriate recreational opportunities for children and families, and other related services, as detailed under Exhibit 1.

The Provider will provide the agreed community residential services as described in ARTICLE II. SCOPE OF SERVICES.

### **ARTICLE III. GENERAL PROVISIONS**

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2. Both parties in writing must mutually agree to any requests by either party to the Agreement for modifications to the provision of these schedules and exhibits before the additional or modified provisions shall commence.

The Provider shall complete the Service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s), which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

### **ARTICLE IV. ASSIGNMENTS**

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

### **ARTICLE V. CONFIDENTIALITY**

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and

obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

#### **ARTICLE VI. INFORMATION ACCESS**

The Provider agrees to 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, upon request. The Provider agrees to 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, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County reserves the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

#### **ARTICLE VII. COOPERATION**

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

#### **ARTICLE VIII. GRIEVANCES AND FAIR HEARINGS**

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the emergency shelter program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants and recipients of care and services of their right to a fair hearing, where applicable, to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

As part of this Agreement, the Provider, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

#### **ARTICLE IX. ACCOUNTING RECORDS**

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.



If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

#### **ARTICLE X. FEES**

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept as payment for eligible adult residents the State-established Congregate Care Level II Rate, plus a \$171 personal needs allowance and the Provider agrees to accept a per diem rate of \$36.16, per eligible child. This will be considered as full compensation for the services described under this Agreement.

#### **ARTICLE XI. RELATIONSHIP**

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

#### **ARTICLE XII. SCHEDULE**

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

#### **ARTICLE XIII. INDEMNIFICATION**

The Provider 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 Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

#### **ARTICLE XIV. INSURANCE**

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

#### **ARTICLE XV. 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 either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made 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 XVI. NON-DISCRIMINATION**

In accordance with 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 Subscriber 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 person 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 Agreement.

#### **ARTICLE XVII. GOVERNING LAWS**

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

#### **ARTICLE XVIII. TERMINATION OF AGREEMENT**

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if

delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County’s knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County’s decision at its sole discretion, to immediately terminate this Agreement.

**ARTICLE XIX. TERM OF AGREEMENT**

The term of this Agreement shall commence on October 1, 2019 and will continue in effect through September 30, 2020. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

**ARTICLE XIX. FEDERAL LOBBYING**

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or 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. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

**ARTICLE XXI. SUSPENSION AND DEBARMENT**

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;

- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

#### **ARTICLE XXII. REMEDY FOR BREACH**

In the event of a breach by Provider, Provider 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 contract work, together with the County's own costs incurred in procuring a substitute contractor.

#### **ARTICLE XXIII. PRIVACY OF PERSONAL HEALTH INFORMATION**

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

#### **ARTICLE XXIV. MACBRIDE PRINCIPLES**

Contractor hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider 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 their 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 Provider in default and/or seeking debarment or suspension of the Provider.

#### **ARTICLE XXV. LICENSES**

The provider 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.

#### **ARTICLE XXVI. INVALID PROVISIONS**

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

## **ARTICLE XXVII. CHANGE IN LEGAL STATUS OR DISSOLUTION**

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.

## **ARTICLE XXIX. IRANIAN ENERGY SECTOR DIVESTMENT**

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 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 (45) 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 XXX. NOTICE**

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, at the addresses for and the representatives of the parties shown below:

Name: Valerie Sacks; Dept.: Social Services; 162 Washington Ave. Albany, NY 12210

## **ARTICLE XXXI. MODIFICATION**

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

## **ARTICLE XXXII. ADDITIONAL ASSURANCES**

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

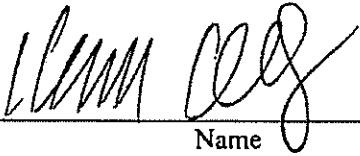
DATE: 8/14/19

BY: 

Daniel P. McCoy  
County Executive  
or  
Philip F. Calderone  
Deputy County Executive

HOPE HOUSE, INC.

DATE: 7/29/2019

BY:   
Name

Executive Director  
Title

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

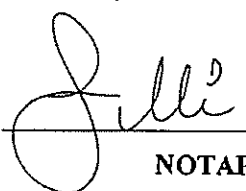
On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same 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 14 day of August, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, 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.

MICHAEL A. LALLI  
NOTARY PUBLIC - STATE OF NEW YORK  
No. 01LA6322012  
Qualified in Albany County  
My Commission Expires March 30, 2023

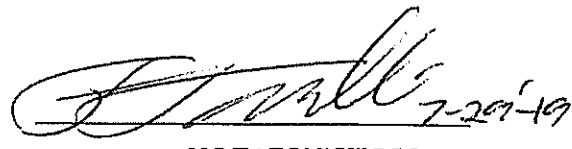


NOTARY PUBLIC

STATE OF New York )  
COUNTY OF Albany ) SS.: 573 Livingston Ave.

On the 29 day of July, 2019, before me, the undersigned, personally appeared Kevin M. Connolly 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 ~~she~~ he executed the same in ~~her~~ his capacity, and that by ~~her~~ his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

FRANK TORNCHELLO  
NOTARY PUBLIC STATE OF NEW YORK  
SCHENECTADY COUNTY  
LIC. #01TO6032018  
COMM. EXP. 12-12-21



NOTARY PUBLIC

**SCHEDULE A**  
**INSURANCE COVERAGE**

The kinds and amounts of insurance to be provided are as follows:

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 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 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 automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<b><u>Liability for:</u></b>	<b><u>Combined Single Limit:</u></b>
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Personal Injury	\$1,000,000.

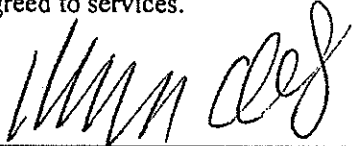


SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Kevin M. Connally, do hereby affirm that during the term of Albany County's contract with Hope House, Inc., for the provision of 2019-2020, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 7/29/2019

By:  Kevin M. Connally  
Signature

Executive Director  
Title

**SCHEDULE C**  
**CERTIFICATION REGARDING**  
**DRUG FREE WORKPLACE REQUIREMENTS**  
**GRANTEES OTHER THAN INDIVIDUALS**

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L.100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The grantee's policy of maintaining a drug-free workplace
  - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
  - 1. Abide by the terms of the statement; and
  - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
  - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
  - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Hope House, Inc.  
 Organization  
Kevin M. Connelly  
 Authorized Signature  
Executive Director  
 Title  
7/29/2019  
 Date

### SCHEDULE D

#### Certification Regarding 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 or 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 undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 failure.

Hope House, Inc  
 Organization

Kevin M. Connolly  
 Authorized Signature

Executive Director  
 Title

7/29/2019  
 Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

## EXHIBIT 1

### Service Provision Responsibility

Under this Agreement, the Provider will provide residential care for eligible individuals and families under this Agreement, as follows:

I. Service Definition - Residential care will be provided to women, pregnant women and women with children, age nine and younger, through an OASAS-certified Specialized Community Residence for Women, Pregnant Women and Women with Children.

II. Eligible Persons - Eligibility for admission shall be consistent with NYS regulations for the operation and certification of community residences. Persons admitted must demonstrate eligibility for temporary assistance through Albany County in order for the Department to provide reimbursement under the terms of this Agreement.

III. Service Provision - The Provider will maintain and operate the facility in a manner that assures compliance with all applicable statutes, regulations, codes and ordinances. The Provider certifies that it is a NYS OASAS-certified Community Residence, and will maintain full compliance with all related laws and regulations. In the event that the Provider should fail to maintain NYS OASAS certification as a Community Residence, this Agreement shall terminate immediately according to the termination provisions of this Agreement. It will be the Provider's responsibility to immediately notify the Department of any such change in its certification status.

In addition to services provided under OASAS regulations to the adult residents, the Provider agrees to provide room, board and related services to minor children in residence at the facility, consistent with the attached program and budget proposal.

IV. Bed Capacity - The Provider shall not admit or retain a number of persons in excess of 21 adults and their children. If a change in capacity is approved by NYS OASAS, the Provider agrees to notify the Department of such, in writing, within 30 days.

V. Location of Services - The Provider will provide the agreed services only at the following location:

890 Madison Avenue  
Albany, NY 12208

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior written approval has been secured, and attached as an amendment to this Agreement.

VI. Other - The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to temporary assistance-eligible residents of OASAS-certified Community Residences.

## EXHIBIT 2

### Reimbursement and Reporting

I. Billing and Reimbursement - The Department will reimburse the Provider for expenses incurred according to the following.

#### A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate temporary assistance programs.
2. Eligibility determinations, reimbursements, and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided from the date that initial eligibility is established. However, in the instance that admission occurs on an emergency basis during Department non-working hours, or after 3 p.m. on a working day, the Department will provide reimbursement retroactive to the date of admission, provided that eligibility is established on the next working day.
4. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under temporary assistance regulations, and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
5. The Department will indicate the results of its initial eligibility determination on a designated form, and will provide same to the resident. This form will include an indication of acceptance or denial, as well as the per diem rate to be paid. In the instance that a resident has an alternate source(s) of income, yet is still entitled to partial assistance, the Department will provide reimbursement to the Provider in the appropriate pro-rated amount. The Provider will be fully responsible for collection of any remaining amount directly from the resident.
6. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview, the Department will assume payment responsibility up to the date ineligibility is established.
7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay, provided that the individual has made application to the Department and meets all eligibility requirements.

### B. Reimbursement

1. The Provider will bill the Department for each resident determined eligible for reimbursement by the Department, and will send such to the designated temporary assistance contact person. The bill will include the name of each resident, social security or TA case numbers, and the actual dates of shelter stay charged. A copy of the Department's authorization(s) for the billed dates should also be attached. Each bill must be signed by the Provider, with such signature being considered to attest to the validity of the claim.
2. Following receipt of the bill, the Department will generate a voucher to the Provider, to be reviewed for accuracy, signed and returned to the Department's Accounting Division. Payment will be generated upon receipt of the signed voucher.

### II. Fiscal Reporting

1. As a condition of the execution of this Agreement, the Provider must submit to the Department a proposed facility budget for the contract year, specifying projections of all income and expenditures, as well as a report of actual income and expenditures for the previous contract year.
2. The Provider agrees to provide the Department with a copy of its annual fiscal audit.
3. All budgetary information and reports required under this section shall be submitted to the designated Department contact person.

## APPENDIX A

### OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

#### A. DEFINITIONS

1. "Business Associate" – under the terms of this Agreement, the term "Business Associate" shall mean Hope House, Inc.
2. "Covered Entity" – for purposes of this Agreement, the term "Covered Entity" shall mean the County and/or the Department.
3. "Individual" – under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. "Privacy Rule" – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. "Protected Health Information" - shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. "Required by Law" – shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
7. "Secretary" – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. "Subcontractor" – shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.

#### B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any

- harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
  5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
  6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
  7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
  8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
  9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
  10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
  11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

### **C. PERMITTED USES AND DISCLOSURE**

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures



of the Covered Entity, as well as the applicable provisions of the New York State Social Service and Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

**D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS**

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

**E. PERMISSIBLE REQUESTS BY COVERED ENTITY**

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

#### F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be October 1, 2019 – September 30, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
  - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
  - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
  - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

#### G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

#### H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.



HOPEHOU-01

NSHANNON

308

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Bryant Asset Protection, Inc. 1280 New Scotland Road Slingerlands, NY 12159	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (518) 439-1141      FAX (A/C, No): (518) 475-0030	
	<b>E-MAIL ADDRESS:</b> Info@bryantasset.com	
<b>INSURED</b> Hope House Inc Dawn Pascquarell 573 Livingston Avenue Albany, NY 12206	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
	<b>INSURER A:</b> Capitol Specialty Insurance Co	
	<b>INSURER B:</b> Progressive Casualty Insurance Company      10243	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		HS02833037-02	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			06312888-1	11/15/2018	11/15/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			HS02833037-02	11/15/2018	11/15/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
County of Albany Department of Social Services is named as the Additional Insured as per written contract or agreement.

<b>CERTIFICATE HOLDER</b> County of Albany Department of Social Services 162 Washington Ave. Albany, NY 12210-2304	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLiet AVENUE ALBANY, NEW YORK 12206-1649

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 146050436  
HOPE HOUSE INC  
573 LIVINGSTON AVE  
ALBANY NY 12206



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> HOPE HOUSE INC 573 LIVINGSTON AVE ALBANY NY 12206		<b>CERTIFICATE HOLDER</b> ALBANY CO DEPT OF SOCIAL SRVCS 162 WASHINGTON AVE., 3RD FLOOR ALBANY NY 12210	
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<b>POLICY NUMBER</b> A1323 821-7	<b>CERTIFICATE NUMBER</b> 163677	<b>POLICY PERIOD</b> 05/15/2019 TO 05/15/2020	<b>DATE</b> 8/8/2019
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1323 821-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 814329349

**RESOLUTION NO. 234**

**AUTHORIZING AN AGREEMENT WITH HOPE HOUSE, INC. REGARDING RESIDENTIAL TREATMENT SERVICES FOR WOMEN WITH CHILDREN**

Introduced: 7/13/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services has recommended that the County renew an agreement with Hope House, Inc. to provide residential treatment services for women experiencing alcohol/substance abuse and their minor children ages newborn through nine, and

WHEREAS, The Commissioner indicated that the facility which has a capacity of 21 adults and up to 12 children (with occupancy expected to average 24 individuals) will fill a critical gap in the continuum of services available to women in Albany County and will allow women to secure appropriate treatment services without disrupting their parenting roles with their children, and

WHEREAS, The services to be provided by the facility will include room and board, medical services, coordination with alcohol/substance abuse treatment, child care, parenting education and modeling, assessment of special needs, appropriate recreational opportunities for children and families and other related services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Hope House, Inc., Albany, NY 12206 regarding the provision of residential treatment services for women with minor children at New York State-established rates, currently set at \$1,014 per month for adults, plus a \$174 personal needs allowance and \$36.16 per eligible child not to exceed \$240,000, for the term commencing October 1, 2020 and ending September 30, 2021 and, be it further

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