

# County of Albany

112 State Street  
Albany, NY 12207



## Meeting Agenda

Monday, August 10, 2020

7:00 PM

Held Remotely

**County Legislature**

**LOCAL LAW NO. "E" FOR 2020**

**A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, IMPOSING AN ADDITIONAL ONE PERCENT RATE OF TAX ON SALES AND USES OF TANGIBLE PERSONAL PROPERTY AND OF CERTAIN SERVICES, AND ON OCCUPANCY OF HOTEL ROOMS AND AMUSEMENT CHARGES, PURSUANT TO ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK**

Introduced: 7/13/20

By Mr. A. Joyce:

BE IT ENACTED by the County Legislature of the County of Albany, as follows:

SECTION 1. The first sentence of Section 2 of Local Law No. 3 for 1967, entitled "A Local Law of the County of Albany in relation to the imposition of a County Sales and Use Tax", as amended, is amended to read as follows:

"SECTION 2. Imposition of sales tax. On and after March 1, 1970, there is hereby imposed and there shall be paid a tax of three percent upon, and for the period commencing September 1, 1992, and ending November 30, 2023, there is hereby imposed and there shall be paid an additional tax at the rate of one percent upon."

SECTION 2. Section 2-B of such Local Law No. 3 for 1967, as amended, is amended to read as follows:

"SECTION 2-B. Exemption of certain energy sources and related services from additional one percent rate of tax.

Notwithstanding any inconsistent provision of this Local Law, receipts from the sale of property and services described in Section 2-A of this Local Law and consideration given or contracted to be given for such property and services shall be exempt from the additional one percent rate of sales and compensating use taxes imposed by Sections 2 and 4, respectively, of this Local Law for the period commencing September 1, 1992, and ending November 30, 2023."

SECTION 3. Subdivision (g) of Section 3 of such Local Law No. 3 for 1967, as amended, is amended to read as follows:

"(g) With respect to the additional tax of one percent imposed for the period commencing September 1, 1992, and ending November 30, 2023, the provisions of subdivisions (a), (b), (c), (d) and (e) of this Section apply,

except that for the purposes of this subdivision, all references in said subdivisions (a), (b), (c) and (d) to an effective date shall be read as referring to September 1, 1992, all references in said subdivision (a) to the date four months prior to the effective date shall be read as referring to May 1, 1992, and the reference in subdivision (b) to the date immediately preceding the effective date shall be read as referring to August 31, 1992. Nothing herein shall be deemed to exempt from tax at the rate in effect prior to September 1, 1992, any transaction which may not be subject to the additional tax imposed effective on that date.”

SECTION 4. Section 4 of such Local Law No. 3 for 1967, as amended, is amended to read as follows:

“SECTION 4. Imposition of compensating use tax.

(a) Except to the extent that property or services have already been or will be subject to the sales tax under this enactment, there is hereby imposed on every person a use tax for the use within this taxing jurisdiction on and after September 1, 1992, except as otherwise exempted under this enactment, (A) of any tangible personal property purchased at retail, (B) of any tangible personal property (other than computer software used by the author or other creator) manufactured, processed or assembled by the user, (i) if items of the same kind of tangible personal property are offered for sale by him in the regular course of business or (ii) if items are used as such or incorporated into a structure, building or real property, by a contractor, subcontractor or repairman in erecting structures or buildings, or building on, or otherwise adding to, altering, improving, maintaining, servicing or repairing real property, property or land, as the terms real property, property or land are defined in the real property tax law, if items of the same kind are not offered for sale as such by such contractors, subcontractor or repairman or other user in the regular course of business, (C) of any of the services described in paragraphs (1), (7) and (8) of subdivision (c) of Section Two, (D) of any tangible personal property, however acquired, where not acquired for purposes of resale, upon which any of the services described under paragraphs (2), (3) and (7) of subdivision (c) of Section Two have been performed, (E) of any telephone answering service described in subdivision (b) of Section Two and (F) of any computer software written or otherwise created by the user if the user offers software of a similar kind for sale as such or as a component part of other property in the regular course of business.

(b) For purposes of clause (A) of subdivision (a) of this Section, for the period commencing September 1, 1992, and ending November 30,

2023, the tax shall be at the rate of four percent, and on and after December 1, 2023, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for such property, or for the use of such property, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of Section One, but excluding any credit for tangible personal property accepted in part payment and intended for resale.

(c) For purposes of subclause (i) of clause (B) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2023, the tax shall be at the rate of four percent, and on and after December 1, 2023, the tax shall be at the rate of three percent, of the price at which items of the same kind of tangible personal property are offered for sale by the user, and the mere storage, keeping, retention or withdrawal from storage of tangible personal property by the person who manufactured, processed or assembled such property shall not be deemed a taxable use by him.

(d) For purposes of subclause (ii) of clause (B) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2023, the tax shall be at the rate of four percent, and on and after December 1, 2023, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the tangible personal property manufactured, processed or assembled into the tangible personal property the use of which is subject to tax, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of Section One.

(e) Notwithstanding the foregoing provision of this section, for purposes of clause (B) of subdivision (a) of this section, there shall be no tax on any portion of such price which represents the value added by the user to tangible personal property which he fabricates and installs to the specifications of an addition or capital improvement to real property, property or land, as the terms real property, property or land are defined in the real property tax law, over and above the prevailing normal purchase price prior to such fabrication of such tangible personal property which a manufacturer, producer or assembler would charge an unrelated contractor who similarly fabricated and installed such tangible personal property to the specifications of an addition or capital improvement to such real property, property or land.

(f) For purposes of clauses (C), (D) and (E) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2023, the tax shall be at the rate of four percent, and on

and after December 1, 2023, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the service, including the consideration for any tangible personal property transferred in conjunction with the performance of the service and also including any charges for shipping and delivery of the property so transferred and of the tangible personal property upon which the service was performed as such charges are described in paragraph three of subdivision (b) of Section One.

(g) For purposes of clause (F) of subdivision (a) of this Section, for the period commencing September 1, 1992, and ending November 30, 2023, the tax shall be at the rate of four percent, and on and after December 1, 2023, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the tangible personal property which constitutes the blank medium, such as disks or tapes, used in conjunction with the software, or for the use of such property, and the mere storage, keeping, retention or withdrawal from storage of computer software described in such clause (F) by its author or other creator shall not be deemed a taxable use by such person.”

SECTION 5. Paragraph (B) of subdivision (1) of Section 11 of such Local Law No. 3 for 1967, as amended, is amended to read as follows:

(B) With respect to the additional tax of one percent imposed for the period beginning September 1, 1992, and ending November 30, 2023, in respect to the use of property used by the purchaser in this County prior to September 1, 1992.”

SECTION 6. A new subdivision (q) of section 14 of such Local Law No. 3 for 1967, as amended, is added to read as follows:

“(q) Notwithstanding any inconsistent provision of law, the County shall allocate and distribute quarterly to the cities and the area in the County outside the cities the same proportion of net collections attributable to the additional one percent rate of taxes imposed by sections two and four of this Local Law for the period commencing December 1, 2020 and ending November 30, 2023, as the County allocates and distributes the net collections from the County’s three percent rate of such taxes, as of July 20, 2020, and such portion of net collections attributable to such additional one percent rate of such taxes shall be allocated and distributed to the towns and villages in the County in the same manner as the net collections attributable to the County’s three percent rate of such taxes are allocated and distributed to such towns and villages as of July 20, 2020. In the event that any city

in the County exercises its prior right to impose tax pursuant to Section 1224 of the New York Tax Law, then the County shall not allocate and distribute net collections in accordance with the previous sentence for any period of time during which any such city tax is in effect, and the County shall instead set aside net collections attributable to such additional one percent rate of such taxes for County purposes for any such period that any such city tax is in effect.

SECTION 7. This enactment shall take effect December 1, 2020.

RESOLUTION NO. 237

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "E" FOR 2020

Introduced: 7/13/20

By Mr. A. Joyce:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "E" for 2020, "A Local Law of the County of Albany, New York, Imposing an Additional One Percent Rate of Tax on Sales and Uses of Tangible Personal Property and of Certain Services, and on Occupancy of Hotel Rooms and Amusement Charges, Pursuant to Article 29 of the Tax Law of the State of New York" be held by the County Legislature remotely, with information available on the County website, at 7:15 p.m. on Tuesday, August 25, 2020, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

*Referred to Audit and Finance and Law Committees – 7/13/20*

*Favorable Recommendation Law Committee – 7/29/20*

*Favorable Recommendation Audit and Finance Committee – 7/30/20*

**LOCAL LAW NO. "F" FOR 2020**

**A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK IMPOSING A TAX ON THE OCCUPANCY OF HOTEL ROOMS IN ALBANY COUNTY**

Introduced: 7/13/20

By Mr. A. Joyce:

BE IT ENACTED by the County Legislature of the County of Albany that Local Law No. 3 for 1980 as amended by Local Law No. 8 for 1981, Local Law No. 3 for 1986, Local Law No. 3 for 2005, Local Law No. 11 for 2006, Local Law No. 8 for 2009, Local Law No. 10 for 2010, Local Law No. 2 for 2012, Local Law No. 4 for 2014, Local Law No. 8 for 2016 and Local Law No. 5 for 2018 pursuant to Chapter 693 of the Laws of 1980 of the State of New York, Chapter 375 of the Laws of 1985 of the State of New York, Chapter 531 of the Laws of 2005 of the State of New York, Chapter 194 of the Laws of 2006 of the State of New York, Chapter 105 of the Laws of 2009 of the State of New York, Chapter 401 of the Laws of 2010 of the State of New York, Chapter 312 of the Laws of 2012 of the State of New York, Chapter 228 of the Laws of 2014 of the State of New York, Chapter 452 of the Laws of 2016 of the State of New York Chapter 134 of the Laws 2018 of the State of New York and Chapter 58 of the Laws of the State of New York is hereby amended as follows:

SECTION 1. During the period January 1, 2021 to December 31, 2023, Section 2 of Local Law No. 3 for 1980 as amended by Local Law No. 3 for 1986, Local Law No. 3 for 2005, Local Law No. 11 for 2006, Local Law No. 8 for 2009, Local Law No. 10 for 2010, Local Law No. 2 for 2012, Local Law No. 4 for 2014, Local Law No. 8 for 2016 and Local Law No. 5 for 2018 is amended to read as follows:

**Imposition of Tax**

On and after the first day of January 1, 2021, there is hereby imposed and there shall be paid a tax of six percent of the per diem rental rate charged to occupants for each hotel or motel room except that the tax shall not be imposed upon a permanent resident of such hotel or motel.

SECTION 2. During the period January 1, 2021 to December 31, 2023, Section 12 of Local Law No. 3 for 1980 as amended by Local Law No. 3 for 1986, Local Law No. 3 for 2005, Local Law No. 11 for 2006, Local Law No. 8 for 2009 Local Law No. 10 for 2010, Local Law No. 2 for 2012, Local Law No. 4 for 2014, Local Law No. 8 for 2016 and Local Law No. 5 for 2018 is amended to read as follows:

**Disposition of Revenues**

All revenues resulting from the imposition of the tax under the local law shall be paid into the treasury of the County of Albany and shall be credited to and deposited into three special funds as follows:



(a) Revenues from the tax imposed by such local law up to an amount equal to one-sixth of such total revenue shall be credited to and deposited in a special fund for convention and tourist development. The County of Albany is authorized to retain up to a maximum of ten per centum of such revenue derived from this fund to defray the necessary expenses of the County in administering such tax. The revenue derived from this portion of the tax, after deducting the amount provided for administering such tax, shall be allocated to pay for services performed, subject to the terms and conditions in contracts, which may be entered into between the County and the Albany County Convention and Visitors Bureau, Inc., all at the option of the County, its successors or assigns. Said funds so allocated shall be used for the purpose of promoting Albany County, its cities, towns and villages, in order to increase convention/trade show and tourism business.

(b) Revenues from the tax imposed by this local law equal to two-thirds of such total revenue shall be credited and deposited in a special account to be known as "Civic Center Debt Service Fund" and shall be maintained separate and apart from other funds and accounts of the County. Moneys in such account shall be deposited in one or more banks designated in the manner provided by law, as a depository of funds of the County of Albany. Pending expenditure from such fund, money therein may be invested in the manner provided in section 6-f of the General Municipal Law or in a successor statute to such section. Any interest earned or capital gain realized on the moneys so deposited or invested shall accrue and become part of the fund. Said moneys so deposited shall be used, subject to appropriation; solely for the purpose of making debt service payments on obligations issued by the County to finance the acquisition, development (including construction), operation and repair and continuing use and maintenance of a civic center and ancillary facilities therefore, which ancillary facilities shall include but not be limited to, any buildings, structures, parking facilities, machinery, equipment, facilities and appurtenances incidental thereto.

(c) Revenues from the tax imposed by this local law equal to one-sixth of such total revenue shall be credited and deposited in a special account to be known as the "Albany Convention Center Authority Fund" and shall be maintained separate and apart from other funds and accounts of the County. Moneys in such account shall be deposited in one or more banks designated in the manner provided by law, as a depository of funds of the County of Albany. Pending expenditure from such fund, moneys therein may be invested in the manner provided in section 6-f of the General Municipal Law or in a successor statute to such section. Any interest earned or capital gain realized on the moneys so deposited or invested shall accrue and become part of the fund. Said moneys so deposited shall be used solely and exclusively by the Albany Convention Center Authority for the development of a convention center project to be located in the City of Albany. Albany County shall pay the moneys in such fund over to such authority upon application for such moneys by the authority.

SECTION 3. On and after the Albany Convention Center completion date, defined as the date on which the architect for the convention center project issues a

certificate of substantial completion in substantial conformity with AIA Document G704-2000 stating that the convention center facility is sufficiently complete in accordance with the contract or contracts for construction that the owner can occupy or utilize the convention center facility for its intended use:

(a) Revenues from the tax imposed by such local law up to an amount equal to one-sixth of such total revenue shall be credited to and deposited in a special fund for convention and tourist development. The County of Albany is authorized to retain up to a maximum of ten per centum of such revenue derived from this fund to defray the necessary expenses of the County in administering such tax. The revenue derived from this portion of the tax, after deducting the amount provided for administering such tax, shall be allocated to pay for services performed, subject to the terms and conditions in contracts, which may be entered into between the County and the Albany County Convention and Visitors Bureau, Inc., all at the option of the County, its successors or assigns. Said funds so allocated shall be used for the purpose of promoting Albany County, its cities, towns and villages, in order to increase convention/trade show and tourism business.

(b) Revenues from the tax imposed by this local law equal to one-third of such total revenue shall be credited and deposited in a special account to be known as "Civic Center Debt Service Fund" and shall be maintained separate and apart from other funds and accounts of the County. Moneys in such account shall be deposited in one or more banks designated in the manner provided by law, as a depository of funds of the County of Albany. Pending expenditure from such fund, money therein may be invested in the manner provided in section 6-f of the General Municipal Law or in a successor statute to such section. Any interest earned or capital gain realized on the moneys so deposited or invested shall accrue and become part of the fund. Said moneys so deposited shall be used, subject to appropriation, solely for the purpose of making debt service payments on obligations issued by the County to finance the acquisition, development (including construction), operation and repair and continuing use and maintenance of a civic center and ancillary facilities therefore, which ancillary facilities shall include but not be limited to, any buildings, structures, parking facilities, machinery, equipment, facilities and appurtenances incidental thereto.

(c) Revenues from the tax imposed by this local law equal to one-half of such total revenue shall be credited and deposited in a special account to be known as the "Albany Convention Center Authority Fund" and shall be maintained separate and apart from other funds and accounts of the County. Moneys in such account shall be deposited in one or more banks designated in the manner provided by law, as a depository of funds of the County of Albany. Pending expenditure from such fund, moneys therein may be invested in the manner provided in section 6-f of the General Municipal Law or in a successor statute to such section. Any interest earned or capital gain realized on the moneys so deposited or invested shall accrue and become part of the fund. Said moneys so deposited shall be used solely and exclusively by the Albany Convention Center Authority for the development of a convention center project to be

located in the City of Albany. Albany County shall pay the moneys in such fund over to such authority upon application for such moneys by the authority.

SECTION 4. This local law supersedes Local Law No. 5 for 2018 and shall take effect January 1, 2021 and expire and be deemed repealed December 31, 2023.

**RESOLUTION NO. 238**

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "F" FOR 2020**

Introduced: 7/13/20

By Mr. A. Joyce:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "F" for 2020, "A Local Law of the County of Albany, New York Imposing a Tax on the Occupancy of Hotel Rooms in Albany County" be held remotely by the County Legislature, with information available on the County website, at 7:15 p.m. on Tuesday, August 25, 2020, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

*Referred to Audit and Finance and Law Committees – 7/13/20*

*Favorable Recommendation Law Committee – 7/29/20*

*Favorable Recommendation Audit and Finance Committee – 7/30/20*

**LOCAL LAW NO. "G" FOR 2020**

**A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENACTING A MORTGAGE RECORDING TAX PURSUANT TO SECTION 253-p OF THE TAX LAW OF THE STATE OF NEW YORK**

Introduced: 7/13/20

By Mr. A. Joyce:

BE IT ENACTED by the County Legislature of the County of Albany, as follows:

SECTION 1. Pursuant to the provision of Section 253-p of the Tax Law of the State of New York, there is hereby imposed in the County of Albany, New York a tax of twenty-five cents for each one hundred dollars and each remaining major fraction thereof of principal debt or obligation which is or under any contingency may be secured at the date of execution thereof, or at any time thereafter, by a mortgage on real property situated within Albany County and recorded on or after October 31, 2008 and a tax of twenty-five cents on such mortgage if the principal debt or obligation which is or by any contingency may be secured by such mortgage is less than one hundred dollars.

SECTION 2. The tax imposed by this local law shall be administered and collected in the same manner as the taxes imposed under subdivision one of section two hundred fifty three and paragraph (b) of subdivision one of section two hundred fifty-five of Article 11 of the Tax Law and shall be paid as provided in Section 253-p of the Tax Law and shall be in addition to the taxes imposed by Section 253 of the Tax Law.

SECTION 3. This local law shall expire December 1, 2023, provided further, however, that such expiration shall not preclude the adoption and enactment of additional local laws by the County of Albany pursuant to the provisions of Section 253-p of the Tax Law upon the expiration of this local law or any subsequent local law adopted and enacted pursuant to the provisions thereof.

SECTION 4. Notwithstanding any provision of Article 11 of the Tax Law to the contrary, the balance of all monies paid to the recording officer of the County of Albany during each month upon account of the tax imposed pursuant to this local law, after deduction of the necessary expenses of the recording officer's office as provided in Section 262 of the Tax Law, except taxes paid upon mortgages which under the provisions of this local law or Section 260 of the Tax Law are first to be apportioned by the New York State Commissioner of Taxation and Finance, shall be paid over by such officer on or before the tenth day of each succeeding month to the Albany County Director of Finance and, after the deduction by the Director of Finance

of the necessary expenses as provided in Section 262 of the Tax Law, shall be deposited in the General Fund of the County of Albany for expenditure on County purposes. Notwithstanding the provisions of the preceding sentence, the tax so imposed and paid upon mortgages covering real property situated in two or more counties, which under the provisions of this local law or Section 260 of the Tax Law are first to be apportioned by the Commissioner of Taxation and Finance, shall be paid over by the recording officer receiving the same as provided by the determination of the Commissioner.

SECTION 5. This local law shall take effect on December 1, 2020, provided that the Clerk of this Legislature shall mail a certified copy hereof by registered or certified mail to the Commissioner of the New York State Department of Taxation and Finance at least 30 days prior to such date. The Clerk of this Legislature shall also file certified copies hereof with the County Clerk of the County of Albany, the Secretary of State of the State of New York and the State Comptroller within five days after the enactment of this local law.

**RESOLUTION NO. 239**

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "G" FOR 2020**

Introduced: 7/13/20

By Mr. A. Joyce:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "G" for 2020, "A Local Law of The County Of Albany, New York Enacting a Mortgage Recording Tax Pursuant to Section 253-P of the Tax Law of the State of New York" be held remotely by the County Legislature, with information available on the County website, at 7:15 p.m. on Tuesday, August 25, 2020, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

*Referred to Audit and Finance and Law Committees – 7/13/20*

*Favorable Recommendation Law Committee – 7/29/20*

*Favorable Recommendation Audit and Finance Committee – 7/30/20*

## LOCAL LAW NO. "H" FOR 2020

### A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, REPEALING LOCAL LAW 1 FOR 2016 AND PROHIBITING THE USE AND SALE OF SPARKLING DEVICES

Introduced: 7/13/20

By Messrs. Peter, R. Joyce, Ward, A. Joyce and Ricard:

BE IT ENACTED by the Albany County Legislature as follows:

#### SECTION 1. Repeal of Local Law 1 for 2016

Local Law 1 for 2016, "A Local Law of the County of Albany, New York, Allowing for Common, Safe Items to be Excluded from the Dangerous Fireworks Definition as Permitted by New York State Penal Law Section 405 (b)" is hereby repealed upon the effective date of this law.

#### SECTION 2. Legislative Intent

The New York State Legislature approved, and the Governor of New York signed into law, Chapter 477 of the Laws of 2014 that amended the New York State Penal Law, the Executive Law and the General Business Law placing further restrictions on dangerous fireworks while at the same time recognizing that certain fireworks should not be labeled dangerous.

The Governor signed this bill into law in part due to New York's strong home rule authority, only allowing for certain fireworks to be sold and used in municipalities that affirmatively enact a Local Law authorizing such action.

Thereafter, Chapter 371 of the Laws of 2017 amended the previous grant of home rule authority, and legalized the sale and use of sparkling devices throughout the state, outside of New York City. This amendment did not require County's to opt-in, instead it allowed them to opt-out.

Since the passage of Law 1 for 2016, which legalized sparkling devices in Albany County, significant problems have arisen due to members of the public engaging in the practice of lighting off fireworks at all hours of the night. The scope and use of sparking devices anticipated in 2016 when Albany County opted-in has grown into something entirely different. These devices are far more powerful than originally envisioned. This has significantly affected the quality of life and safety of the residents of the County. While this Legislature cannot stop the conduct of all those using sparking devices irresponsibly, it can do its part to limit their ability to obtain these tools of nuisance.

Therefore, the purpose of this Local Law is to prohibit the previously believed to be safe sparkling devices from being sold or used in Albany County.



### Section 3. Definitions

“Sparkling Devices” are defined in Section 270.00 of the New York Penal Law.

### Section 4. Prohibitions

The sale and use of sparkling devices is hereby prohibited within the County of Albany.

### Section 5. Penalties

- (i) Any person who shall use or explode a sparkling device, or cause an exploding device to be exploded, shall be guilty of a violation punishable by a fine not to exceed \$500;
- (ii) Any person who offers a sparkling device for sale, or sells or furnishes a sparkling device to another person or persons, shall be guilty of a Class B misdemeanor, punishable by a fine of \$1,000 and fifteen (15) days in jail.

### Section 6. Applicability

This law shall apply to all actions occurring on or after the effective date of this law.

### Section 7. Severability

If any part of or provisions of this law, or the application thereof to any person or circumstance, shall be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part of or provision of, or application directly involved in the controversy in which such the remainder of this law, or the application thereof to other persons or circumstances.

### Section 8. State Environmental Quality Review Act Compliance

This County Legislature determines that the adoption of this Local Law constitutes a “Type II action” as said term is defined in the State Environmental Quality Review Act (“SEQRA”), and that no further action with respect to same is required under SEQRA.

### Section 9. Effective Date

This law shall take effect January 3, 2021.

*Referred to Audit and Finance and Law Committees – 7/13/20*

**RESOLUTION NO. 240**

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "H" FOR 2020**

Introduced: 7/13/20

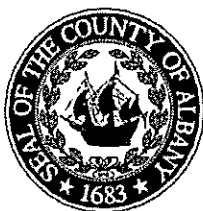
By Messrs. Peter and Reidy:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "H" for 2020, "A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, REPEALING LOCAL LAW 1 FOR 2016 AND PROHIBITING THE USE AND SALE OF SPARKLING DEVICES" to be held remotely by the Albany County Legislature at 7:15 p.m. on Tuesday, August 25, 2020, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

*Referred to Public Safety and Law Committees – 7/13/20*

*Favorable Recommendation Law Committee – 7/29/20*

*Favorable Recommendation Public Safety Committee – 7/30/20*



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF PUBLIC WORKS  
449 NEW SALEM ROAD  
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LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

July 6, 2020

Hon. Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval for authorization to apply for a Capital District Transportation Committee (CDTC) Capital District Trails Plan Implementation Grant. The Program supports feasibility studies to develop new multi-use trails in the Capital Region. This new program is designed to implement the Capital District Trails Plan which was released in 2019.

The County's submission requests technical assistance funding to evaluate possible extensions and connections from the Albany County Rail Trail. The study would explore the feasibility of three extensions of the Albany County Helderberg Hudson Rail Trail into the Town of Guilderland:

1. Continuation along the rail bed to the Village of Altamont
2. A path along Route 155 (State Farm Road) running to New Karner Road (Albany Loop)
3. A potential connection to a proposed development near Albany Country Club

CDTC will make up to \$75,000 in Federal Planning funds available to eligible project sponsors to conduct a consultant-led feasibility study for constructing a trail(s) connection recommended in the Capital District Trails Plan.

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

Sincerely,

Lisa M. Ramundo  
Commissioner

cc: Dennis Feeney, Majority Leader  
Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



Legislation Text

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File #: TMP-1761, Version: 1

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**REQUEST FOR LEGISLATIVE ACTION**

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

Authorization to Apply for Capital District Transportation Committee Capital District Trails Plan Implementation Grant

Date: July 6, 2020  
Submitted By: Lisa M. Ramundo  
Department: Public Works  
Title: Commissioner  
Phone: 518-765-2055  
Department Rep.  
Attending Meeting: Lisa M. Ramundo

**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 8/7/2020

- 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):**

Capital District Transportation Committee  
One Park Place  
Albany, NY 12205

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$75,000  
Scope of Services: Evaluate possible extensions and connections from the 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) 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)

The Department of Public Works is requesting the Legislature's approval for authorization to apply for a Capital District Transportation Committee (CDTC) Capital District Trails Plan Implementation Grant. The Program supports feasibility studies to develop new multi-use trails in the Capital Region. This new program is designed to implement the Capital District Trails Plan which was released in 2019.

The County's submission requests technical assistance funding to evaluate possible extensions and connections from the Albany County Rail Trail. The study would explore the feasibility of three extensions of the Albany County Helderberg Hudson Rail Trail into the Town of Guilderland:

1. Continuation along the rail bed to the Village of Altamont
2. A path along Route 155 (State Farm Road) running to New Karner Road (Albany Loop)
3. A potential connection to a proposed development near Albany Country Club

CDTC will make up to \$75,000 in Federal Planning funds available to eligible project sponsors to conduct a consultant-led feasibility study for constructing a trail(s) connection recommended in the Capital District Trails Plan.



**Capital District Trails Plan Implementation 2020-21**

**Introduction**

The Capital District Transportation Committee (CDTC) is initiating a program to support a feasibility study(ies) to develop new multi-use trails in the Capital Region. This new program is designed to implement the *Capital District Trails Plan* which was released in 2019. This Plan outlines a vision for developing a 300-mile regional trail network. This network is part of the region’s long range transportation plan, *New Visions 2040*. CDTC has set an ambitious goal of constructing 10 miles of trail per year in order to develop this seamless, connected network by 2040. CDTC will make up to \$75,000 in Federal Planning funds available to eligible project sponsors to conduct a consultant-led feasibility study for constructing a trail(s) connection recommended in the *Capital District Trails Plan*.

*The Capital District Trail System attracts about 1.7 million visits annually. The implementation of the Trails Plan is projected to attract an additional 1.1 million visits and could remove 17,4900 peak-hour vehicle trips. A 300-mile network would have an impact of \$48.9 million per year in total economic activity in the region.*

<b>Rate of Multi-Use Trail Construction</b>		
	Current	Target
Miles of trails that need to be constructed annually	7.0	10.0
Number of years to full build out / implementation complete based on miles of trails constructed annually	28.5	20.0

The CDTC is the Metropolitan Planning Organization (MPO) responsible for regional transportation planning in Albany, Rensselaer, Saratoga, and Schenectady counties with the exception of the Town of Moreau and the Village of South Glens Falls in Saratoga County. CDTC’s adopted long range plan, *New Visions 2040*, and the planning and investment principles within the plan, reflect a strong regional consensus that quality of life, mobility, and economic vitality in the region are linked and dependent on creating a multi-modal transportation system. CDTC has supported many successful trail planning and development efforts throughout the Capital Region.

The anticipated completion of the Empire State Trail at the end of 2020 creates opportunities for developing new trail connections off-road, along roads, and on-road. When completed, the Empire State Trail will be a continuous 750-mile route spanning the state from New York City to Canada and Buffalo to Albany, creating the longest multi-use state trail in the nation. The Capital Region is at the cross-roads of this incredible trail and stands to benefit from new trail-related tourism and economic activity. CDTC’s goal is to leverage the trail in such a way that creates new economic, recreation, and mobility opportunities for all Capital Region communities.

**Capital District Trails Plan**

The *Capital District Trails Plan* was released in 2019. This Plan was an update to the 2007 *Tech Valley Trails* greenway vision for the Capital Region. It accompanies the *Regional Trail Perspectives* report that



summarizes opinions about trails, who uses trails, and how many people were using trails in 2006 and 2016. All of these documents and reports can be found at [www.cdtcmpo.org/trails](http://www.cdtcmpo.org/trails). From the 2016 trail survey initiative, CDTC has comprehensive trail count data for 22 locations on 9 trails, which it has used to develop trail profiles of the region's major multi-use trails.

The 2019 *Capital District Trails Plan* includes 5 components:

1. Regional greenway & trails visions
  - a. A seamless connected system of 18 core trails and 34 supporting trails
  - b. Each trail is mapped and described in details on pages 27 - 47
2. Regional economic impact analysis of greenways & trails
  - a. Impacts & costs of trail construction & maintenance
  - b. Impact of trails on property values
  - c. Impact of sales of trail-related goods & services
  - d. Spending by trail users
  - e. Tourism & overnight trips related to the trails
  - f. Equity of economic benefits & impacts
3. Best practices for trail management & maintenance
4. A branding & marketing plan for the region's trail system
  - a. Artwork & logo design
  - b. Wayfinding & signage examples
  - c. Marketing strategy
5. Imagery & videos captured by drones

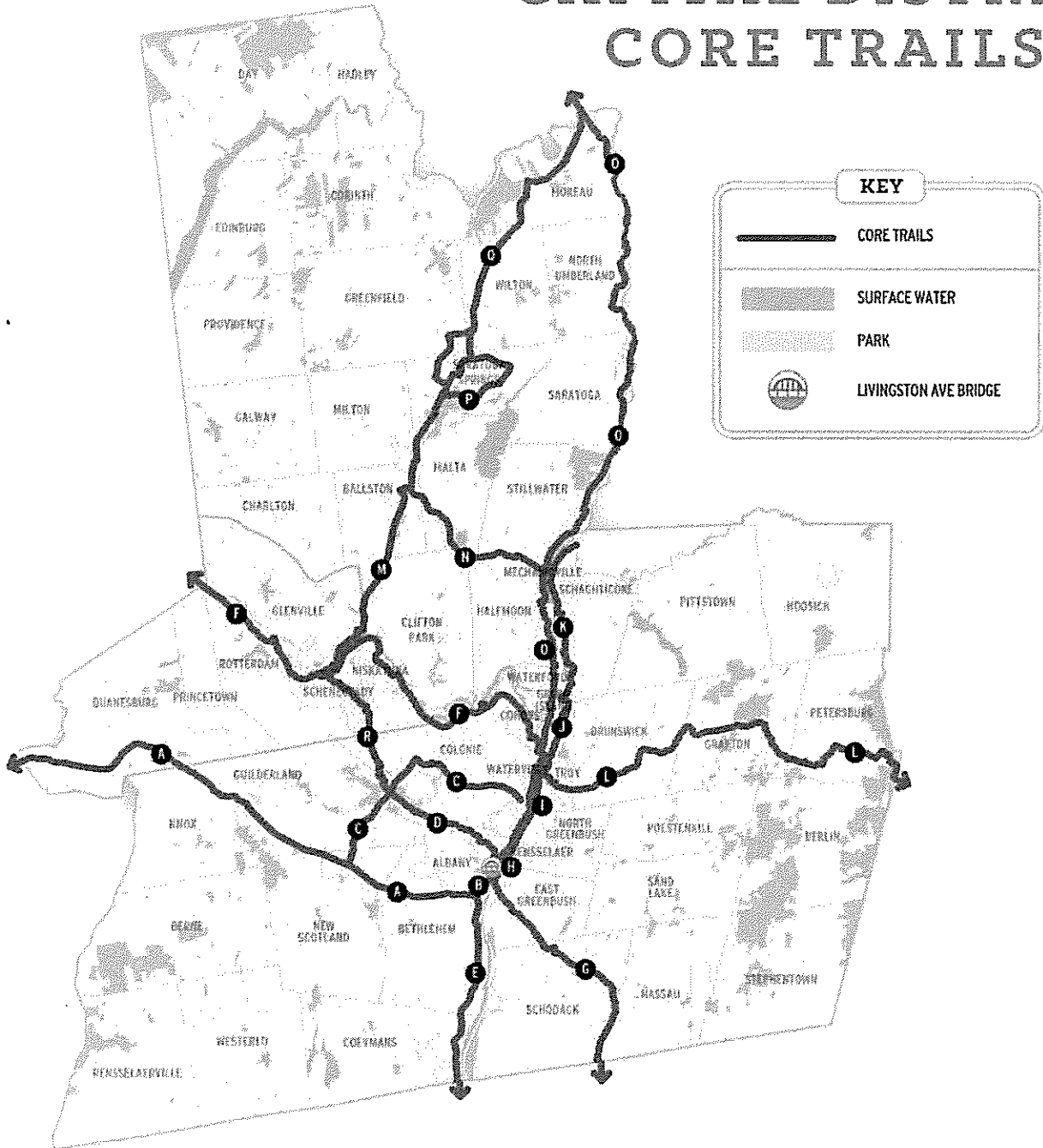
Full implementation of the *Capital District Trails Plan* is projected to cost \$154M. A screening and prioritization matrix has been developed in order to assist decision makers in establishing priority projects. This matrix uses the 4 criteria for projects listed below. However, additional information including local support and advocacy, availability of resources including funding, right-of-way, and coordinating with other programs and related capital improvement projects will be among the factors that will advance a trail project forward toward completion in a timely manner.

1. **Transportation potential:** The Potential Peak PM Traffic Bike Trips per Trail Mile represents the transportation modeling results for the potential use of the proposed trail network. These ratings represent the relative magnitude of potential peak hour commute trips of 10 miles or less that would have access to the proposed trail (note: this does not represent demand).
2. **Population served:** The Population Served per Mile of Trail represents the average population density (by census tract) per linear mile of trail.
3. **Environmental Justice:** The Relative Proximity to Environmental Justice Area represents the relative extent to which the trail runs through an environmental justice area or is connected to an environmental justice area.
4. **Project Readiness:** The Project Readiness for Development represents the overall status of the trail project in terms of planning, design, funding commitment and availability of right-of-way.





# CAPITAL DISTRICT CORE TRAILS





**Capital District Core Trails: Prioritization Screening Tool**

Map Key	Trail Identification	Primary Type	Miles Open to the Public	Total Miles	Potential Peak PM Traffic Bike Trips Per Trail Mile	Population Served Per Trail Mile	Relative Proximity to Environmental Justice Area	Project Readiness for Development	Initial Priority Level
B	South End Bikeway Connector	On-Road	0	1.5	•••	•••	•••	••	I
I	South Troy Riverfront Bikeway	On-Road	1.1	2.3	•••	•••	•••	••	I
J	Uncle Sam Bike Trail	Off-Road	4.2	4.2	•••	•••	•••	•	I
R	Schenectady Park Connector	On-Road	1.5	7	•••	•••	•••	•	I
D	Patroon Greenway	Off-Road	0	8.8	•••	•••	••	•	II
G	Albany Hudson Electric Trail (AHET)*	Off-Road	0	15.6	•••	••	•	•••	II
H	Rensselaer Riverwalk / RPI Trail	Off-Road	2.3	5.1	•••	••	••	••	II
C	Albany Loop	On-Road	0	15.2	•••	•••	•	•	II
F	Mohawk-Hudson Bike-Hike Trail*	Off-Road	39.7	41.1	•	••	••	•••	II
P	Saratoga Greenbelt Trail	Off-Road	9.6	17.9	••	••	•	•••	II
A	Albany County Helderberg-Hudson Rail Trail	Off-Road	8.7	31.1	•	••	•	•••	II
N	Zim Smith Trail	Off-Road	8.7	15.7	•	••	•	•••	II
M	Ballston Veterans Bike Trail	Off-Road	3.4	12.5	••	••	•	•	III
Q	Wilton-Moreau Trail	Off-Road	0	16.1	••	••	•	•	III
E	Hudson Northway	On-Road	0	11.7	•	•	••	•	III
O	Champlain Canal Trail*	Off-Road	11.4	44.5	•	•	•	••	III
K	River Road	On-Road	0	10	•	•	•	•	III
L	River to Ridge Path	On-Road	0	28.6	•	•	•	•	III

\* Part of Empire State Trail



### Eligibility

To be eligible for this program, proposed projects must be directly related to the implementation of the *Capital District Trails Plan*. The purpose of the program is to provide critical support to local governments to develop plans and studies that are needed between the concept plan and detailed engineering steps of a trail construction project. Any proposal must focus on the feasibility of constructing one of the 18 core trails identified in the Capital District Trails Plan and produce evidence that the trail is a viable project. For the purposes of this program, CDTC refers to a paved path or form of infrastructure that supports multiple transportation opportunities, such as walking, bicycling, inline skating, and people with mobility assistance devices. Eligible proposals can include:

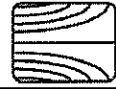
- Framework for development of a trail, including a physical plan and recommendations for designing and implementing a trail and its associated facilities
- Official mapping – identifying trail alignments
- Evaluation of alternative route scenarios for a trail
- Assess potential routes for critical barriers and opportunities for constructing a trail
- Identifying connections between existing core trails and new supporting trails and/or activity centers (i.e. employment, entertainment, recreation)
- Concept plan illustrating the trail location and all associated design features (i.e. parking trailheads, landscaping, bike racks)
- Cost estimate for trail construction

Eligible projects must also demonstrate the capacity to implement the project, such as support from the public and/or elected officials, inter-municipal cooperation, and experience planning and constructing multi-use trails. If you have questions about the eligibility of a potential project, please contact Jen Ceponis of the CDTC staff via email at [jceponis@cdtcmpo.org](mailto:jceponis@cdtcmpo.org) or at (518)458-2161.

### Ineligible Projects

This program is for trail planning initiatives. The objective is to provide support to local governments to develop the necessary documents and materials between the concept and detailed engineering steps of a trail project. The following are not eligible for funding assistance:

- Right-of-way acquisition
- Detailed engineering
- Surveying
- Complementary infrastructure design (ex. bridge, culvert, and other stormwater maintenance)
- Construction of a trail facility (ex. trailhead or paved path)
- Any capital project
- Wayfinding plans
- Active Transportation (bicycle and/or pedestrian) plans or studies for a town/city/village
- Evaluation or planning for hiking or recreation trails
- NEPA, SEQR, or other environmental review or regulatory processes



### Eligible Project Sponsors

Eligible sponsors must be public entities within CDTC's planning area. The following are eligible to apply for funding:

- Preferred sponsors are towns, cities, villages, and counties
- Other sponsors may include State agencies or non-government entities such as non-profits and public authorities (with a letter of support from the municipality or municipalities in which the study is located)
- Inter-municipal initiatives are encouraged

### Planning Assistance

Planning assistance will be provided through a consultant under contract to CDTC. The consultant will be solicited for by CDTC on behalf of the project sponsor following joint development of a detailed scope of work. CDTC staff assistance will be provided to administer the consultant contract and to support the planning process. All funding sources must be identified in the application.

Project sponsors must document in-kind staff services on tasks including meeting coordination, the public involvement process, document review, etc. including the number of hours and hourly rates.

### Funding Availability and Schedule

CDTC is making up to \$75,000 available in consultant budget from federal planning funds to support the implementation of the Capital District Trails Plan. This program is identified as Task 4.68 Capital District Trails Plan Implementation in the CDTC 2020-21 Unified Planning Work Program. These funds became available on April 1, 2020. **If the project sponsor does not execute the Memorandum of Understanding with CDTC by March 31, 2021, awarded funds will be forfeited.**

Trail feasibility studies must be completed within 20 months of April 1, 2020. Should the project be delayed, the following milestones will apply:

- Within 1 year – hire a study consultant and have a kick-off meeting.
- Within 2 years – 50% of the study scope of work completed by the consultant.
- Within 3 years – 100% of the study scope of work completed by the consultant. This does not include legislative adoption of the study findings.

If a sponsor fails to meet the project milestones, an explanation for the delay and a request for an extension must be provided to CDTC's Planning Committee. If a sponsor fails to make a request, awarded funds will be forfeited.

Due to the uncertainty regarding the availability of federal planning funds in 2021, CDTC reserve the right to cancel Task 4.68 projects funded through this solicitation at any time prior to contracting with a consultant. Should CDTC cancel a funded project, that project will be given the first opportunity to compete for funds when the next funding becomes available.



### Cost Estimates and Match Requirements

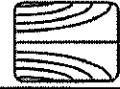
Sponsors must provide a cost estimate for the feasibility study in their submissions. The maximum total study cost for consultant efforts is \$100,000 including a minimum 25% local cash match (\$75,000 in federal funds matched with \$25,000, in local cash match). In-kind service cannot be used to meet the minimum 25% local cash match requirement. **However, any local in-kind services (including meeting coordination, the public involvement process, document review, etc.) must be documented and provided to CDTC including the number of hours and hourly rates.** There is no minimum total study cost and federal funds are capped. Note:

- The availability of the local cash match must be documented in the letter of intent to be included with the submission (see page 8). Sponsors should ensure the agreed to local cash match is in their 2020 or 2021 budgets as the local share will be invoiced by CDTC.
- Overmatches may be provided in the form of additional local cash or in-kind services. Additional credit will be given to projects with overmatches in the project selection process.
- Total consultant study costs may exceed \$100,000 IF the sponsor pools Task 4.68 funds with funds from other grant sources. Such grant sources should be identified in the study submission.

CDTC reserves the right to confirm or modify all cost estimates based on past experience with administering planning studies. For 2020-21, this action will be undertaken as step two of the evaluation process (see the project selection section on page 9 for details).

### Local Action on Feasibility Study

The objective of this program is to implement the *Capital District Trails Plan*. This plan is part of CDTC's adopted long range transportation plan, *New Visions 2040*. CDTC has set an ambitious goal of constructing 10 miles of trail per year in order to realize the vision of a regional trail network. Sponsors must take action to indicate their willingness to continue to work through important processes, like regulatory processes, design and engineering, to implement the trail and recommendations of the feasibility study. Study sponsors should be prepared to formally endorse or accept the findings of the study through a resolution from the legislative body adopting the study.



### Submission Instructions

The submission (excluding what is required below), should be as brief and concise as possible. **Deadline for receipt of completed submissions is the close of business (5:00 PM EST), Friday, August 7, 2020. An electronic copy should be submitted via email to [iceponis@cdtcmpo.org](mailto:iceponis@cdtcmpo.org).** Incomplete submissions will not be considered for funding.

The following must be included in all submissions:

1. A letter of intent which commits the community/sponsor(s) to the 25% local cash match, local in-kind services, and to the project, signed by the lead elected official. For proposals from non-governmental entities, a letter of support from the municipality in which the study is focused is required.
2. Letters of support from key stakeholders, such as owners of right-of-way and other organizations contributing to the study.
3. Project Name.
4. Primary contact person information including name, title, street address, email address and phone number.
5. A detailed project description including:
  - a. The Core Trail from the *Capital District Trails Plan* that is subject to the proposed study
  - b. Identify a missing gap in the regional network that the proposed project would complete and how this would enhance regional mobility and connectivity
  - c. An outline of the scope of work including a task list, desired deliverables, and a discussion as to how the sponsor will implement the proposed project
  - d. Maps
6. Disadvantaged populations (i.e. minority, people with low incomes, people who have disabilities, etc.) must be engaged in the planning process. Describe how this will be accomplished.
7. If the proposal has been identified in completed plans or studies, other than the *Capital District Trails Plan*, provide the name of the plan and a description of the specific recommendation(s) to be further explored.
8. Provide documentation to demonstrate a funding commitment for a related trail construction project, if applicable
9. Provide the estimated cost of the study using the guidelines on page ten (10). All sources of funding for items in 2 and 4 should be identified.
10. Include in an appendix of supporting materials (evidence of related past planning efforts related to the proposed trail) to help CDTC understand the status of, context of and local commitment to the proposed project.



Sample Proposed Project Budget:

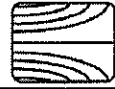
<b>1. Consultant Budget Requested from CDTC</b>	
Federal planning funds requested (75%)	\$75,000
Local cash match (25% required)	\$25,000
<b>Section 1 Total</b>	<b>\$100,000</b>
<b>2. Add-On (if applicable)</b>	
Additional cash match	\$10,000
Source: City Budget	
Additional grant funds to be pooled for a larger effort	\$0
Source:	
<b>Section 2 Total</b>	<b>\$10,000</b>
<b>Total Consultant Budget (sum of Sections 1 and 2)</b>	<b>\$110,000</b>
4. Local in-kind staff contributions:*	\$10,000

\*Does not count toward the local cash match

**Project Selection**

This program is competitive and will involve a three step project selection process:

- Step 1: Submissions will be screened to ensure they are complete and meet all program requirements as described in this solicitation. Incomplete submissions and those that do not meet the program requirements will not be considered for funding.
  
- Step 2: CDTC staff will review the project description proposed for each project and the estimated budget. If the budget is not adequate for the desired scope of work, CDTC staff will develop an appropriate budget for the project and will reach out to the study sponsor with two choices: 1) increase the local match in proportion to the revised study cost to complete the desired scope of work or 2) reduce the desired scope of work to fit the study budget originally proposed. Project budgets will be confirmed based on CDTC’s extensive experience with consultant work. Once study budgets and scopes have been confirmed for all projects, the submissions will be forwarded on to a review committee for full evaluation.
  
- Step 3: CDTC, a member of the CDTC Bicycle and Pedestrian Advisory Committee (BPAC), Capital District Regional Planning Commission (CDRPC), NYS Canal Corporation, and Empire State Trail staff will then evaluate the submissions. CDTC’s Planning Committee will review the evaluation results and funding options. Once approved by the Planning Committee, CDTC’s Policy Board will take action on the recommended study(ies) for incorporation into the 2020-22 Unified Planning Work Program (UPWP). The likelihood of study receiving funds will not be known until submissions have been received and evaluated. The evaluation criteria presented below are not presented in order of



importance, however an indication of their relative importance is noted for each criterion.

**Evaluation Criteria:**

1. Is the initiative eligible and consistent with Capital District Trails Plan and the prioritization matrix (see page 2)? What is the need for the project? Is there a sense of urgency? (mandatory and improves priority)
2. Is the proposed scope of work reasonable for the proposed budget (mandatory)?
3. What is the sponsor’s plan for implementation? Is the intent to construct the trail? Does the proposal indicate a path for success? (mandatory)
4. Is funding available for a capital project to construct the trail? Is there local commitment to constructing the trail related to the proposed effort? (improves priority)
5. Is the submission supported locally through complementary activities (i.e. active transportation planning and creating non-motorized connections) and/or funding commitments beyond the minimum match requirements? (improves priority)

All proposed projects are required to meet the first three criteria. Addressing the remaining criteria will improve the priority of the submission. The submission(s) that best meets all five evaluation criteria will be considered first for funding.

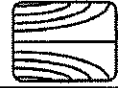
**Notification of Award**

Following approval by CDTC’s Policy Board, all project sponsors will be notified in writing as to the status of their submissions by August 7, 2020. The sponsor(s) awarded funding will receive and be asked to sign a Memorandum of Understanding (MOU). The MOU must be signed before CDTC solicits for consultant assistance. The MOU is between CDTC and the study sponsor(s) and articulates the roles and responsibilities of all parties throughout the study process. If the project sponsor does not execute the MOU with CDTC by March 31, 2021, funds will be forfeited.

**Consultant Activity Guidelines**

To satisfy federal and state requirements, use of an appropriate means of consultant solicitation and selection will be required prior to designation of a consultant. CDTC uses an abbreviated approach to consultant selection. Sponsors should be aware that if consultant assistance is used in the preparation of a project proposal or in the development of the scope of work for the study, that consultant will not be eligible for the contract. In addition, a consultant on retainer to a municipality is not guaranteed a study





contract. The consultant selection process is required to be competitive. CDTC will administer consultant studies to minimize the administrative burden on the municipality.

*CDTC reserves the right to modify the program without prior notice.*

For questions regarding this program, contact Jen Ceponis of the CDTC staff by email at [iceponis@cdtcmpo.org](mailto:iceponis@cdtcmpo.org).

RESOLUTION NO. 244

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REGARDING THE CAPITAL DISTRICT TRAILS PLAN IMPLEMENTATION GRANT**

Introduced: 8/10/20

By Public Works Committee:

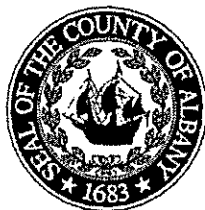
WHEREAS, The Commissioner of the Department of Public Works has requested authorization to submit an application to the Capital District Transportation Committee regarding the Capital District Trails Plan Implementation Grant for an amount up to \$75,000 in federal planning funds, and

WHEREAS, The Commissioner has indicated the grant funding will be used to support a consultant-led feasibility study regarding three potential extensions of the Albany County Helderberg Hudson Rail Trail in the Town of Guilderland and the Capital District Trails Plan released in 2019, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit an application to the Capital District Transportation Committee regarding the Capital District Trails Plan Implementation Grant for an amount up to \$75,000 in federal planning funds, 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

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

LISA M. RAMUNDO  
COMMISSIONER

SCOTT D. DUNCAN  
DEPUTY COMMISSIONER

June 16, 2020

Hon. Andrew Joyce, Chairman  
Albany County Legislature  
112 State Street, Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to accept SFY 2019/2020 Consolidated Local Street and Highway Improvement Program (CHIPS) funds in the amount of \$5,258,948.07. The accompanying letter from New York State Department of Transportation (NYSDOT) shows a table with the 2020/2021 apportionment, cumulative rollover balance and total balance of the CHIPS, Pave NY and Extreme Winter Recovery monies. Each year the NYSDOT informs us of the yearly apportionment and rollover funds remaining in our previous years CHIPS, Pave NY and Extreme Winter Recovery accounts. We then amend our budget so that these funds are available for the current years CHIPS projects as follows:

- 1) Hauling and Placing Contract with Callanan Industries in the amount of \$3,047,660.00
- 2) Cold in Place Recycling Contract with Gorman Bros. Inc. not to exceed \$950,000.00

Upon acceptance of these funds, we request the Legislature's approval to amend our 2020 budget by increasing Bridge and Road Repair Line, D95112.4.4075 in the amount of \$1,728,640.07, which is the difference between our 2019 Budget Revenue \$3,530,308.00 and the total award amount of \$5258,948.07.

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

Sincerely,

Lisa M. Ramundo  
Commissioner

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



Legislation Text

File #: TMP-1715, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Approval to Accept CHIPS Funding from NYSDOT

Date: June 23, 2020  
Submitted By: Lisa M. Ramundo  
Department: Public Works  
Title: Commissioner  
Phone: 518-765-2055  
Department Rep.  
Attending Meeting: Lisa M. Ramundo

**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.: D5112.4075  
Source of Funds: NYSDOT - CHIPS Funding  
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:

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**File #: TMP-1715, Version: 1**

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Revenue Account and Line: Highway Capital Project D5112.03591  
Revenue Amount: \$1,728,640.07

Appropriation Account and Line: Bridge and Road Repair D5112.44075  
Appropriation Amount: \$1,728,640.07

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: 100%  
County: Click or tap here to enter text.  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 7/1/2020-7/1/2021  
Length of Contract: 12 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)

The Department of Public Works is requesting the Legislature's approval to accept SFY 2019/2020 Consolidated Local Street and Highway Improvement Program (CHIPS) funds in the amount of \$5,258,948.07. The accompanying letter from New York State Department of Transportation (NYSDOT) shows a table with the 2020/2021 apportionment, cumulative rollover balance and total balance of the CHIPS, Pave NY and Extreme Winter Recovery monies. Each year the NYSDOT informs us of the yearly apportionment and rollover funds remaining in our previous years CHIPS, Pave NY and Extreme Winter Recovery accounts. We then amend our budget so that these funds are available for the current years CHIPS projects as follows:

- 1) Hauling and Placing Contract with Callanan Industries in the amount of \$3,047,660.00
- 2) Cold in Place Recycling Contract with Gorman Bros. Inc. not to exceed \$950,000.00

Upon acceptance of these funds, we request the Legislature's approval to amend our 2020 budget by increasing Bridge and Road Repair Line, D95112.4.4075 in the amount of \$1,728,640.07, which is the difference between our 2019 Budget Revenue \$3,530,308.00 and the total award amount of \$5258,948.07.

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

2020 BUDGET AMENDMENT

ACCOUNT NO.	APPROPRIATIONS RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
DD 5112 4 4075 10000	Bridge and Road Repair	1,728,640.07			
	TOTAL APPROPRIATIONS	1,728,640.07	0.00		
	ESTIMATED REVENUES				
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST <td>DEPARTMENT NAME</td>	DEPARTMENT NAME
DD 5112 0 3591 00000	Highway Capital Project		1,728,640.07		
	TOTAL ESTIMATED REVENUES	0.00	1,728,640.07		
	GRAND TOTALS	1,728,640.07	1,728,640.07		



## Department of Transportation

**ANDREW M. CUOMO**  
Governor

**MARIE THERESE DOMINGUEZ**  
Commissioner

**RONALD L. EPSTEIN**  
Executive Deputy Commissioner  
Chief Financial Officer

June 10, 2020

LISA RAMUNDO  
Commissioner of Public Works  
COUNTY OF ALBANY  
449 NEW SALEM RD  
VOORHEESVILLE NY 12186

Dear Ms. Ramundo:

The 2020 State Budget provides funding to support the repair, rehabilitation, and modernization of local roads and bridges. The Budget specifically includes \$438.1 million in Consolidated Local Street and Highway Improvement Program (CHIPS) funding, \$100 million in PAVE NY funding, and \$65 million in Extreme Winter Recovery (EWR) funding. The amounts authorized for these programs, however, may be subject to a reduction of up to 20 percent as a result of impacts from the Coronavirus disease (COVID-19). Also included are re-appropriations of rollover funds remaining from previous State fiscal year CHIPS, PAVE NY, and EWR appropriations. Please provide a copy of this letter to the chief financial officer for your municipality.

The first of four quarterly SFY 2020-21 CHIPS, PAVE NY, and EWR reimbursements are scheduled to be made on July 17, 2020. Requests for the July payments must be for expenditures made on or after December 15, 2018 through June 15, 2020. Refer to the Program Guidelines on the CHIPS website ([www.dot.ny.gov/programs/chips](http://www.dot.ny.gov/programs/chips)) regarding eligible project activities and program requirements. The County of Albany has the following funding amounts available for the July payments.

Program	Total Balance	20-21 Apportionment	Cumulative Rollover Balance
CHIPS	\$2,826,625.83	\$2,378,035.12	\$448,590.71
PAVE NY	\$1,612,236.17	\$542,810.18	\$1,069,425.99
EWR	\$820,086.07	\$274,948.16	\$545,137.91

The submissions for these reimbursements require supporting documentation for each project, including proof of payment and photos of ADA-compliant curb ramps. Failure to submit the required documentation may delay the processing of your reimbursement requests.

The instructions for applying under the July 17, 2020 CHIPS reimbursements are included on the back of this letter; the instructions for the PAVE NY and EWR reimbursements are available as links under Forms on the CHIPS website. The New York State Department of Transportation (NYSDOT) Regional Office listed below must receive payment requests and supporting documentation for each project no later than June 24, 2020. Please sign the certification on each page of the reimbursement request forms and photocopy the completed forms for your files. Your NYSDOT municipal code for entry on the forms is 110000.

Municipalities may e-mail their CHIPS, PAVE-NY, and EWR reimbursement request forms and supporting documentation for each project to their respective NYSDOT Region. Your Regional NYSDOT mailbox is listed in the enclosed "Guidance for Reimbursement Request Submissions Via E-Mail." You may also mail this information to:

Pete Rea  
NYSDOT Regional CHIPS Representative  
New York State Department of Transportation  
50 Wolf Road, Suite 1S50  
Albany, NY 12232

If you have any questions, please contact Pete Rea at 518-485-0991.

Respectfully yours,

Peter J. Ryan  
Director  
Local Programs Bureau



**Guidance for  
Reimbursement Request Submissions Via E-Mail**

Municipalities may submit via e-mail all forms and supporting documentation to the appropriate Regional NYSDOT mailbox listed below. These e-mail boxes will be monitored by your Regional CHIPS Representatives.

Region	E-Mail Address
Albany	<a href="mailto:dot.sm.r01.CHIPS@dot.ny.gov">dot.sm.r01.CHIPS@dot.ny.gov</a>
Utica	<a href="mailto:dot.sm.r02.CHIPS@dot.ny.gov">dot.sm.r02.CHIPS@dot.ny.gov</a>
Syracuse	<a href="mailto:dot.sm.r03.CHIPS@dot.ny.gov">dot.sm.r03.CHIPS@dot.ny.gov</a>
Rochester	<a href="mailto:dot.sm.r04.CHIPS@dot.ny.gov">dot.sm.r04.CHIPS@dot.ny.gov</a>
Buffalo	<a href="mailto:dot.sm.r05.CHIPS@dot.ny.gov">dot.sm.r05.CHIPS@dot.ny.gov</a>
Hornell	<a href="mailto:dot.sm.r06.CHIPS@dot.ny.gov">dot.sm.r06.CHIPS@dot.ny.gov</a>
Watertown	<a href="mailto:dot.sm.r07.CHIPS@dot.ny.gov">dot.sm.r07.CHIPS@dot.ny.gov</a>
Poughkeepsie	<a href="mailto:dot.sm.r08.CHIPS@dot.ny.gov">dot.sm.r08.CHIPS@dot.ny.gov</a>
Binghamton	<a href="mailto:dot.sm.r09.CHIPS@dot.ny.gov">dot.sm.r09.CHIPS@dot.ny.gov</a>
Hauppauge	<a href="mailto:dot.sm.r10.CHIPS@dot.ny.gov">dot.sm.r10.CHIPS@dot.ny.gov</a>
NYC	<a href="mailto:dot.sm.r11.CHIPS@dot.ny.gov">dot.sm.r11.CHIPS@dot.ny.gov</a>

**E-MAIL Transmittals to the Region:**

- Submit a separate e-mail for each reimbursement program: CHIPS, EWR, PAVE-NY
- Include the municipality's NAME in the **Subject Line**.
- If the file size is greater than 20MB, the municipality must send multiple e-mails keeping each e-mail below the size limit and indicate in the **Subject Line** how many e-mails are included for the submission.
- *For supporting documents*, include a descriptive title for attachments to aid in tracking submitted files. If the files are too large and need to be separated, indicate how many files make up that document.

**MULTIPLE FUND SOURCES USED FOR ONE PROJECT** - To assist the Regional CHIPS Representative with the review of documents, the supporting documentation must be provided for each of the funding sources as if they are individual submissions.

**Example:** Reimbursement request for Road A totals \$100,000. CHIPS request is for \$70,000; EWR for \$20,000; and PAVE-NY for \$10,000. The supporting documentation for the project is to be submitted for each program with the appropriate CP form. See example.

**EXAMPLE OF E-MAIL SUBMITTAL TO REGIONAL NYSDOT OFFICE**

**From:** Name/Title of Municipal Official Transmitting Request Forms and Supporting Documentation  
**Sent:** Date of Transmittal  
**To:** dot.sm.r01.CHIPS@dot.ny.gov  
**Subject:** June 2020 CHIPS Payment Request, City of Anywhere, 1 of 2  
**Attachments:** CP73; Support Doc Road A 1 of 2; Support Doc Road A 2 of 2; Support Doc Road B 1 of 3; Support Doc Road B 2 of 3; Support Doc Road B 3 of 3; Support Doc Road C 1 of 1

This guidance applies to PAVE-NY and EWR reimbursement request submissions.

RESOLUTION NO. 247

AMENDING THE 2018 DEPARTMENT OF PUBLIC WORKS BUDGET:  
CONSOLIDATED LOCAL STREET AND HIGHWAY IMPROVEMENT  
PROGRAM (CHIPS)

Introduced: 6/11/18  
By Public Works Committee:

WHEREAS, The County has been informed by the NYS Department of Transportation that the County has a rollover amount of \$4,292,471 remaining in the State Fiscal Year (SFY) 2018-2019 allotment, and

WHEREAS, The remaining \$4,292,471 in SFY 2018-2019 rollover CHIPS Capital Reimbursement funds has not been previously accounted as revenue for 2018 or 2019, and

WHEREAS, The Commissioner of the Department of Public Works has requested a budget amendment in order to utilize the remaining rollover funds in the Department Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2018 Department of Public Works Budget is amended as follows:

Increase Revenue Account D3591 Highway Capital Project by \$762,163

Increase Appropriation Account D5112.4 by \$762,163 by increasing Line Item D5112 4 4075 Bridge and Road Repair by \$762,163

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*

RESOLUTION NO. 245

AMENDING THE 2020 DEPARTMENT OF PUBLIC WORKS BUDGET:  
CONSOLIDATED LOCAL STREET AND HIGHWAY IMPROVEMENT  
PROGRAM (CHIPS)

Introduced: 8/10/20  
By Public Works Committee:

WHEREAS, The County has been informed by the New York State Department of Transportation that the County has a rollover amount of \$1,728,641 remaining in the State Fiscal Year (SFY) 2019-2020 allotment, and

WHEREAS, The remaining \$1,728,641 in SFY 2019-2020 rollover CHIPS Capital Reimbursement funds has not been previously accounted as revenue for 2019 or 2020, and

WHEREAS, The Commissioner of the Department of Public Works has requested a budget amendment in order to utilize the remaining rollover funds in the Department Budget, now, therefore be it

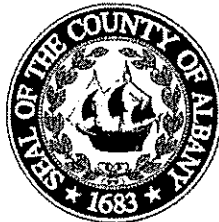
RESOLVED, By the Albany County Legislature that the 2020 Department of Public Works Budget is amended as follows:

Increase Revenue Account D3591 Highway Capital Project by \$1,728,641

Increase Appropriation Account D5112.4 by \$1,728,641 by increasing Line Item D5112 4 4075 Bridge and Road Repair by \$1,728,641

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

COMMISSION  
JOHN R. ADAIR, JR.  
CHAIRMAN  
JOHN W. BISHOP, JR.  
NICHOLAS W. FOGLIA  
DENNIS RIGOSU  
SEAN E. WARD  
ANGELO GAUDIO, P.E.  
EXECUTIVE DIRECTOR

July 1, 2020

Hon. Andrew Joyce  
Chairman  
Albany County Legislature  
112 State Street – Suite 710  
Albany, New York 12207

**Re: Dumpster Truck Purchase  
Onondaga County Bid #8996**

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting approval to purchase a new hook lift dumpster truck in the amount of \$149,619. The purchase is through an Onondaga County Bid and will replace an existing dumpster truck that was retired in 2019 due to an engine failure. Additionally, this new dumpster truck will be capable of handling larger dumpsters that are required to manage the additional screenings anticipated with the new mechanical bar screens that are scheduled to be installed at the South Plant as part of the City of Albany's Beaver Creek Floatables Control Project. The cost of this purchase is appropriated in the 2020 budget.

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

Sincerely,

Angelo Gaudio, P.E.  
Executive Director

cc: Dennis A. Feeney, Majority Leader  
Brandon Russell, Acting Majority Counsel  
Frank Mauriello, Minority Leader  
Arnīs Zilgme, Minority Counsel



Legislation Text

File #: TMP-1742, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Purchase of a new dumpster truck to replace the existing truck that was retired in 2019

Date: 7/1/2020  
Submitted By: Angelo Gaudio  
Department: Water Purification District  
Title: Executive Director  
Phone: 518-447-1624  
Department Rep: Angelo Gaudio  
Attending Meeting: Angelo Gaudio

**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):

Tracey Road Equipment

115 Railroad Avenue,

Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$ 149,619.00

Scope of Services: Supply new dumpster truck

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: G98130 22400.1000

Appropriation Amount: \$161,048; \$135,000 + 26,048 2019 encumbrance

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) NA

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)

Replacement of an existing dumpster truck that was retired in 2019. New dumpster truck will also be able to accommodate larger dumpsters that are needed manage the additional screening volumes that are anticipated from the new mechanical screens at the District South Plant.



# QUOTATION

115 Railroad Ave. Albany, N.Y. 12205

**TO:**

**Customer** Albany Co. Pure Water  
**Address** \_\_\_\_\_  
**City, State, Zip Code** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Phone Number** \_\_\_\_\_ **Fax Number** \_\_\_\_\_  
**Date of Quotation** 6/26/2020 **Quotation Price Good Through** \_\_\_\_\_  
**Salesman Name** Matt Brayman

Stock #	New or Used	Description	List Price
		<b>2021 Western Star 4700 SB 4x2 per attached spec.</b>	<b>\$109,747.00</b>
		<b>Galbreath U20-HK-120 Roll Off System per attached spec.</b>	<b>\$39,872.00</b>
			<b>\$149,619.00</b>
<b>Onondaga Co. Bid #8996</b>			
<b>F.O.B. Albany</b>			

<b>Description of Trade-In (Year, Make, Lienholder, Amount owed on unit, Gross Trade-in allowance)</b>	

<b>DETAILS OF PROPOSED TRANSACTION:</b> CASH PRICE _____ \$0 -TRADE-IN (see above) _____ \$0 NET PRICE _____ \$0 SALES TAX (if applicable) _____ \$0 WASTE TIRE TAX: _____ \$0 <b>TOTAL PRICE</b> _____ <b>\$0</b>	<b>TERMS AVAILABLE:</b> 12mos @ _____ = 24mos @ _____ = 36mos @ _____ = 48mos @ _____ = 60mos @ _____ =
--	--

*WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOU. I ASSURE YOU THAT YOUR ORDER WILL BE MOST APPRECIATED AND HANDLED IN A PROMPT AND CAREFUL MANNER. PLEASE FEEL FREE TO CALL ME WHEN I CAN BE OF SERVICE..*

\_\_\_\_\_  
Sales Representative Thank You



Prepared for:  
TYLER MASICK  
ALBANY CO WATER  
1 CANAL ROAD SOUTH  
ALBANY, NY 12204  
Phone: 518-447-1611

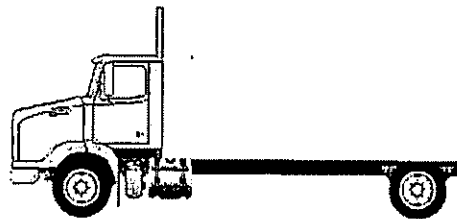
Prepared by:  
Brendan Geiss  
TRACEY ROAD EQUIPMENT,  
INC.  
6803 MANLIUS CENTER ROAD  
EAST SYRACUSE, NY 13057  
Phone:

*A proposal for*  
**ALBANY CO WATER**

*Prepared by*  
**TRACEY ROAD EQUIPMENT, INC.**  
*Brendan Geiss*

*Jun 25, 2020*

**Western Star 4700SB**



Components shown may not reflect all spec'd options and are not to scale.

Application Version 11.2.313  
Data Version PRL-20T.022  
ALBANY COUNTY PURE WATER



06/25/2020 5:01 PM

Page 1 of 16

Prepared for:  
 TYLER MASICK  
 ALBANY CO WATER  
 1 CANAL ROAD SOUTH  
 ALBANY, NY 12204  
 Phone: 518-447-1611

Prepared by:  
 Brendan Geiss  
 TRACEY ROAD EQUIPMENT,  
 INC.  
 6803 MANLIUS CENTER ROAD  
 EAST SYRACUSE, NY 13057  
 Phone:

## S P E C I F I C A T I O N P R O P O S A L

Description
<b>Price Level</b> WESTERN STAR 4700 PRL-20T (EFF:04/30/19)
<b>Data Version</b> SPECPRO21 DATA RELEASE VER 022
<b>Vehicle Configuration</b> 4700 SET-BACK FRONT AXLE CHASSIS 2021 MODEL YEAR SPECIFIED SET BACK AXLE - TRUCK STRAIGHT TRUCK PROVISION, NON-TOWING LH PRIMARY STEERING LOCATION
<b>General Service</b> TRUCK CONFIGURATION DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES) UTILITY/REPAIR/MAINTENANCE SERVICE GOVERNMENT BUSINESS SEGMENT DIRT/SAND/ROCK COMMODITY TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS MAXIMUM 8% EXPECTED GRADE MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE WESTERN STAR VOCATIONAL WARRANTY EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs EXPECTED REAR DRIVE AXLE(S) LOAD : 27120.0 lbs EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 43120.0 lbs

### Truck Service

Application Version 11.2.313  
 Data Version PRL-20T.022  
 ALBANY COUNTY PURE WATER



06/25/2020 5:01 PM

Page 2 of 16

Prepared for:  
TYLER MASICK  
ALBANY CO WATER  
1 CANAL ROAD SOUTH  
ALBANY, NY 12204  
Phone: 518-447-1611

Prepared by:  
Brendan Geiss  
TRACEY ROAD EQUIPMENT,  
INC.  
6803 MANLIUS CENTER ROAD  
EAST SYRACUSE, NY 13057  
Phone:

	Description
	FLATBED/PLATFORM BODY WITH LIFT/PULL DEVICE/CRANE
<b>Engine</b>	DETROIT DD13 12.8L 410 HP @ 1625 RPM, 1900 GOV RPM, 1550 LB/FT @ 975 RPM
<b>Electronic Parameters</b>	65 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT 5 MINUTES IDLE SHUTDOWN WITH CLUTCH AND SERVICE BRAKE OVERRIDE PTO MODE ENGINE RPM LIMIT - 1800 RPM PTO MODE RPM INCREMENT - 25 RPM ONE REMOTE PTO SPEED PTO SPEED 1 SETTING - 800 RPM SOFT CRUISE CONTROL ENABLED PTO MINIMUM RPM - 600 TEMPERATURE OVERRIDE BELOW 20 DEGREES AND ABOVE 70 DEGREES AMBIENT TEMPERATURE ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE
<b>Engine Equipment</b>	2016-2019 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION 2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR) STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL ONE PIECE VALVE COVER SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH Safety ELEMENT AND PASSIVE PRECLEANER DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE (3) DTNA GENUINE, AGM STARTING AND CYCLING, MIN 2190CCA, 570RC, THREADED STUD BATTERIES PASSENGER SEAT BATTERY BOX VENTED TO OUTSIDE OF CAB



Prepared for:  
TYLER MASICK  
ALBANY CO WATER  
1 CANAL ROAD SOUTH  
ALBANY, NY 12204  
Phone: 518-447-1611

Prepared by:  
Brendan Geiss  
TRACEY ROAD EQUIPMENT,  
INC.  
6803 MANLIUS CENTER ROAD  
EAST SYRACUSE, NY 13057  
Phone:

Description

BATTERY BOX MOUNTED UNDER PASSENGER SEAT  
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN  
PLASTIC BATTERY BOX COVER  
POSITIVE LOAD DISCONNECT WITH DASH MOUNTED CONTROL SWITCH  
LOW VOLTAGE BATTERY DISCONNECT AT 12.1 VOLTS FOR ISOLATED CIRCUITS WITH LOCAL ALARM  
BW MODEL BA-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE  
AIR COMPRESSOR DISCHARGE LINE  
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM  
JACOBS COMPRESSION BRAKE  
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE  
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH  
11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT  
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP  
13 GALLON DIESEL EXHAUST FLUID TANK  
100 PERCENT DIESEL EXHAUST FLUID FILL  
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING  
NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER  
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION  
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD  
HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE  
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED  
DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR



Prepared for:  
TYLER MASICK  
ALBANY CO WATER  
1 CANAL ROAD SOUTH  
ALBANY, NY 12204  
Phone: 518-447-1611

Prepared by:  
Brendan Geiss  
TRACEY ROAD EQUIPMENT,  
INC.  
6803 MANLIUS CENTER ROAD  
EAST SYRACUSE, NY 13057  
Phone:

**Description**

FULL FLOW OIL FILTER  
1500 SQUARE INCH ALUMINUM RADIATOR  
MOUNTING FOR FIREWALL MOUNTED SURGE  
TANK  
ANTIFREEZE TO -34F, OAT (NITRITE AND  
SILICATE FREE) EXTENDED LIFE COOLANT  
GATES BLUE STRIPE COOLANT HOSES OR  
EQUIVALENT  
CONSTANT TENSION HOSE CLAMPS FOR  
COOLANT HOSES  
HDEP FIXED RATIO COOLANT PUMP AND  
RADIATOR DRAIN VALVE  
STEEL LOWER RADIATOR AND OIL PAN  
GUARDS  
PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK  
HEATER  
PHILLIPS-TEMRO 300 WATT/115 VOLT OIL  
PREHEATER  
CHROME ENGINE HEATER RECEPTACLE  
MOUNTED UNDER LH DOOR WITH CURRENT  
SENSOR LIGHT  
ALUMINUM FLYWHEEL HOUSING  
MITSUBISHI 12V MOD 3.175-DP60 STARTER  
WITH INTEGRATED MAGNETIC SWITCH

**Transmission**

ALLISON 4500 RDS AUTOMATIC TRANSMISSION  
WITH PTO PROVISION

**Transmission Equipment**

ALLISON VOCATIONAL PACKAGE 223 -  
AVAILABLE ON 3000/4000 PRODUCT FAMILIES  
WITH VOCATIONAL MODELS RDS, HS, MH AND  
TRV

ALLISON VOCATIONAL RATING FOR ON/OFF  
HIGHWAY APPLICATIONS AVAILABLE WITH ALL  
PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1,  
START GEAR 1, HIGHEST GEAR 6, AVAILABLE  
FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1,  
START GEAR 1, HIGHEST GEAR 6, AVAILABLE  
FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY  
DTNA AND ALLISON, THIS DEFINED BY ENGINE  
AND VOCATIONAL USAGE



Prepared for:  
TYLER MASICK  
ALBANY CO WATER  
1 CANAL ROAD SOUTH  
ALBANY, NY 12204  
Phone: 518-447-1611

Prepared by:  
Brendan Geiss  
TRACEY ROAD EQUIPMENT,  
INC.  
6803 MANLIUS CENTER ROAD  
EAST SYRACUSE, NY 13057  
Phone:

---

**Description**

SECONDARY SHIFT SCHEDULE  
RECOMMENDED BY DTNA AND ALLISON, THIS  
DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY  
DTNA AND ALLISON, THIS DEFINED BY ENGINE  
AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY  
DTNA AND ALLISON, THIS DEFINED BY ENGINE  
AND VOCATIONAL USAGE

FUEL SENSE 2.0 DISABLED - PERFORMANCE -  
TABLE BASED

BODY LIGHTING POWER WIRED TO CUSTOMER  
INTERFACE CONNECTOR WITH SEPARATE &  
COMBO STOP/TURN

ELECTRONIC TRANSMISSION WIRING TO  
CUSTOMER INTERFACE CONNECTOR

CUSTOMER INSTALLED CHELSEA 280 SERIES  
PTO

PTO MOUNTING, LH SIDE OF MAIN  
TRANSMISSION

MAGNETIC PLUGS, ENGINE DRAIN,  
TRANSMISSION DRAIN, AXLE(S) FILL AND  
DRAIN

PUSH BUTTON ELECTRONIC SHIFT CONTROL,  
DASH MOUNTED

TRANSMISSION PROGNOSTICS - ENABLED 2013

WATER TO OIL TRANSMISSION COOLER,  
FRAME MOUNTED

TRANSMISSION OIL CHECK AND FILL WITH  
ELECTRONIC OIL LEVEL CHECK

SYNTHETIC TRANSMISSION FLUID (TES-295  
COMPLIANT)

**Front Axle and Equipment**

MFS-16-143A 16,000# FL1 71.5 INCH KPI/3.74  
INCH DROP SINGLE FRONT AXLE

MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT  
BRAKES, DOUBLE ANCHOR, FABRICATED  
SHOES

NON-ASBESTOS FRONT BRAKE LINING

CONMET CAST IRON FRONT BRAKE DRUMS

FRONT BRAKE DUST SHIELDS

FRONT OIL SEALS

VENTED FRONT HUB CAPS WITH WINDOW,  
CENTER AND SIDE PLUGS - OIL



Prepared for:  
TYLER MASICK  
ALBANY CO WATER  
1 CANAL ROAD SOUTH  
ALBANY, NY 12204  
Phone: 518-447-1611

Prepared by:  
Brendan Geiss  
TRACEY ROAD EQUIPMENT,  
INC.  
6803 MANLIUS CENTER ROAD  
EAST SYRACUSE, NY 13057  
Phone:

	Description
	STANDARD SPINDLE NUTS FOR ALL AXLES
	HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS
	STANDARD KING PIN BUSHINGS
	TRW TAS-85 POWER STEERING
	POWER STEERING PUMP
	2 QUART SEE THROUGH POWER STEERING RESERVOIR
	SYNTHETIC 40/50W FRONT AXLE LUBE
<b>Front Suspension</b>	16,000# TAPERLEAF FRONT SUSPENSION
	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
	FRONT SHOCK ABSORBERS
<b>Rear Axle and Equipment</b>	RS-30-185 30,000# U-SERIES SINGLE REAR AXLE
	4.30 REAR AXLE RATIO
	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
	MXL 18T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
	INDICATOR LIGHT FOR EACH DRIVER CONTROLLED TRACTION DEVICE SWITCH
	MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES
	NON-ASBESTOS REAR BRAKE LINING
	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)
	WEBB CAST IRON REAR BRAKE DRUMS
	REAR BRAKE DUST SHIELDS
	REAR OIL SEALS
	BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
	HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS



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	Description
	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
<b>Rear Suspension</b>	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD SPRING SUSPENSION - 1.50" AXLE SPACER STANDARD AXLE SEATS IN AXLE CLAMP GROUP FORE/AFT CONTROL RODS
<b>Brake System</b>	WABCO 4S/4M ABS REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES FIBER BRAID PARKING BRAKE HOSE STANDARD BRAKE SYSTEM VALVES RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER WABCO OIL COALESCING FILTER FOR AIR DRYER AIR DRYER FRAME MOUNTED STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION CLEAR FRAME RAILS 36 INCHES FROM BACK OF CAB OUTBOARD OF BOTH FRAME RAILS PULL CABLES ON ALL AIR RESERVOIR(S)
<b>Wheelbase &amp; Frame</b>	5350MM (211 INCH) WHEELBASE 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI 1900MM (75 INCH) REAR FRAME OVERHANG FRAME OVERHANG RANGE: 71 INCH TO 80 INCH CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 147.32 in CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 144.32 in CALC'D FRAME LENGTH - OVERALL : 315.55 FRAME HEIGHT TOP FRONT UNLADEN : 32.96 in





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 EAST SYRACUSE, NY 13057  
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	Description
	FRAME HEIGHT TOP FRONT LADEN : 30.54 in FRAME HEIGHT TOP REAR UNLADEN : 43.7 in FRAME HEIGHT TOP REAR LADEN : 40.73 in CALCULATED FRAME SPACE LH SIDE : 88.4 in CALCULATED FRAME SPACE RH SIDE : 221.32 in CALC'D SPACE AVAILABLE FOR DECKPLATE : 147.69 in SQUARE END OF FRAME STANDARD WEIGHT ENGINE CROSSMEMBER STANDARD CROSSMEMBER BACK OF TRANSMISSION STANDARD MIDSHIP #1 CROSSMEMBER(S) STANDARD REARMOST CROSSMEMBER STANDARD SUSPENSION CROSSMEMBER STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER
<b>Chassis Equipment</b>	14 INCH PAINTED STEEL BUMPER REMOVABLE FRONT TOW HOOKS STORED ON THE CHASSIS FRAME BUMPER MOUNTING FOR SINGLE LICENSE PLATE FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS GRADE 8 THREADED HEX HEADED FRAME FASTENERS EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
<b>Fuel Tanks</b>	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH 25 INCH DIAMETER FUEL TANK(S) PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS FUEL TANK(S) FORWARD PLAIN STEP FINISH FUEL TANK CAP(S) DAVCO 487 FUEL/WATER SEPARATOR WITH ESOC AND 12 VOLT PREHEATER EQUIFLO INBOARD FUEL SYSTEM



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	Description
	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
	NO FUEL COOLER
<b>Tires</b>	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES
<b>Hubs</b>	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS WEBB IRON REAR HUBS
<b>Wheels</b>	ACCURIDE 29300 22.5X9.00 10-HUB PILOT 6.38 INSET 5-HAND STEEL DISC FRONT WHEELS ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES
<b>Cab Exterior</b>	110 INCH BBC STEEL CONVENTIONAL CAB WESTERN STAR PAINTED ALUMINUM CAB SKIRT AIR CAB MOUNTS WITH CHECK VALVE RACEWAY WITHOUT MISCELLANEOUS CUSTOM CAB REQUIREMENTS NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE FRONT FENDERS 2 INCH FENDER EXTENSIONS LH AND RH EXTERIOR GRAB HANDLES WITH RUBBER INSERTS AND RH INTERIOR GRAB HANDLE MOUNTED TO A POST STATIONARY BRIGHT FINISH GRILLE CHROME HOOD MOUNTED AIR INTAKE GRILLE GALVANEALD STEEL SEVERE SERVICE CAB FIBERGLASS HOOD HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION



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Description

DUAL HADLEY SD-978 26 INCH RECTANGULAR  
AIR HORNS  
SINGLE ELECTRIC HORN  
DUAL HORN SHIELDS  
DOORS AND IGNITION KEYED THE SAME  
REAR LICENSE PLATE MOUNT END OF FRAME  
SWITCH, INDICATOR LIGHT AND WIRING FOR  
(2) CUSTOMER FURNISHED BEACONS  
SINGLE RECTANGULAR H4 HALOGEN  
HEADLIGHTS WITH BRIGHT BEZELS  
LED MARKER LAMPS  
HEADLIGHTS ON WITH WIPERS, WITH DAYTIME  
RUNNING LIGHTS  
INTEGRAL LED STOP/TAIL/BACKUP LIGHTS  
STANDARD FRONT TURN SIGNAL LAMPS  
DUAL WEST COAST STAINLESS STEEL HEATED  
MIRRORS WITH RH REMOTE  
DOOR MOUNTED MIRRORS  
102 INCH EQUIPMENT WIDTH  
LH AND RH SUREPLUS 574 8 INCH BRIGHT  
FINISH HEATED CONVEX MIRRORS WITH  
SEPARATE ADJUSTMENT, MOUNTED BELOW  
MIRROR  
RH DOWN VIEW MIRROR  
RH AND LH 8 INCH HEATED STAINLESS STEEL  
FENDER MOUNTED CONVEX MIRRORS WITH  
TRIPOD BRACKETS  
STANDARD SIDE/REAR REFLECTORS  
ELECTRIC DOOR LOCKS, MECHANICAL KEY  
TUMBLER  
RH AFTERTREATMENT SYSTEM CAB ACCESS  
WITH PLAIN DIAMOND PLATE COVER  
FIBERGLASS EXTERIOR SUN VISOR  
17.5X35 INCH TINTED REAR WINDOW  
TINTED DOOR GLASS  
RH AND LH ELECTRIC POWERED WINDOWS  
LOWER RH DOOR WINDOW WITH FRESNEL  
LENS  
2-PIECE ROPED-IN WINDSHIELD GASKET  
MOUNTED  
2 GALLON WINDSHIELD WASHER RESERVOIR  
WITH FLUID LEVEL INDICATOR, MOUNTED  
UNDER CAB, WITH REMOTE FILL



Prepared for:  
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1 CANAL ROAD SOUTH  
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TRACEY ROAD EQUIPMENT,  
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EAST SYRACUSE, NY 13057  
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Cab Interior	Description
	SMOKY MOUNTAIN GRAY VINYL PREMIUM INTERIOR
	BLACK HARD TRIM
	BASE LEFT HAND DOOR TRIM
	BASE RIGHT HAND DOOR TRIM
	BLACK MATS WITH SINGLE INSULATION
	ASH CUP AND LIGHTER
	FORWARD ROOF MOUNTED CONSOLE
	14"X7.75" DOCUMENT POUCH MOUNTED ON BACK WALL BETWEEN SEATS
	LH AND RH DOOR MAP POCKETS
	(2) COAT HOOKS ON BACKWALL OF CAB
	(1) DOUBLE CUP HOLDER WITH CELL PHONE HOLDER LH OR RH DASH
	TWO-TONE CHARCOAL UPPER/COOL GRAY LOWER SOFT TOUCH WING DASH WITH BLACK DRIVER SIDE COSMETIC UNDER DASH COVER
	5 LB. FIRE EXTINGUISHER
	HEATER, DEFROSTER AND AIR CONDITIONER WITH CONSTANT TEMPERATURE CONTROL AND COSMETIC COVER
	HVAC DUCTING WITH FOAM MAIN FRESH AIR FILTER
	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
	STANDARD HEATER PLUMBING
	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
	RADIATOR MOUNTED AIR CONDITIONER CONDENSER
	BINARY CONTROL, R-134A
	ADDITIONAL CAB SIDEWALL INSULATION
	AUTOMATIC SELF-RESET CIRCUIT BREAKERS/FUSES IN DASH POWER DISTRIBUTION BOXES AND FUSES IN AUXILIARY POWER DISTRIBUTION BOXES
	DOOR ACTIVATED DOME LIGHT, UNDER DASH LIGHT AND LH AND RH DOOR MOUNTED COURTESY LIGHTS
	LH AND RH ELECTRIC DOOR LOCKS
	(1) 12 VOLT POWER SUPPLY AND (2) USB PORTS MOUNTED IN DASH



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Description

TRIANGULAR REFLECTORS KIT WITHOUT  
FLARES SHIPPED LOOSE IN CAB  
PREMIUM HIGH BACK AIR SUSPENSION DRIVER  
SEAT WITH 3 CHAMBER AIR LUMBAR,  
INTEGRATED CUSHION EXTENSION, FORWARD  
AND REAR CUSHION TILT, ADJUSTABLE SHOCK  
ABSORBER  
BATTERY BOX MID BACK NON SUSPENSION  
PASSENGER SEAT  
DUAL DRIVER SEAT ARMRESTS, NO  
PASSENGER SEAT ARMRESTS  
BLACK MORDURA CLOTH DRIVER SEAT COVER  
BLACK MORDURA CLOTH PASSENGER SEAT  
COVER  
3 POINT DRIVER AND PASSENGER SEAT BELT  
RETRACTORS  
ADJUSTABLE TILT AND TELESCOPING  
STEERING COLUMN  
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED  
STEERING WHEEL WITH SWITCHES  
DRIVER AND PASSENGER INTERIOR SUN  
VISORS

Instruments & Controls

NON-ADJUSTABLE SUSPENDED PEDALS  
ELECTRONIC FOOT ACCELERATOR  
BRIGHT ARGENT FINISH GAUGE BEZELS  
BLACK VINYL DRIVER INSTRUMENT PANEL  
BLACK VINYL CENTER INSTRUMENT PANEL  
LOW AIR PRESSURE INDICATOR LIGHT AND  
AUDIBLE ALARM  
2 INCH PRIMARY AND SECONDARY AIR  
PRESSURE GAUGES  
FILTERMINDER DASH MOUNTED AIR  
RESTRICTION GAUGE  
97 DB BACKUP ALARM  
ELECTRONIC CRUISE CONTROL WITH  
CONTROLS ON STEERING WHEEL SPOKES  
KEY OPERATED IGNITION SWITCH AND  
INTEGRAL START POSITION; 4 POSITION  
OFF/RUN/START/ACCESSORY  
ICU4ME DRIVER MESSAGE CENTER WITH  
GRAPHICAL DISPLAY, BLACK FACE GAUGES,  
DIAGNOSTICS AND DATA LINKED



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Description

---

HEAVY DUTY ONBOARD DIAGNOSTICS  
INTERFACE CONNECTOR LOCATED BELOW LH  
DASH

2 INCH ELECTRIC FUEL GAUGE

FUEL FILTER RESTRICTION INDICATOR

EMISSIONS LIMITED IDLE ADJUST

CUSTOMER INTERFACE CONNECTOR LOCATED  
BETWEEN SEATS WITH BLUNTCUTS

ELECTRICAL ENGINE COOLANT TEMPERATURE  
GAUGE

ENGINE OIL TEMPERATURE GAUGE

2 INCH TRANSMISSION OIL TEMPERATURE  
GAUGE

ELECTRONIC OUTSIDE TEMPERATURE  
SENSOR DISPLAY IN DRIVER MESSAGE  
CENTER

(1) DASH MOUNTED PTO SWITCH WITH  
INDICATOR LAMP FOR CUSTOMER INSTALLED  
PTO

ELECTRIC ENGINE OIL PRESSURE GAUGE

AM/FM/WB WORLD TUNER RADIO WITH  
BLUETOOTH AND USB AND AUXILIARY INPUTS,  
J1939

ROOF/OVERHEAD CONSOLE MOUNTED RADIO

(4) RADIO SPEAKERS IN CAB

AM/FM ANTENNA MOUNTED ON RH FRONT A-  
PILLAR

POWER AND GROUND WIRING FOR CB RADIO  
IN OVERHEAD CONSOLE

ROOF/OVERHEAD CONSOLE CB RADIO  
PROVISION

MULTI-BAND AM/FM/WB/CB LH MIRROR  
MOUNTED ANTENNA SYSTEM

UHF/VHF RADIO POWER/GROUND HARNESS TO  
OVERHEAD INSTRUMENT PANEL

ELECTRONIC MPH SPEEDOMETER WITH  
SECONDARY KPH SCALE, WITH ODOMETER

STANDARD VEHICLE SPEED SENSOR WITH  
ADDITIONAL SIGNAL FOR CUSTOMER USE  
LOCATED BETWEEN DRIVER AND PASSENGER  
SEATS

ELECTRONIC 3000 RPM TACHOMETER

VT-HU CONNECTIVITY PLATFORM HARDWARE



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---

**Description**

2 YEARS DETROIT CONNECT BASE PACKAGE  
(VIRTUAL TECHNICIAN, DETROIT CONNECT  
PORTAL ACCESS) FOR VT-HU CONNECTIVITY  
PLATFORM

IDLE SHUTDOWN OVERRIDE, DDEC 5/6  
AMBIENT AIR TEMPERATURE SENSOR

FOUR EXTRA SWITCHES IN DASH

HARDWIRE SWITCH #1, ON/OFF LATCHING, 20  
AMPS IGNITION WIRED TO CUSTOMER  
INTERFACE CONNECTOR

HARDWIRE SWITCH #2, ON/OFF LATCHING, 20  
AMPS IGNITION WIRED TO CUSTOMER  
INTERFACE CONNECTOR

HARDWIRE SWITCH #3, ON/OFF LATCHING, 20  
AMPS IGNITION WIRED TO CUSTOMER  
INTERFACE CONNECTOR

HARDWIRE SWITCH #4, ON/OFF LATCHING, 20  
AMPS IGNITION WIRED TO CUSTOMER  
INTERFACE CONNECTOR

DIGITAL VOLTAGE DISPLAY INTEGRAL WITH  
DRIVER DISPLAY

SINGLE ELECTRIC WINDSHIELD WIPER MOTOR  
WITH DELAY

CAB/TRAILER MARKER LIGHT SWITCH WITH  
SEPARATE HEADLIGHT SWITCH WITH  
HEADLIGHT/MARKER LIGHT INTERRUPTER  
SWITCHES ON STEERING WHEEL

ONE VALVE PARKING BRAKE SYSTEM WITH  
WARNING INDICATOR

SELF CANCELING TURN SIGNAL SWITCH,  
HEADLAMP HIGH/LOW AND FLASH,  
WASH/WIPE/INTERMITTENT

PACIFIC INSIGHT ELECTRONIC FLASHER

**Design**

PAINT: ONE SOLID COLOR

**Color**

CAB COLOR A: L0006EY WHITE ELITE EY

CAB INTERIOR PAINTED SAME AS CAB COLOR  
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS  
PAINT

POWDER WHITE (N0006EA) FRONT  
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)

POWDER WHITE (N0006EA) REAR  
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)



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Description
BUMPER PAINTED SAME AS CHASSIS
SUNVISOR PAINTED SAME AS CAB COLOR A
<b>Certification / Compliance</b>
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
<b>Secondary Factory Options</b>
DEALER HAS BEEN ADVISED OF AND ACCEPTED RESPONSIBILITY FOR MODIFICATIONS DUE TO POSSIBLE PTO/CHASSIS INTERFERENCE
<b>Raw Performance Data</b>
CALC'D FRAME LENGTH - OVERALL : 315.55
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 144.32 in
CALC'D SPACE AVAILABLE FOR DECKPLATE : 147.69 in

(\*\*\*) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.





# CYNCON

Premier Municipal and Truck Equipment Since 1978

Tracey Road Equipment Albany  
115 Railroad Ave  
Albany NY 12205  
518.438.1100  
Matt Brayman  
[mbrayman@traceyroad.com](mailto:mbrayman@traceyroad.com)

June 25, 2020

Re: Albany County Water Purification District  
1 Canal Rd. South  
Albany NY 12204  
Angelo Gaudio  
518.447.1624

Cyncon Equipment is pleased to provide our quote for the following equipment:

<u>Description</u>	<u>Quote</u>
Galbreath U20-HK-120 Single Pivot Hook Lift Hoist with: 54" Hook, Inside Air Controls, Transmission Mounted PTO with Coupled Pump, Poly Fenders, LED Lights Recessed in Bumper, Rear Nylon Mounted on Suitable Cab/Chassis, Painted Black.	\$ 51,260.00
Aero Tarp System Installed	\$ 5,700.00
<b>Total List Price</b>	<b>\$ 56,960.00</b>
<b>Less 30% Discount per Onondaga County Bid</b>	<b>(\$ 17,088.00)</b>
<b>Total Net Price</b>	<b>\$ 39,872.00</b>

Chassis requirements for above hoist are 33,000 GVW, 128 CA.

Thank you for the opportunity to supply your equipment needs. As always,  
please contact me with any questions.

Best regards,

*Mike Kane*

Sales Representative

Cyncon Equipment, Inc. 7494 West Henrietta Road, Rush, New York 14543  
PH: 585-533-2500 FAX: 585-533-2501  
1-800-429-6266

**RESOLUTION NO. 246**

**AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC.  
REGARDING THE PURCHASE OF A 2021 WESTERN STAR 4700  
DUMPSTER TRUCK**

Introduced: 8/10/20

By Public Works Committee:

WHEREAS, The Executive Director of the Water Purification District has requested authorization for the purchase and delivery of a new 2021 Western Star 4700 dumpster truck to accommodate larger dumpsters that are needed to manage new requirements for the City of Albany's Beaver Creek Floatables Control Project in the amount of \$146,619, and

WHEREAS, The District, through the County Purchasing Agent, using the Onondaga County Request for Bids has recommended Tracey Road Equipment, Inc. for the purchase and delivery of a 2021 Western Star 4700 dumpster truck and any warranty work, service and parts for the vehicle, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Tracey Road Equipment, Inc., Albany, NY, 12205 in an amount not to exceed \$149,619 regarding the purchase and delivery of a 2021 Western Star 4700 dumpster truck and any warranty work, service and parts for the vehicle, 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

July 7, 2020

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:

Albany County Department of Social Services (DSS) is requesting permission to apply for funding from the U.S. Department of Agriculture Food and Nutrition Service for a 2020 SNAP Process and Technology Improvement Grant for funding for a SNAP Centralized Call Center with Interactive Voice Response Technology.

DSS requests approval for submission of a grant application for a \$856,403 federal grant which will cover staff salaries and fringe to hire five new staff for two years, the purchase of a call center phone system, call center data collection software and necessary user licenses, and essential furniture needed to establish the call center. Establishment of the call center will provide significant efficiencies in the processing of SNAP cases, and will allow us to develop new SNAP work processes, resulting in an enhanced level of customer service to the individuals we serve.

Sincerely,

Michele G. McClave  
Commissioner

cc: Dennis A. Feeney, Majority Leader  
Frank A. Mauriello, Minority Leader  
Brandon Russell, Deputy Majority Counsel  
Minority Counsel



Legislation Text

File #: TMP-1721, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for Social Services

Date: 6/25/2020  
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)

**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 6/15/2020

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

NOTE: Due to time constraints the grant has been submitted

**Contract Terms/Conditions:**

**Party (Name/address):**

NYS OTDA, SNAP Bureau Bonus Award Plan  
40 North Pearl Street, 11C  
Albany, NY 12243

**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: 100%

State:

County:

Local:

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)

Albany County Department of Social Services (DSS) is requesting permission to apply for a USDA 2020 SNAP Process and Technology Improvement Grant for funding for a SNAP Centralized Call Center with Interactive Voice Response Technology.

Albany County receives approximately 25,000 SNAP calls annually. Our staffing levels are such that we are not able to address the high volume of calls we receive each day. This delay in returning calls or inability to return a call at all further increases the number of duplicate calls and creates unnecessary traffic in our Reception Area. The volume of calls and in-person visits to have questions answered and conduct interviews, takes staff away from processing applications in a timely and efficient manner.

In order to improve our overall workflow, increase our ability to respond to calls, and better meet the needs of the individuals we serve, we have determined that establishing a SNAP Centralized Call Center with the addition of five dedicated staff and the implementation of technology, software and training would help us achieve this important goal. This SNAP Centralized Call Center will also promote efficiencies in making case changes immediately when a call is received and meeting case processing requirements in a timely manner.

DSS is requesting \$856,403 from the USDA SNAP Process and Technology Improvement Grant, which will cover staff salaries and fringe to hire five new staff for the first two years of the grant, the purchase of a call center phone system, call center data collection software and necessary user licenses, and essential furniture needed to establish the call center. Although the initial establishment of this call center is costly, Albany County is committed to the ongoing costs of staff, fringe and technology software and licenses, as well as developing a system that significantly improves our SNAP work processes and provides an enhanced level of customer service to the individuals we serve. We expect less "churn" of clients calling multiple times or visiting the DSS Reception area unnecessarily when most issues can be handled over

the phone for SNAP.



## Office of Temporary and Disability Assistance

ANDREW M. CUOMO  
Governor

MICHAEL P. HEIN  
Commissioner

BARBARA C. GUINN  
Executive Deputy Commissioner

June 11, 2020

Ms. Michele McClave  
Commissioner  
Albany County Department of Social Services  
162 Washington Avenue  
Albany, New York 12210

Dear Commissioner McClave:

This letter is to provide the New York State Office of Temporary and Disability Assistance's (OTDA's) acknowledgement and support for the Albany County Department of Social Services (ACDSS) proposal to apply for a Supplemental Nutrition Assistance Program (SNAP) Process and Technology Improvement Grant.

ACDSS is requesting an approximately \$800,000 grant to develop and implement a SNAP Call Center to handle incoming client phone calls, provide current case information, and perform functions needed to address client requests.

OTDA fully supports ACDSS's proposed use of grant funding, which will improve efficiencies and enhance customer service. If you wish to discuss further, please contact Tom Hedderman or Wendy Demarco at (518) 473-1469.

Sincerely,

Michael P. Hein  
Commissioner

cc: Kimberly Shields  
Jeffrey Gaskell  
Tom Hedderman  
Wendy Demarco



RESOLUTION NO. 247

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REGARDING THE 2020 SNAP PROCESS AND TECHNOLOGY IMPROVEMENT GRANT FOR IMPLEMENTATION OF A CENTRALIZED CALL CENTER

Introduced: 8/10/20  
By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to submit a 2020 SNAP Process and Technology Improvement Grant application to the United States Department of Agriculture (USDA) in the amount of \$856,403 in grant funding for the implementation of a SNAP Centralized Call Center with Interactive Voice Response Technology, and

WHEREAS, The Commissioner has indicated the grant funding will cover the cost of five new staff salaries and fringe for two years, the implementation of a call center phone system, call center data collection software and necessary user licenses, and essential furniture needed to establish the call center, and

WHEREAS, The Commissioner has also indicated that the call center will provide significant efficiencies in the processing of SNAP cases, and will allow the department to develop new SNAP work processes, resulting in an enhanced level of customer service to SNAP recipients and applicants, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application from funding with the USDA, in the amount of \$856,403 regarding the cost of five new staff salaries and fringe for two years, the implementation of a SNAP Centralized Call Center phone system, call center data collection software and necessary user licenses, and essential furniture needed to establish the call center, and, be it further

RESOLVED, That the County Attorney is authorized to approve said 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  
  
DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES  
112 STATE STREET – SUITE 300  
ALBANY, NEW YORK 12207  
(518) 447-7324 - FAX (518) 447-7578  
www.albanycounty.com

MOIRA E. MANNING  
COMMISSIONER  
  
NICOLE WARD  
DEPUTY COMMISSIONER

June 29, 2020

Hon. Andrew C. Joyce, Chairman  
Albany County Legislature  
112 State St., Rm. 710  
Albany, NY 12207

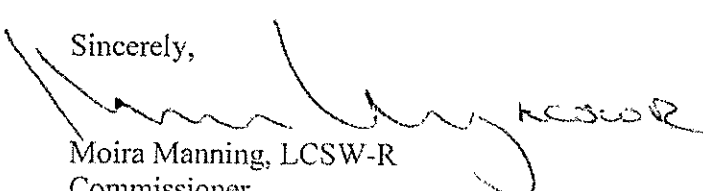
Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter a contractual agreement for Transportation Providers for Children with Special Needs who travel to Special Education and Therapy Programs.

The requested agreement is for six distinct transportation zones for a maximum total cost of \$3,883,354.00 for the term of September 1, 2020 – August 31, 2021. The six zones have been awarded to Rejha Group L.L.C. and the cost of these contracts are reimbursed by NYS Ed at a rate of 59.5%

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,



Moira Manning, LCSW-R  
Commissioner

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



Legislation Text

File #: TMP-1724, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**  
Contract Authorization with Rejha Group L.L.C. for DCYF Transportation of Children with Special Needs

Date:	June 26, 2020
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

**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):**

Rejha Group L.L.C.  
23 Railroad Avenue  
Albany, NY 12205

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$3,883,354.00  
Scope of Services: Transportation of Children with Special Needs

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: NYS Education Law 4410/NYS Public Health  
Law Title 11-A  
Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:

Revenue Account and Line: AA 2960 4 03277  
Revenue Amount: \$2,291,178.00

Appropriation Account and Line: AA 2960 44038  
Appropriation Amount: \$3,883,354.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: 59%  
County: 41%  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 9/1/2020 - 8/31/2021  
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: 19-330; 18-351; 17-228; 16-277; 15-311; 14-227  
Date of Adoption: 8/12/19; 8/13/18; 6/12/17; 7/11/16; 8/24/15; 6/9/14

Justification: (state briefly why legislative action is requested)

Please see attached

**Department for Children, Youth and Families**  
**Backup Material for Transportation Renewal Contract Authorization with Rejha Group L.L.C. for Children with Special Needs Who Travel to Special Education and Therapy Programs**

The Department for Children, Youth and Families is requesting that the Albany County Legislature authorize the County to enter into an agreement with Rejha Group L.L.C., for transportation services for children with special needs. Contracts for transportation services are divided into zones based on program locations. There are six unique zones.. The contract term of all six contracts will run from September 1, 2020 to August 1, 2021. This is the second and final renewal option for this contract.

Due to the COVID-19, forecasting the future payments for this contract remains unclear. It was decided to use the payments for the previous time period with no additional adjustments. The total funding for all zones included in this requested contract is not to exceed \$3,883,354.00

Transportation of children with special needs to special education and therapy services, as recommended by the individual education/family service plan approved by the child's school district or by the Early Intervention Official, is mandated by New York State law.

Given the varying fluctuations in the fuel market, proposing vendors need to anticipate any potential increases in fuel costs so that they are not inadvertently penalized for swings in the fuel market. This puts the County in a vulnerable situation; requiring it to pay for costs that may not actually be incurred assuming a stabilized fuel market. In order to better safeguard the County financially, the Department, with assistance from the County's Purchasing Department, have structured the bids with a fuel escalation/de-escalation clause. This language provides a safety valve for both the County and the transportation provider so that the effect on either entity's bottom line is minimized in the event(s) of changes in the fuel commodity market.

The costs associated with transportation are reimbursed by the State at a rate of 59.5% after subtracting out any reimbursement received from Medicaid. All contracts will be reviewed and approved by the County Attorney's Office as to form and content prior to execution.

**Zone #1—not to exceed \$453,908.00**  
 Rejha Group L.L.C  
 23 Railroad Avenue  
 Albany, NY 12205

**Zone #4 – not to exceed \$849,624.00**  
 Rejha Group L.L.C  
 23 Railroad Avenue  
 Albany, NY 12205

**Zone #2 - not to exceed \$323,180.00**  
 Rejha Group L.L.C  
 23 Railroad Avenue  
 Albany, NY 12205

**Zone #5 – not to exceed \$492,061.00**  
 Rejha Group L.L.C  
 23 Railroad Avenue  
 Albany, NY 12205

**Zone #3 – not to exceed \$852,405.00**  
 Rejha Group L.L.C  
 23 Railroad Avenue  
 Albany, NY 12205

**Zone #6--not to exceed \$912,176.00**  
 Rejha Group L.L.C  
 23 Railroad Avenue  
 Albany, NY 12205

June 2018 - May 2019 Transportation Payments

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Total
June	\$35,160.80	\$23,994.88	\$89,099.50	\$57,946.44	\$56,565.00	\$72,033.76	\$334,800.38
July	\$49,088.30	\$22,023.76	\$84,057.31	\$59,984.46	\$44,484.75	\$72,422.67	\$332,061.25
August	\$33,492.55	\$16,841.70	\$62,783.28	\$41,647.32	\$36,472.50	\$52,832.23	\$244,069.58
September	\$31,727.70	\$22,181.92	\$57,831.42	\$69,893.85	\$37,004.55	\$69,327.83	\$287,967.27
October	\$37,373.10	\$30,362.64	\$75,198.09	\$88,200.35	\$44,420.66	\$83,776.57	\$359,331.41
November	\$32,085.23	\$24,177.10	\$68,786.93	\$69,158.15	\$33,199.54	\$73,571.26	\$300,978.21
December	\$29,765.05	\$25,689.75	\$56,475.41	\$61,017.75	\$26,513.25	\$62,555.21	\$262,016.42
January	\$43,666.25	\$34,943.06	\$80,682.94	\$83,910.45	\$37,916.55	\$95,111.31	\$376,230.56
February	\$31,427.70	\$21,874.39	\$55,685.35	\$60,671.40	\$26,007.52	\$67,241.16	\$262,907.52
March	\$44,963.84	\$36,490.65	\$78,789.55	\$86,984.60	\$49,095.76	\$94,466.46	\$390,790.86
April	\$36,318.06	\$29,182.52	\$61,474.24	\$70,541.20	\$41,257.74	\$74,029.44	\$312,803.20
May	\$48,839.14	\$35,418.06	\$81,541.28	\$99,668.20	\$59,123.24	\$94,808.28	\$419,398.20
Total	\$453,907.72	\$323,180.43	\$852,405.30	\$849,624.17	\$492,061.06	\$912,176.18	\$3,883,354.86

RESOLUTION NO. 330

AUTHORIZING AGREEMENTS REGARDING TRANSPORTATION FOR CHILDREN WITH SPECIAL NEEDS TO EDUCATION AND THERAPY PROGRAMS

Introduced: 8/12/19

By Social Services Committee:

WHEREAS, The Commissioner of the Albany County Department for Children, Youth and Families has requested authorization to enter into agreements, the first optional one year renewal, with Rejha Group LLC regarding transportation of children with special needs to education and therapy programs in all six transportation zones for the term commencing September 1, 2019 and ending August 31, 2020, with one additional one-year option to renew, and

WHEREAS, The County Department for Children, Youth and Families is required to provide appropriate transportation services for children who have been evaluated and found to have special needs related to special education and therapy programs assigned by school district-based committees, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with Rejha Group LLC, Albany, NY 12205 regarding transportation of children with special needs to education and therapy programs for the term commencing September 1, 2019 and ending August 31, 2020, for the following six district transportation zones:

Zone #1 Not to exceed \$467,525

Zone #4 Not to exceed \$875,113

Zone #2 Not to exceed \$332,876

Zone #5 Not to exceed \$506,823

Zone #3 Not to exceed \$877,978

Zone #6 Not to exceed \$939,542

and, be it further

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

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

*Adopted by unanimous vote - 8/12/19*



RESOLUTION NO. 248

**AUTHORIZING AN AGREEMENT REGARDING TRANSPORTATION FOR CHILDREN WITH SPECIAL NEEDS TO EDUCATION AND THERAPY PROGRAMS**

Introduced: 8/10/20  
By Social Services Committee:

WHEREAS, The Department for Children, Youth and Families is required to provide appropriate transportation services for children who have been evaluated and found to have special needs related to special education and therapy programs assigned by school district-based committees, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Rejha Group LLC regarding transportation of children with special needs to education and therapy programs in all six transportation zones for the term commencing September 1, 2020 and ending August 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Rejha Group LLC, Albany, NY 12205 regarding transportation of children with special needs to education and therapy programs for the term commencing September 1, 2020 and ending August 31, 2021, for the following six district transportation zones:

Zone #1 Not to exceed \$453,908	Zone #4 Not to exceed \$849,624
Zone #2 Not to exceed \$323,180	Zone #5 Not to exceed \$492,061
Zone #3 Not to exceed \$852,405	Zone #6 Not to exceed \$912,176

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.



COUNTY OF ALBANY  
 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES  
 112 STATE STREET SUITE 300  
 ALBANY, NEW YORK 12207  
 (518) 447-7324 - FAX (518) 447-7578  
 www.albanycounty.com

DANIEL P. MCCOY  
 COUNTY EXECUTIVE

DANIEL C. LYNCH  
 DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING  
 COMMISSIONER

NICOLE WARD  
 DEPUTY COMMISSIONER

June 29, 2020

Hon. Andrew C. Joyce, Chairman  
 Albany County Legislature  
 112 State St., Rm. 710  
 Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to amend the 2020 Albany County Budget by increasing the Secure Detention line for an agreement with Capital District Youth Center, as per an amendment of the billing and payment procedures by the New York State Office of Children and Family Services (NYS OCFS).

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R  
 Commissioner

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



Legislation Text

File #: TMP-1697, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Budget for the Provision of Secure Detention Services at Capital District Youth Center, Inc.

Date: June 25, 2020  
Submitted By: Scott McNelis  
Department: Children, Youth and Families  
Title: Contract Administrator  
Phone: 7306  
Department Rep.  
Attending Meeting: Moira Manning, Commissioner

**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

---

**File #: TMP-1697, Version: 1**

---

Increase Account/Line No.: AA 6119 4 4402 000  
Source of Funds: CDYCI, NYSED  
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: NYS Education Law Section 4410; NYS Public Health Law Title 11-A  
Article 25  
Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

**County Budget Accounts:**

Revenue Account and Line: AA 6119 0 3619 000  
Revenue Amount: 2276992.68

Appropriation Account and Line: AA 6119 0 3619 000  
Appropriation Amount: 2276992.68

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: 59.5%  
County: Click or tap here to enter text.  
Local: 40.5%

Term

Term: (Start and end date) 1/1/2020 - 12/31/2020  
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: 12-195; 13-144; 14-227; 15-478; 16-559; 19-472  
Date of Adoption: 6/11/12; 5/13/13; 6/9/14, 11/9/15; 12/5/16; 11/12/19

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

Please see attached

**Department for Children, Youth and Families**

**Back Up Material for Amending the 2020 Albany County Budget for Secure Detention at  
Capital District Youth Center, Inc.**

The Department for Children, Youth and Families is seeking legislative authorization to amend the 2020 Albany County Adopted Budget by increasing the secure detention line by \$2,276,993.

Currently, as per Resolution 472 approved 11/12/19, the county is in a contractual agreement with Capital District Youth Center, Inc. (CDYCI) for the provision of secure detention beds and services for court ordered Juvenile Delinquents and Juvenile Offenders. CDYCI is the non-profit-corporation that operates and manages the secure detention facility located in Albany County on behalf of four consortium member counties; Albany, Rensselaer, Schenectady, and Saratoga counties.

The New York State Office of Children and Family Services (NYS OCFS) amended the billing and payment process in regards to the secure detention facility. Prior to 2020, CDYCI was able to bill all counties directly for usage. Beginning with 2020, CDYCI is only able to bill consortium counties for usage. All non-consortium county usage must be billed to the home county, with NYS OCFS providing 100% reimbursement for these expenses to the county. OCFS will then bill each non-consortium county for their costs. Our current contractual agreement made as of January 1, 2020 reflects this change.

In order to provide payment to CDYCI for the out of consortium placements, the Department is requesting this budget amendment of \$2,276,993 for these new costs. This additional funding request will be 100% reimbursed by NYS OCFS.

Estimated with Albany Claiming Out of County Youth

	SD Home County	SD Out of County	SSD Home County	SSD County of County	Est Total Quarterly	Est Annual	% of Total Annual Costs
Albany	\$184,772	\$217,108	\$56,204	\$352,140	\$810,224	\$3,240,895	73%
Rensselaer	\$51,663		\$90,897		\$142,561	\$570,242	13%
Saratoga	\$8,023		\$23,939		\$31,962	\$127,846	3%
Schenectady	\$92,629		\$25,326		\$117,956	\$471,823	11%
					\$1,102,702	\$4,410,806	

Out of County Annual Total \$2,276,993

## APPROPRIATIONS

ACCOUNT I	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4402 000	Secure Detention	2,276,993	0		DCYF
	TOTAL APPROPRIATIONS	2,276,993	0		

## ESTIMATED REVENUES

ACCOUNT I	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3619 000	Foster Care	0	2,276,993		DCYF
	TOTAL ESTIMATED REVENUES	0	2,276,993		
	GRAND TOTALS	2,276,993	2,276,993		

## RESOLUTION NO. 472

AUTHORIZING A LEASE AGREEMENT WITH THE CAPITAL DISTRICT  
YOUTH CENTER, INC. REGARDING THE CAPITAL DISTRICT JUVENILE  
SECURE DETENTION FACILITY

Introduced: 11/12/19  
By Law Committee:

WHEREAS, Pursuant to Article 3 of the Family Court Act of the State of New York, as well as the recently enacted Raise the Age legislation, it is the County's duty and responsibility to provide secure detention services for juvenile delinquents who are under court orders, and

WHEREAS, Through a lease agreement dated February 1, 1997, the County of Albany, as landlord, and CDYCI, as tenant, entered into a ground lease whereby CDYCI leased the land from Albany County to enable CDYCI to undertake the regional juvenile detention facility project, and

WHEREAS, Pursuant to Resolution No. 207 for 2016, the County of Albany authorized an amended ground lease agreement with CDYCI, and

WHEREAS, CDYCI and the County of Albany entered into a first amendment to the ground lease (the "Master Lease") dated February 10, 2017 for the lease of both the land and detention facility with a term commencing January 1, 2017 and ending December 31, 2017, and

WHEREAS, Pursuant to a consent to renew the Master Lease, the term of the Master Lease was extended through December 31, 2018, and

WHEREAS, CDYCI and the County of Albany entered into an amended and restated Master Lease dated January 1, 2019 with a term commencing January 1, 2019 and ending December 31, 2019, and

WHEREAS, The Albany County Executive has indicated that CDYCI and the County of Albany desire to supersede and replace the Master Lease, as amended, with a new lease agreement, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement with CDYCI regarding the regional juvenile detention facility for a term commencing January 1, 2020 and ending December 31, 2024 and, be it further



**AGREEMENT FOR THE USE AND OPERATION  
OF A REGIONAL JUVENILE DETENTION FACILITY  
(the "Capital District Juvenile Secure Detention Facility")**

**THIS AGREEMENT** made as of the 1<sup>st</sup> day of January, 2020 by and among the CAPITAL DISTRICT YOUTH CENTER, INC., a Not-for-Profit corporation organized and existing under the laws of the State of New York having a principal office located at One Park Place, Albany, New York 12205 ("CDYCI"), the COUNTY OF ALBANY ("ALBANY COUNTY"), having an office at the Albany County Office Building, 112 State Street, Albany, New York 12207, the COUNTY OF RENSSELAER ("RENSSELAER COUNTY"), having an office at the County Office Building, 1600 Seventh Avenue, Troy, New York 12180, the COUNTY OF SARATOGA ("SARATOGA COUNTY"), having an office at the Saratoga County Municipal Center, 40 McMaster Street, Ballston Spa, New York 12020, and the COUNTY OF SCHENECTADY ("SCHENECTADY COUNTY"), having an office at the County Office Building, 620 State Street, Schenectady, New York 12307. ALBANY COUNTY, RENSSELAER COUNTY, SARATOGA COUNTY and SCHENECTADY COUNTY collectively referred to herein as the "COUNTIES". CDYCI and Counties are collectively referred to herein as the "Parties".

**WITNESSETH:**

WHEREAS, the Counties had recognized a need in the Capital District for access to a secure detention facility for Juvenile Delinquents as defined in the NYS Family Court Act ("JD") and Juvenile Offenders as defined in the NYS Criminal Procedure Law ("JO"); and

WHEREAS, with assistance of the Capital District Regional Planning Commission, the Counties had determined that acquisition, construction and equipping of such a facility in the Capital District would be efficient only if financed, constructed and operated on a joint and regional basis; and

WHEREAS, by Resolution No. 292 adopted by the County Legislature of Albany County on September 9, 1996, Albany County approved the creation of CDYCI, a non-profit-corporation to acquire, construct, equip, finance, operate and manage a regional juvenile secure detention facility on behalf of the Counties; and

WHEREAS, pursuant to Article 5-G of the New York General Municipal Law, which authorizes municipal corporations to perform their functions, duties and powers on a cooperative basis with other municipal corporations pursuant to municipal cooperation agreements, the Counties entered into such an agreement dated February 1, 1997 with a term commencing February 13, 1997 through and including January 31, 2002 (the "Cooperative Agreement"); and

WHEREAS, pursuant to and in accordance with the Cooperative Agreement, the Counties agreed to cooperate with the formation and operations of CDYCI and for the sharing of the expenses related thereto; and

WHEREAS, pursuant to and in accordance with the Cooperative Agreement and CDYCI's certificate of incorporation, CDYCI must have nine members with two members being appointed by Albany County, one member being appointed by Rensselaer, Saratoga and Schenectady counties, and the balance of the members being appointed by the Capital District Regional Planning Commission; and

WHEREAS, CDYCI, by resolution adopted on February 6, 1997 issued bonds (the "Bonds") in the aggregate principal amount of \$5,070,000 for the purpose of financing a project (the "Project") consisting of constructing and equipping a regional juvenile secure detention facility known as the Capital District Juvenile Secure Detention Facility (the "Detention Facility") upon land owned by Albany County and located at 838 Albany-Shaker Road, Albany, New York (the "Land"); and

WHEREAS, on February 1, 1997, Albany County, as landlord, and CDYCI, as tenant, entered a ground lease whereby CDYCI leased the Land from Albany County to enable CDYCI to undertake the Project described above (the "Ground Lease"); and

WHEREAS, to provide a source of repayment for the Bonds, the Detention Facility was leased by CDYCI, as landlord, to (A) Albany County pursuant to a lease agreement dated as of February 1, 1997 (the "Albany Lease"), (B) Rensselaer County pursuant to a lease agreement dated as of February 1, 1997 (the "Rensselaer Lease"), (C) Saratoga County pursuant to a lease agreement dated as of February 1, 1997 (the "Saratoga Lease") and (D) Schenectady County pursuant to a lease agreement dated as of February 1, 1997 (the "Schenectady Lease") (the Albany Lease, the Rensselaer Lease, the Saratoga Lease and the Schenectady Lease, as have been amended from time to time, are hereinafter collectively referred to as the "Leases"); and

WHEREAS, to provide for the receipt of secured juvenile detention services at the Detention Facility, the Counties entered into agreements with CDYCI (the "Use Agreements") setting forth the terms and conditions of such use and services, including the preferred rights to use certain beds based upon the number of beds leased pursuant to the Leases; and

WHEREAS, to provide for the day-to-day operation, staffing and management of the Detention Facility, CDYCI contracted with a not-for-profit independent contractor (the "Operator"); and

WHEREAS, on February 10, 2017 the Bonds to construct the Project were discharged and pursuant to § 4.4 of the Cooperative Agreement, fee title to the Detention Facility was conveyed by CDYCI to Albany County without consideration and all Leases, including the Ground Lease, management contracts and other encumbrances automatically terminated on the date of such discharge; and

WHEREAS, notwithstanding the automatic transfer of title in the Detention Facility to Albany County, the Counties desired to maintain CDYCI's role in the administration, management and operation of the Detention Facility on behalf of the Counties in accordance

with Article 5-G of the NYS General Municipal Law and Section 218-a of NYS County Law; and

WHEREAS, Albany County and CDYCI entered into a First Amendment to Ground Lease dated February 10, 2017, referred to therein as the "Master Lease", for CDYCI's lease of the Land and Detention Facility from Albany County (the "Master Lease"); and

WHEREAS, to provide a source of revenue in the event expenses exceed operating income from the Use Agreements, the Counties and CDYCI entered into a First Amendment to the Leases dated February 10, 2017, for the lease of premises (i.e. beds) within the Detention Facility; and

WHEREAS, the Counties and CDYCI entered into a new Use Agreement dated December 1, 2017 for the Counties' use of secured detention services at the Detention Facility; and

WHEREAS, Chapter 59 of the Laws of 2017, Part WWW, raised the age of juvenile jurisdiction to include 16 and 17 year olds, commonly known as Raise the Age (hereinafter "Raise the Age"), that requires, among other things, Specialized Secured Detention Facilities for Adolescent Offenders, as defined therein; and

WHEREAS, the Counties continue to desire to utilize the Detention Facility for its eligible JDs, JOs and Adolescent Offenders as defined in the NYS Criminal Procedure Law ("AO", and collectively with JD and JO, "Youth"); and

WHEREAS, the New York State Office of Children and Family Services ("OCFS") has certified the Detention Facility as a secured detention facility ("SD") and, OCFS and the New York State Commission of Correction ("SCOC") has certified the Detention Facility as a specialized secured detention facility ("SSD"), which is co-administered with the Albany County Sheriff; and

WHEREAS, the Counties and CDYCI entered into amended Leases and Use Agreements dated as of October 1, 2018, as further amended, to implement Raise the Age; and

WHEREAS, with the implementation of Raise the Age, OCFS is requiring certain changes to the process for how the Counties will fund and be reimbursed for costs related to secure detention and specialized secure detention care for Youth; and

WHEREAS, the Counties and CDYCI hereby desire to implement such billing and claiming modifications required by OCFS and to consolidate and simplify the contractual relationships between and among CDYCI and the Counties for the use and operation of the Detention Facility on a joint and regional basis within the spirit of the Cooperative Agreement; and

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed in its corporate name by its duly authorized officer, each as of the date first above written.

**CAPITAL DISTRICT YOUTH CENTER INC.**

BY: Lucille McKnight

NAME: Lucille McKnight

TITLE: President

DATE: 12/18/19

**COUNTY OF ALBANY**

BY: Daniel P. McCoy

NAME: Daniel P. McCoy

TITLE: Albany County Executive

DATE: February 7, 2020

**COUNTY OF RENSSELAER**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**COUNTY OF SARATOGA**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**COUNTY OF SCHENECTADY**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT A  
PARTICIPATING COUNTY RESERVED BEDS

<u>COUNTY</u>	<u>JD/JO</u>	<u>AO</u>	<u>TOTAL</u>	<u>PERCENTAGE</u>
ALBANY	4.5	7.5	12	54%
RENSSELAER	1.0	2.0	3.0	14%
SARATOGA	1.0	1.0	2.0	9%
SCHENECTADY	<u>3.0</u>	<u>2.0</u>	<u>5.0</u>	<u>23%</u>
	9.5	12.5	22	100%

**EXHIBIT D**  
**NON-CARE RTA COSTS ALLOCATION**

<u>COUNTY</u>	<u>AO</u>	
ALBANY	7.5	60%
RENSSELAER	2.0	16%
SARATOGA	1.0	8%
SCHENECTADY	<u>2.0</u>	<u>16%</u>
TOTAL	12.5	100%

**RESOLUTION NO. 249**

**AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: SECURE DETENTION FACILITY**

Introduced: 8/10/20  
By Social Services Committee:

WHEREAS, By Resolution No. 472 for 2019, this Honorable Body authorized a lease agreement with the Capital District Youth Center, Inc. (CDYCI) regarding the regional juvenile detention facility for a term commencing January 1, 2020 and ending December 31, 2024, and

WHEREAS, Due to New York State Office of Children and Family Services (OCFS) amended billing and process procedures in regards to secure detention non-consortium placements, beginning in 2020, all non-consortium county usage must be billed to Albany County as the home county, with OCFS subsequently providing 100% reimbursement for those expenses to Albany County, and

WHEREAS, The Commissioner has indicated that an increase to its Secure Detention line is necessary to pay CDYCI for those non-consortium placements of court ordered Juvenile Delinquents and Juvenile Offenders from all four of the member Counties, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to amend the 2020 DCYF Budget by increasing its Secure Detention line in the amount of \$2,276,993, now, therefore be it

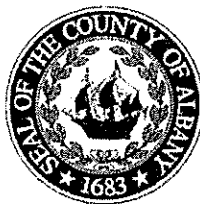
RESOLVED, By the Albany County Legislature that the 2020 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3619 Foster Care by \$2,276,993

Increase Appropriation Account A6119.4 by \$2,276,993 by increasing line item A6119 4 4402 Secure Detention by \$2,276,993

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.



COUNTY OF ALBANY  
 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES  
 112 STATE STREET & SUITE 300  
 ALBANY, NEW YORK 12207  
 (518) 447-7324 - FAX (518) 447-7578  
 www.albanycounty.com

DANIEL P. MCCOY  
 COUNTY EXECUTIVE

DANIEL C. LYNCH  
 DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING  
 COMMISSIONER

NICOLE WARD  
 DEPUTY COMMISSIONER

June 29, 2020

Hon. Andrew C. Joyce, Chairman  
 Albany County Legislature  
 112 State St., Rm. 710  
 Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to amend the 2020 Albany County Budget to accept Redlich Horwitz Foundation grant funding in the amount of \$20,000, to support virtual family driven care in response to the Covid19 crisis. .

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R  
 Commissioner

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





Legislation Text

File #: TMP-1716, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**  
Budget Amendment for ACDCYF to accept Redlich Horwitz Foundation COVID Grant

Date:	June 26, 2020
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

**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.: AA 6119 0 1623  
Source of Funds: Redlich Horwitz Foundation Grant  
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:  
Is there a Fiscal Impact: Yes  No   
Anticipated in Current Budget: Yes  No

County Budget Accounts:  
Revenue Account and Line: AA 6119 0 1623

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**File #: TMP-1716, Version: 1**

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Revenue Amount: 20,000.00

Appropriation Account and Line: AA 6119 4 4036 / AA 6119 2 2001 Appropriation Amount:  
20,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State:  
County: Click or tap here to enter text.  
Local: 100%

Term

Term: (Start and end date) 4/1/2020 - 12/31/2020  
Length of Contract: 12 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: 17-38  
Date of Adoption: 2/13/17

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

**Department for Children, Youth and Families**

**Amendment the Budget to accept Redlich Horwitz Foundation COVID-19 funding**

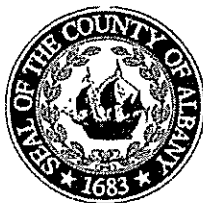
The Department for Children, Youth and Families respectfully requests authorization to amend the 2020 Adopted Budget to include the Redlich Horwitz Foundation grant funding in the amount of \$20,000.

The funded grant opportunity has provided Albany County DCYF with a onetime grant in the amount of \$20,000 to support virtual family driven care in response to the Covid19 crisis. The receipt of the grant was approved on April 2020 by contract number 6519. The grant will be utilized for costs associated with purchasing and maintaining iPhones, laptops, and MiFi devices that will be employed by staff to reduce the number of in-home visits.

The Department will maintain records regarding expenditures related to this grant to comply with the requirements set forth by the Redlich Horwitz Foundation.

DANIEL P. MCCOY  
COUNTY EXECUTIVE

DANIEL C. LYNCH  
DEPUTY COUNTY EXECUTIVE



MOIRA E. MANNING  
COMMISSIONER

COUNTY OF ALBANY  
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES  
112 STATE STREET - SUITE 400  
ALBANY, NEW YORK 12207  
(518) 447-7500 - FAX (518) 447-7766  
www.albanycounty.com

April 9, 2020

Redlich Horwitz Foundation  
Attention: Rashida Abuwala, Director

Re: COVID-19 Rapid Response Fund

Dear Mrs. Abuwala,

I hope you are well and staying safe. This public health crisis has forced Albany County to change the way we do business to meet the needs of children and families. We are in desperate need of laptops, smartphones and tablets to assist in keeping children in foster care connected to their families and to assess the ongoing safety of these children. These funds will be used in the following methods to assist Albany County in meeting the mission of our agency during this pandemic.

- Purchase of (15) iPhones 7 or 8 model. Albany County currently has a contract with Verizon. The cost of the phones would be free and the monthly charge would be \$34.99 with an annual cost of \$9,972.15.  
The iPhones would be used to facilitate virtual face to face contact with parents, youth and children. It would also be used for permanency planning conferences and child safety assessments.
- Purchase of (3) iPads. Equipment cost \$3,600.00 and monthly charge of \$39.00 with our Verizon contract.  
The iPads would be used to facilitate contact/visits between children who are placed in foster care with their families. The iPads would be used to locate/identify Kinship resources by working with birth families. The iPads would also be used by families who do not have the resources to attend family court appearances remotely.
- Purchase of (10) Laptops. Equipment cost \$9,620.3 and (5) MiFis, no equipment charge with a \$34.99 monthly charge.

The laptops would be used to allow caseworkers to work from home and (in the field after the pandemic). These laptops would allow caseworkers to maintain continuity of work flow so that there is not a backlog of paperwork to process, such as permanency hearing reports, progress notes, and Connections work.

Albany County DCYF currently has 244 children in Foster care in both traditional foster homes and congregate care facilities. Our goal is to continue to reduce the use of congregate care facilities by increasing our Kinship Family resource homes. The requested equipment would support our County's ability to align with Family First legislation. This technology will enable our staff to expand our Kinship Foster Care programs to support and maintain children within their families and communities. Thank you in advance for reviewing Albany County's request.

Proposed:

	<u>Equip</u>	<u>Monthly</u>	<u>#</u>	<u>1 month</u>	<u>19 month</u>
Ipad	\$1,200.00	\$39.99	3	\$3,719.97	\$5,879.43
Iphone	\$0.00	\$34.99	15	\$524.85	\$9,972.15
Laptop	\$962.03	\$0.00	10	\$9,620.30	\$9,620.30
MiFi	\$0.00	\$34.99	5	\$174.95	\$3,324.05
					\$28,795.93

Sincerely,

Michelle Dowe  
 Child Welfare Director  
 Albany Co. Dept. for Children Youth & Families  
 112 State Street, 4<sup>th</sup> floor  
 Albany, New York 12207  
 (518) 447-4905  
 (518) 447-7766 fax  
[Michelle.Dowe@albanycountyny.gov](mailto:Michelle.Dowe@albanycountyny.gov)



# Redlich Horwitz Foundation

April 13, 2020

Commissioner Moira Manning  
Albany County Dept. for Children Youth & Families  
112 State Street - Suite 400  
Albany, New York 12207

Dear Commissioner Manning,

The Redlich Horwitz Foundation ("the Foundation") is pleased to support Albany County Dept. for Children Youth & Families ("the Grantee" or "you") with a grant of \$20,000 to support virtual family-driven care in families and youth that reside in Albany. Enclosed is a check for \$20,000, representing the first and final installment of this grant.

Grantees should use the most cost-effective options, maximize non-profit discounts, state and bulk rates. Hardware and device purchases should remain the property of the purchasing entity by implementing a process for the return, sanitization and redeployment of devices.

Grantees should keep a record of expenditures relating to this grant, and make those records available to the Foundation upon reasonable request. We may request a brief report that outlines use of the funds and families served through this grant. We may also request a phone call or meeting with key staff if necessary.

This grant is made for the purpose outlined in the Grantee's April 2020 application, and may not be expended for any other purpose without the Foundation's prior written approval. Please note that any portion of the grant unexpended at the completion of the project or the end of the period shall be returned to the Foundation.

It is understood that you will not use grant funds to intervene in any election or support or oppose any political party or candidate for public office, or engage in any lobbying not permitted by IRC section 501(c)(3) or, if applicable, IRC sections 501(h) and 4911. The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Foundation, or this grant.

Feel free to follow up with Anthony Fermin (afermin@rhfdn.org), Program Associate, or Rashida Abuwala (rabuwala@rhfdn.org), Director, with any correspondence and reporting related to this grant.

Sincerely,

Robert Horwitz  
Trustee  
Redlich Horwitz Foundation

Sarah Kroon Chiles  
Executive Director  
Redlich Horwitz Foundation

cc: Catherine L. Redlich, Trustee  
Rashida Abuwala, Director

### Redlich Horwitz Foundation COVID-19 funding

	Equip	Monthly	#	1 month	Months funded	
Iphone	\$0.00	\$34.99	13	\$454.87	19	\$8,642.53
Laptop	\$962.03	\$0.00	10	\$9,620.30		\$9,620.30
MiFi	\$0.00	\$34.99	2	\$69.98	19	\$1,329.62
MiFi	\$0.00	\$34.99	1	\$34.99	12	\$419.88
						\$20,012.33

Equipment	\$9,620
Telephone	\$10,380
	<u>\$20,000.00</u>



APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 2 2001 000	Office Equipment	9,620	0		DCYF
AA 6119 4 4036 000	Telephone	10,380			
TOTAL APPROPRIATIONS		20,000	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 1623 000	Covid-19 Response	0	20,000		DCYF
TOTAL ESTIMATED REVENUES		0	20,000		
GRAND TOTALS		20,000	20,000		

<b>Request for Contract Approval</b>	
<b>Request ID #</b>	5519
<b>Contract #</b>	5619
<b>Contract Type</b>	A) County Executive Contracts
<b>Contract Action</b>	A) New
<b>Contract Action Type</b>	N) None
<b>Department</b>	A6119 - Children, Youth and Families
<b>Date submitted</b>	4/29/20
<b>Contact person</b>	McNelis, Scott
<b>Contact Phone</b>	7306
<b>Vendor</b>	Redlich Horwitz Foundation
<b>Estimated Amount</b>	\$20,000
<b>Estimated Term</b>	04/01/2020 - 12/31/2021
<b>Scope of Services</b>	Budget Amendment to accept Redlich Horwitz Foundation COVID-19 funding to support virtual family driven care in response to the COVID-19 crisis.
<b>Budget Line Item</b>	AA6119 AA6119
<b>Fiscal Impact</b>	County 100.00%
	State 0.00%
	Federal 0.00%
<b>BID,RFP,RFQ Completed?</b>	N/A

\_\_\_\_\_  
**Budget Analyst**

\_\_\_\_\_  
**Date**

**For Contract Board Use:**

\_\_\_\_\_  
**Date Approved**

\_\_\_\_\_  
 Daniel P. McCoy  
 Albany County Executive

\_\_\_\_\_  
 Bruce A. Hidley  
 Albany County Clerk

\_\_\_\_\_  
 Andrew Joyce, Chairman  
 Albany County Legislature

**RESOLUTION NO. 250**

**AMENDING THE 2020 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: REDLICH HORWITZ FOUNDATION GRANT**

Introduced: 8/10/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to amend the 2020 DCYF Budget by increasing its Office Equipment line in the amount of \$20,000, and

WHEREAS, The Commissioner has indicated that the increase to its Office Equipment line is necessary for the purchase of fifteen iPhones, three iPads, MiFi devices, and the monthly service charges pursuant to Albany County's current contract with Verizon, and

WHEREAS, The Commissioner has also indicated the iPhones and iPads will be used by DCYF staff to assist in keeping children in foster care connected to their families, enable virtual face to face contact with parents, and to facilitate families who do not have the resources to attend family court appearances remotely while reducing the number of in-home visits, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2020 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A1623 COVID-19 Response by \$20,000

Increase Appropriation Account A6119.2 by \$9,620 by increasing line item A6119 2 2001 Office Equipment by \$9,620

Increase Appropriation Account A6119.4 by \$10,380 by increasing line item A6119 4 4036 Telephone by \$10,380

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 ECONOMIC DEVELOPMENT,  
CONSERVATION AND PLANNING  
112 STATE STREET – SUITE 1310  
ALBANY, NEW YORK 12207-2021  
(518) 447-5670

July 1, 2020

Honorable Andrew Joyce  
Chairman, Albany County Legislature  
112 State Street, Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

I am requesting that the County Legislature approve the submittal of a request for funding to the NYS Office of Parks, Recreation and Historic Preservation on behalf of the Frontier Snow-Riders Snowmobile Club and Ridgerunners Snowmobile Club of Middleburgh Inc. This funding will be utilized for the purpose of maintaining New York State designated snowmobile trails in Albany County. The state funding will be passed through to the snowmobile clubs to conduct trail maintenance. There is no cost to the County and administrative responsibility is minimal.

Enclosed please find the completed Request for Legislative Action. If you have any questions, please feel free to contact me at 447-5670.

Sincerely,

Laura DeGaetano  
Sr. Natural Resource Planner

cc Dennis Feeney, Majority Leader  
Frank Mauriello, Minority Leader  
Rebekah Kennedy, Majority Counsel  
Amis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1740, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Authorization to apply for grant funding through New York State Snowmobile Trails Grant-in-Aid Program

Date: 07/01/2020  
Submitted By: Laura DeGaetano  
Department: Economic Development, Conservation and Planning  
Title: Sr. Natural Resource Planner  
Phone: 518-447-5670  
Department Rep.  
Attending Meeting: Laura DeGaetano

**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

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**File #: TMP-1740, Version: 1**

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- 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 9/1/2020

- 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):**

New York State Office of Parks, Recreation and Historic Preservation  
625 Broadway  
Albany, NY 12207

**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: Maintenance of funded snowmobile trails

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

115

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: 100%

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: 359

Date of Adoption: 08/13/2018

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

There are over 22 miles of snowmobile trails in Albany County that are maintained by various snowmobile clubs. Existing trails and proposed new trails are eligible for funding from NYS OPRHP. The County sponsors the annual Grant-in-Aid application to allow the clubs to submit one comprehensive application rather than have duplicate administrative processes. In the 2019-2020 season, the grant program awarded \$12,792 for trail maintenance in Albany County. We will be notified of the amount of funding available for this year in the fall as the awards are based on a percentage of the revenue the state receives from permits. This is pass-through funding to the trail maintenance organizations. There is no cost to the county and minimal clerical/administrative responsibility.

RESOLUTION NO. 359

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION REGARDING THE MAINTENANCE OF SNOWMOBILE TRAILS IN ALBANY COUNTY**

Introduced: 8/13/18

By Conservation & Improvements Committee:

WHEREAS, The Department of Economic Development, Conservation and Planning has requested approval to submit a grant application to the NYS Office of Parks, Recreation and Historic Preservation on behalf of the Frontier Sno-Riders Snowmobile Club and Ridgerunners Snowmobile Club of Middleburgh for the purpose of maintaining designated snowmobile trails in Albany County, and

WHEREAS, The Natural Resource Planner has indicated that existing snowmobile trails and proposed new trails in Albany County are eligible for maintenance funding at no cost to the County from the NYS Office of Parks, Recreation and Historic Preservation and the County will be notified of the amount of funding available later this year, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the NYS Office of Parks, Recreation and Historic Preservation on behalf of the Frontier Sno-Riders Snowmobile Club and Ridgerunners Snowmobile Club of Middleburgh for the purpose of maintaining designated snowmobile trails in Albany County at no cost to the County, 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.

*Adopted by unanimous vote – 8/13/18*



**RESOLUTION NO. 251**

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION REGARDING THE MAINTENANCE OF SNOWMOBILE TRAILS IN ALBANY COUNTY**

Introduced: 8/10/20

By Conservation, Sustainability, and Green Initiatives Committee:

WHEREAS, The Department of Economic Development, Conservation and Planning has requested authorization to submit a grant application to the New York State Office of Parks, Recreation and Historic Preservation on behalf of the Frontier Sno-Riders Snowmobile Club and Ridgerunners Snowmobile Club of Middleburgh, Inc. for the purpose of maintaining designated snowmobile trails in Albany County, and

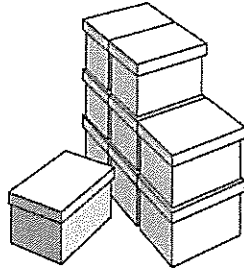
WHEREAS, The Senior Natural Resource Planner has indicated that existing snowmobile trails and proposed new trails in Albany County are eligible for maintenance funding at no cost to the County from the New York State Office of Parks, Recreation and Historic Preservation and the County will be notified of the amount of funding in the fall of 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the New York State Office of Parks, Recreation and Historic Preservation on behalf of the Frontier Sno-Riders Snowmobile Club and Ridgerunners Snowmobile Club of Middleburgh, Inc. for the purpose of maintaining designated snowmobile trails in Albany County at no cost to the County, 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.

BRUCE A. HIDLEY  
County Clerk



**ALBANY COUNTY  
HALL OF RECORDS**  
ALBANY COUNTY CLERK

CRAIG A. CARLSON  
Deputy County Clerk

95 Tivoli Street  
Albany, NY 12207  
Phone: (518) 436-3663  
Fax (518) 436-3678  
[www.albanycountyny.com/achor](http://www.albanycountyny.com/achor)

To: Daniel McCoy, County Executive  
Andrew Joyce, Chair County Legislature

From: Bruce Hidley, Albany County Clerk

Subj: Adopt New York State Archives Retention and Disposition Schedule for New York  
Local Government Records, LGS-1.

Date: July 8, 2020

We respectfully request your attention in adopting the New York State Archives new retention and disposition schedule, LGS-1. Enclosed is the message from the New York State Archives and a model resolution.

The New York State Archives is revising and consolidating its local government records retention and disposition schedules and issuing a single, comprehensive retention schedule for all types of local governments on August 1<sup>st</sup>, 2020. The new schedule, *Retention and Disposition Schedule for New York Local Government Records* or LGS-1, will supersede and replace:

- *CO-2 Schedule* for use by counties (2006),
- *MU-1 Schedule* for use by cities, towns, villages, and fire districts (2003),
- *MI-1 Schedule* for use by miscellaneous local governments (2006), and
- *ED-1 Schedule* for use by school districts, BOCES, County Vocational Education and Extension Boards, and Teacher Resource and Computer Training Centers (2004)

A copy of the LGS-1 will be available on the State Archives website on August 1<sup>st</sup>. Additional online resources will include a list of the major revisions to the Schedule and a webinar series to introduce the LGS-1. Local governments are encouraged to check the State Archives website periodically for LGS-1 news and updates. By consolidating multiple, disparate retention schedules, the LGS-1 helps to ensure consistent retention and disposition guidance for records that are common to various local governments.

It also makes it easier to apply revisions necessitated by changes to laws, regulations or other mandates that affect retention.

Thank you for your attention in this matter. If you have any further questions, please feel free to contact me at (518) 487-5115 or [bruce.hidley@albanycountyny.gov](mailto:bruce.hidley@albanycountyny.gov).

cc: Dennis Feeney, Majority Leader  
Rebekah Kennedy, Council Majority  
Frank Mauriello, Minority Leader  
Arnis Zilgme, Council Minority

The State Archives is revising and consolidating its local government records retention and disposition schedules and issuing a single, comprehensive retention schedule for all types of local governments on August 1<sup>st</sup>, 2020. The new schedule, *Retention and Disposition Schedule for New York Local Government Records* or LGS-1, will supersede and replace:

- *CO-2 Schedule* for use by counties (2006),
- *MU-1 Schedule* for use by cities, towns, villages, and fire districts (2003),
- *MI-1 Schedule* for use by miscellaneous local governments (2006), and
- *ED-1 Schedule* for use by school districts, BOCES, County Vocational Education and Extension Boards, and Teacher Resource and Computer Training Centers (2004)

Local governments must adopt LGS-1 prior to utilizing it, even if they adopted and have been using the *CO-2*, *MU-1*, *MI-1*, or *ED-1* Schedules. Governing boards of local governments will have a five-month period – between August 1<sup>st</sup>, 2020 when LGS-1 is issued and January 1<sup>st</sup>, 2021 when the four existing schedules expire – to adopt the Schedule by resolution (a model resolution will be available in the LGS-1). Local government records may not be legally destroyed after the end of 2020 unless the LGS-1 is formally adopted. There is no need to notify the State Archives of LGS-1 adoptions, but local governments should keep a record of the date of adoption and maintain the resolution permanently.

The organization and formatting of the LGS-1 is similar to the existing four schedules. Section heading names have been retained. Because of the consolidation, the LGS-1 contains more sections. Local government can ignore those that are not applicable. As with previous schedules, items that are new or significantly revised have been indicated. Each schedule item has been assigned a new, unique number; however, the unique numbers of the four existing schedules have been provided allowing cross referencing. In addition, each schedule item contains the record series title and description, retention period, and any notes.

A copy of the LGS-1 will be available on the State Archives website on August 1<sup>st</sup>. Additional online resources will include a list of the major revisions to the Schedule and a webinar series to introduce the LGS-1. Local governments are encouraged to check the State Archives website periodically for LGS-1 news and updates.

By consolidating multiple, disparate retention schedules, the LGS-1 helps to ensure consistent retention and disposition guidance for records that are common to various local governments. It also makes it easier to apply revisions necessitated by changes to laws, regulations or other mandates that affect retention.

## ***MODEL RESOLUTION***

**RESOLVED**, By the \_\_\_\_\_ [title of governing body] of \_\_\_\_\_ [local government name] that *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

**FURTHER RESOLVED**, that in accordance with Article 57-A:

(a) only those records will be disposed of that are described in *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, after they have met the minimum retention periods described therein;

(b) only those records will be disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

The new schedule, *Retention and Disposition Schedule for New York Local Government Records or LGS-1*, will supersede and replace the *CO-2, MU-1, MI-1, and ED-1*.

**Local governments must adopt the LGS-1 prior to using it, even if they adopted and have been using the CO-2, MU-1, MI-1, or ED-1 Schedules.**

Governing boards of local governments will have a five-month period – between August 1<sup>st</sup>, 2020 when LGS-1 is issued and January 1<sup>st</sup>, 2021 when the four existing schedules expire – to adopt the Schedule by resolution (a model resolution will be available in the LGS-1 and on the State Archives' website).

**Local government records may not be legally destroyed after the end of 2020 unless the LGS-1 is formally adopted.**

There is no need to notify the State Archives of LGS-1 adoptions, but local governments should keep a record of the date of adoption and maintain the resolution permanently.

**A copy of the LGS-1 and a model resolution will be available on the State Archives website on August 1<sup>st</sup>.**

**What a sneak peek at the LGS-1?  
Check out the [LGS-1 Summary of Major Changes](#).**

**RESOLUTION NO. 252**

**ADOPTING THE NEW YORK STATE ARCHIVES RETENTION AND DISPOSITION SCHEDULE FOR LOCAL GOVERNMENT RECORDS**

Introduced: 8/10/20

By Law Committee:

WHEREAS, Pursuant to Article 57-A of the Arts and Cultural Affairs Law, the New York State Archives has issued a new records retention and disposition schedule to supersede and replace the existing retention schedules currently used by local governments, and

WHEREAS, The Albany County Clerk has requested the adoption of the new schedule, Retention and Disposition Schedule for New York Local Government Records (LGS-1), now, therefore be it

RESOLVED, By the Albany County Legislature that the New York State Archives Retention and Disposition Schedule for New York Local Government Records (LGS-1) is hereby adopted and shall supersede any and all existing retention and disposition schedules, 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

HON. STEPHEN W. HERRICK  
PUBLIC DEFENDER

COUNTY OF ALBANY  
PUBLIC DEFENDER  
60 SOUTH PEARL STREET  
ALBANY, NEW YORK 12207-2021  
PHONE: (518) 447-7150 FAX: (518) 447-5533  
www.albanycounty.com

July 7, 2020

Hon. Andrew Joyce  
Chairperson, Albany County Legislature  
112 State Street, Room 710  
Albany, New York 12207

RE: Request for Legislative Action

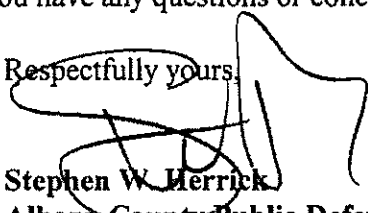
Dear Chairman Joyce;

The Public Defender's Office respectfully submits a Request for Legislative Action seeking authorization to extend the completion date of the New York State Office of Indigent Legal Services (NYSOILS) Second Upstate Quality Improvement and Caseload Reduction Grant (Contract No. C2ND601) from June 30, 2020 to June 30, 2021. This is a no cost extension.

This is a multiyear contract for a three year term, originally from July 1, 2017 to June 30, 2020, totally State funded for \$300,000. The fully executed three-year contract was not received by Albany County until April 18, 2019, thereby justifying the requested extension.

Please feel free to contact me if you have any questions or concerns.

Respectfully yours,

  
Stephen W. Herrick  
Albany County Public Defender

SWH/njk

Cc: Honorable Dennis Feeney, Majority Leader  
Honorable Frank Mauriello, Minority Leader  
Rebekah Kennedy, Esq., Majority Counsel  
Arnis Zilgme, Esq., Minority Counsel





Legislation Text

File #: TMP-1745, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

**Description (e.g., Contract Authorization for Information Services):**  
Request to Extend Second Upstate Quality Improvement Grant Contract

Date: 7/2/2020  
Submitted By: Hon. Stephen Herrick  
Department: Public Defender  
Title: Public Defender  
Phone: 518-447-7150  
Department Rep.  
Attending Meeting: Hon. Stephen Herrick

**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):

NYS Office of Indigent Legal Services

A. E. Smith Building, 11th Floor

80 South Swan Street

Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: No Cost Extension

Scope of Services: Addition of one attorney to reduce caseload

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: 100%  
County: Click or tap here to enter text.  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) July 1, 2017 - June 30, 2021  
Length of Contract: 4 years

Impact on Pending Litigation

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

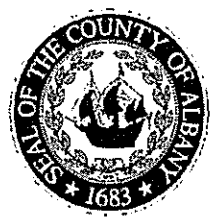
Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution 30 for 2019  
Date of Adoption: 2/11/2019

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

The Public Defender's Office respectfully submits a Request for Legislative Action seeking authorization to extend the completion date of the New York State Office of Indigent Legal Services (NYSOILS) Second Upstate Quality Improvement and Caseload Reduction Grant (Contract No. C2ND601) from June 30, 2020 to June 30, 2021. This is a no cost extension.

This is a multiyear contract for a three year term, originally from July 1, 2017 to June 30, 2020, totally State funded for \$300,000. The fully executed three-year contract was not received by Albany County until April 18, 2019, thereby justifying the requested extension.



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

PHILIP F. CALDERONE, ESQ.  
DEPUTY COUNTY EXECUTIVE

February 15, 2019


Hand Delivered

Honorable Paul T. Devane, Clerk  
Albany County Legislature  
112 State Street, Room 710  
Albany, New York 12207

Dear Mr. Devane:

Please be advised, that pursuant to Section 309(b)(i) of the Albany County Charter, I hereby approve Resolution No. 30 and 39 by the Albany County Legislature at its meeting held on February 11, 2019.

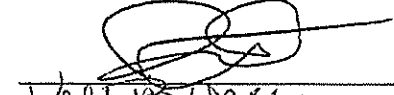

Sincerely,

  
Daniel P. McCoy  
Albany County Executive

DPM/kb

- cc: Honorable Andrew Joyce, Chairman, Albany County Legislature
- Honorable Michael F. Conners, II, Albany County Comptroller, Department of audit and Finance
- Kevin Cannizzaro, Esq., Majority Counsel, Albany County Legislature
- Arnis Zilgme, Esq., Minority Counsel, Albany County Legislature
- Daniel C. Lynch, Esq., County Attorney, Albany County Department of Law
- Edward L. Dott, Executive Deputy Comptroller, Albany County Department of Audit and Control
- David M. Latina, Commissioner, Albany County Department of General Services
- Anthony J. Fontanelli, Associate Operations Supervisor, Albany County Department of Audit and Control

Receiver Signature:  
Deliverer Signature:  
Date:  
Time:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
01/15/19  
4:40pm  
\_\_\_\_\_

## RESOLUTION NO. 30

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE SECOND UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION GRANT**

Introduced: 2/11/19

By Audit and Finance Committees:

WHEREAS, The Public Defender has been notified by the NYS Office of Indigent Legal Services that it has been awarded grant funds regarding the Second Upstate Quality Improvement and Caseload Reduction Grant, in the total amount of \$300,000, for a period of three years, beginning on July 1, 2017 and ending on June 30, 2020, and

WHEREAS, The Public Defender has requested authorization to enter into an agreement with the NYS Office of Indigent Legal Services regarding the Second Upstate Quality Improvement and Caseload Reduction Grant, in the total amount of \$300,000, for a period of three years, beginning on July 1, 2017 and end on June 30, 2020, and

WHEREAS, The Public Defender has indicated that these funds will be used in part to add an additional attorney staff position which will focus on caseload reduction for the Office of the Public Defender at no cost to the County of Albany , and

WHEREAS, The Public Defender has requested authorization to amend the 2018 Public Defender Budget in order to incorporate the grant funds regarding the Second Upstate Quality Improvement and Caseload Reduction Grant, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute an agreement to accept funding from the NYS Office of Indigent Legal Services regarding the Second Upstate Quality Improvement and Caseload Reduction Grant, in the total amount of \$300,000, for a period of three years, beginning on July 1, 2017 and ending on June 30, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the 2019 Albany County Public Defender budget be amended as follows:

Increase Revenue Account A3025 Indigent Legal Services Fund by \$100,000

Increase Appropriation Account A1170.1 by \$65,000 by increasing Line Item A1170 1 2021T Assistant Public Defender 1 Temp by \$65,000

Increase Appropriation Account A1170.8 by \$35,000 by increasing the following Line Items

A1170 8 9010 State Retirement by \$10,874

A1170 8 9030 Social Security by \$4,850

A1170 8 9060 Hospital And Medical Insurance by \$19,276

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 - 2/11/19*

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 11<sup>th</sup> day of February, 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 12<sup>th</sup> day of February, 2019.

A handwritten signature in cursive script, appearing to read "Paul T. Dennis".

---

Clerk, Albany County Legislature

**STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE**

<p>STATE AGENCY (Name &amp; Address):</p> <p><b>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</b></p>	<p>BUSINESS UNIT/DEPT. ID: <b>OLS01 1350200</b></p> <p><b>CONTRACT NUMBER: C2ND601</b></p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> <b>Multi-Year Agreement</b></p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p><b>Albany, County of</b></p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input checked="" type="checkbox"/> <b>Amendment</b></p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p><b>Second Upstate Quality Improvement and Caseload Reduction</b></p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p><b>NYS Vendor ID Number: 1000002428</b> <b>Federal Tax ID Number: 14-6002563</b> DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>County of Albany Public Defender's Office 60 South Pearl Street, 4th Floor Albany, NY 12207</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>County of Albany Dept. of Management and Budget 112 State Street, Suite 900 Albany, NY 12207</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> <b>Municipality, Code: 010100000000</b></p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>





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

CONTRACTOR:

STATE AGENCY:

\_\_\_\_\_  
\_\_\_\_\_

NYS Office of Indigent Legal Services  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

William J. Leahy  
Printed Name

Title: \_\_\_\_\_

Title: Director-Office of Indigent Legal Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF NEW YORK

County of \_\_\_\_\_

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

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

(N/A)  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Printed Name

Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 253**

**AMENDING RESOLUTION NO. 30 FOR 2019 REGARDING THE SECOND UPSTATE QUALITY IMPROVEMENT AND CASELOAD REDUCTION GRANT**

Introduced: 8/10/20  
By Law Committee:

WHEREAS, By Resolution No. 30 for 2019, this Honorable Body authorized an agreement with the New York State Office of Indigent Legal Services regarding the Second Upstate Quality Improvement and Caseload Reduction Grant in the amount of \$300,000 for a three-year term commencing July 1, 2017 and ending June 30, 2020, and

WHEREAS, The Albany County Public Defender has requested an amendment to the agreement with the New York State Office of Indigent Legal Services, at no cost to the County, to reflect an ending date of June 30, 2021 rather than June 30, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 30 for 2019 is hereby amended to reflect an ending date of June 30, 2021 rather than June 30, 2020, and, therefore be it

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



Legislation Text

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File #: TMP-1723, Version: 1

---

**REQUEST FOR LEGISLATIVE ACTION**

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

Date: June 26, 2020  
Submitted By: Eugenia Condon, County Attorney  
Department: Law  
Title: County Attorney  
Phone: 518-447-7114  
Department Rep.  
Attending Meeting: Eugenia Condon, County Attorney

**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):**

Arthur J. Gallagher Risk Management Systems  
677 Broadway  
Albany, NY 12207

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Please See attached  
Scope of Services: Award of Liability and Casualty Insurance for period 08/15/2020-08/15/2021

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:

Appropriation Account and Line: Various Departmental Insurances Lines(44037)

Appropriation Amount: Please See Attached

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 08/15/2020-08/15/2021

Length of Contract: 12 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: 318

Date of Adoption: August 12,2019

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

Award of Liability, Property, Medical, malpractice and similar Insurances for the period August 15,2020 to August 15,2020. The County's broker of record, Arthur J. Gallagher Risk Management Services sought renewal quotes for the County's insurance Coverage. I

## RESOLUTION NO. 318

AUTHORIZING AGREEMENTS REGARDING ALBANY COUNTY  
INSURANCE COVERAGE

Introduced: 8/12/19  
By Law Committee:

WHEREAS, The Albany County Attorney's Office, upon the recommendation of the County's insurance consultant, has requested authorization to enter into agreements for the County's insurance coverage through Arthur J. Gallagher Risk Management Services, Inc., and

WHEREAS, It has been recommended that the County enter into agreements with Argonaut Insurance Company for Excess Commercial, General, Automobile, Law Enforcement, Public Officials, and Employment Practices coverage; Allied World for Excess insurance; Travelers for Property insurance; Greenwich for Boiler and Machinery coverage; Travelers for Crime insurance; Medical Liability Mutual Insurance Company for Medical Liability coverage; ACE for Cyber Liability insurance; and Navigators for Pollution coverage in a total combined premium amount of \$1,312,951, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements through Arthur J. Gallagher Risk Management Services, Inc. with Argonaut Insurance Company for Excess Commercial, General, Automobile, Law Enforcement, Public Officials, and Employment Practices coverage at an annual premium not to exceed \$422,019; Allied World for Excess insurance at an annual premium not to exceed \$97,748; Travelers for Property insurance at an annual premium not to exceed \$244,243 + \$821 Fire Fee; Greenwich for Boiler and Machinery coverage at an annual premium not to exceed \$21,713; Travelers for Crime insurance at an annual premium not to exceed \$4,508; Medical Liability Mutual Insurance Company for Medical Liability insurance at an annual premium not to exceed \$378,949; and ACE for Cyber Liability insurance at an annual premium not to exceed \$61,252 for the term commencing August 15, 2019 and ending August 15, 2020, and Navigators for Pollution coverage for a three-year term at a premium not to exceed \$81,698, in a total combined premium amount of \$1,312,951, and, be it further

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

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

*Adopted by unanimous vote - 8/12/19*

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 12<sup>th</sup> day of August, 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.

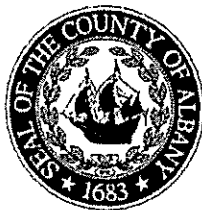


IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12<sup>th</sup> day of August, 2019.

A handwritten signature in black ink, appearing to read "Paul V. Deenun Sr.", written over a horizontal line.

Clerk, Albany County Legislature





DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
OFFICE OF THE COUNTY ATTORNEY  
COUNTY OFFICE BUILDING  
112 STATE STREET, ROOM 600  
ALBANY, NEW YORK 12207-2021  
(518) 447-7110 - FAX (518) 447-5564  
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH  
COUNTY ATTORNEY  
EUGENIA KOUTELIS CONDON  
DEPUTY COUNTY ATTORNEY

### MEMORANDUM

TO: Hon. Andrew Joyce  
Chairman, County Legislature

FROM: Eugenia Koutelis Condon *EKC*  
County Attorney

DATE: July 20, 2020

RE: Request for Legislative Action  
Award of Liability and Casualty Insurance  
Policy Period: 8/15/20 – 8/15/21

Enclosed is a completed Request for Legislative Action relative to the award of the County's liability and related insurance coverage for the period August 15, 2020 to August 15, 2021. The County's broker of record, Arthur J. Gallagher Risk Management Services sought renewal quotes for the County's insurance coverage. The specific insurance types in question are the County's general liability, automobile, law enforcement, police professional, property, public official's and employee liability, crime, boiler and machinery, excess, umbrella and medical malpractice insurance coverage. Those policies are recommended for renewal with the current carriers. The recommended awards are as follows:

**Excess Commercial/General/Automobile/Law Enforcement Package and Public Official's and Employment Practices Coverage:**

Carrier: Argonaut/Trident  
**Premium: \$395,640.00**  
Expiring Premium: \$422,019  
Policy Limits: \$10 Million  
SIR: \$1 Million

**Excess:**

Carrier: Allied World  
**Premium: \$ 113,132.00**  
Expiring Premium: \$97,748  
Policy Limits: \$10 Million  
Provides coverage over Excess and Public Official's

**Property:**

Carrier: Traveler's  
**Premium: \$282,798 + \$953 Fire Fee**  
Expiring Premium: \$244,243 + \$821 Fire Fee  
Deductible: \$250,000  
(Insured Values of \$517,886,197)

**Boiler and Machinery:**

Carrier: Greenwich  
**Premium: \$24,998.00**  
Expiring Premium: \$21,713

**Crime:**

Carrier: Traveler's  
**Premium: \$4,594**  
Expiring Premium: \$4,508

\*Three year policy with a \$2 Million limit for Employee Dishonesty and Forgery or Alteration. Policy Premium is \$13,782 to be paid in annual installments of \$4,594. This is the first year of the policy.

**Medical Liability:**

Carrier: Medical Liability Mutual Insurance Company

**Premium: \$390,461.00**

Expiring Premium: \$378,949

Deductible: None – First Dollar Coverage

Type: Claims Made Retro to 4/1/86

The carrier will continue to provide first dollar coverage on a claims made basis retroactive to April 1, 1986.

**Cyber Liability:**

Carrier: ACE (Chubb)

**Premium: \$65,585.00**

Expiring Premium: \$61,252

The broker approached several carriers for alternate quotes where appropriate. This year the package policy (liability, police professional, auto, and public official's) was aggressively marketed. We received two significant quotes, one from the incumbent Argonaut and from Safety National. While Safety National's quote was less, Argonaut offered an additional \$4 million in coverage which resulted in it being the better price quote. For this year, we are recommending that we renew with Argonaut and market again to Safety National next year to see what price can be offered. Overall, this premium is reduced by \$26,379. Our property premium increased as a result of an across the board increase by Travelers due to a hardening market as well as due to the increase in our inflationary values and as we continue to replace our fleet with new vehicles. The umbrella/excess was also increased as a result of a hardening market driven solely by reinsurers, although there are no claims. Both the property and Excess/umbrella will be marketed and replaced next year. The Medical Malpractice increase is based upon the Nursing Home's RUGS report which measures the level and frequency of care resulting in a determination as to risk being made. The increase in premium is attributed to Shaker Place.

The proposed awards result in combined premiums of \$1,278,161.00 which represents a \$46,908 or 4.5% increase from last year. The national average for municipal large packages is running around 9.2%. All premiums include Terrorism Coverage at the rate of 1% of premium. All coverages were significantly enhanced in 2013, and remain the same on renewal, including all enhancements, self-insured retentions and policy limits.

If you have any questions, please advise me. Thank you for your attention to this matter.

EKC:e

Enclosures

Cc: Rebekah N. Kennedy, Majority Counsel  
Arnis Zilgme, Minority Counsel



# Proposal of Insurance

## County of Albany

112 State Street  
Room 800  
Albany, NY 12207

Presented: July 17, 2020  
Effective: August 15, 2020

**Greg Vandenburg**  
Sales Executive

**Jacqueline Patrick, CPCU**  
Client Service Manager

**Arthur J. Gallagher Risk Management Services, Inc.**  
30 Century Hill Drive  
Suite 200  
Latham, NY 12110  
(518) 869-3835  
Greg\_Vandenburg@ajg.com



ajg.com

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# Gallagher

Insurance | Risk Management | Consulting

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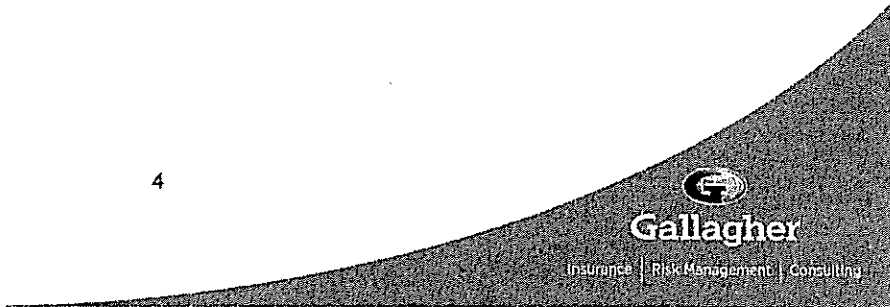
## Service Team

Greg Vandenburg has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
<b>Greg Vandenburg</b> Sales Executive	(518) 533-6813	Greg_Vandenburg@ajg.com	Producer
<b>Jacqueline Patrick</b> Client Service Manager, Senior	(518) 391-2230	Jacqueline_Patrick@ajg.com	Client Service Manager
<b>Tom Lynch, AIM</b> Area Vice President, Claims Advocate Senior	(315) 928-4980	Tom_Lynch@ajg.com	Claims Advocate (P&C)
<b>Alison Wood</b> Account Manager	(518) 533-6840	Alison_Wood@ajg.com	Client Service Associate

**Arthur J. Gallagher Risk Management Services, Inc.**  
Main Office Phone Number: (518) 869-3535

# Program Structure





## Named Insured

**Named Insured Schedule:**

Add / Change / Delete	Named Insured	Property	Equipment Breakdown	Crime	Package	General Liability Including Professional Liability	Cyber Liability	Excess Liability
	County Of Albany	X	X	X	X	X	X	X

**OMNIBUS WORDING - Package - Automobile (Safety National)**

**Note:** Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.



# Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Travelers Indemnity Company	Property	Recommended Quote	\$282,798.00
Greenwich Insurance Company	Equipment Breakdown	Recommended Quote	\$24,998.00
Travelers Casualty and Surety Co of America	Crime	Recommended Quote	\$13,782.00
Argonaut Insurance Company	Package	Recommended Quote	\$393,450.00
Safety National Casualty Corporation Safety Specialty Insurance Company	Package	Quoted	\$367,576.00
McKee Risk Management, Inc.	Package	Declined to Quote - Does Not Fit Underwriting Requirement	
The Travelers Companies, Inc.	Package	Declined to Quote - Does Not Fit Underwriting Requirement	
Medical Liability Mutual Insurance Co	General Liability Including Professional Liability	Recommended Quote	\$390,461.00
ACE American Insurance Company	Cyber Liability	Recommended Quote	\$65,585.00
Allied World Assurance Co (U.S.) Inc.	Excess Liability	Recommended Quote	\$106,632.00



County of Albany



## Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS	BUILDING DESCRIPTION
All Lines of Coverage included in this proposal	1/1	112 State Street Albany NY	Main Offices

County of Albany



## Program Details

**Coverage:** Property

**Carrier:** Travelers Indemnity Company

**Policy Period:** 8/15/2020 to 8/15/2021

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

### Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Applies	Yes	N/A

### Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Policy Limit	Limit	\$541,303,146	One Occurrence
Buildings, In any One Occurrence		Included in the Policy Limit	
Business Personal Property Excluding Personal Property of Others, In any One Occurrence		Included in the Policy Limit	
Personal Property of Others, In any One Occurrence	Limit	\$100,000	
"Electronic Data Processing Data and Media", In any One Occurrence	Limit	\$7,000,000	
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence - Aggregate in any One Policy Year, For all Losses Covered Under This Policy, Commencing with the Inception Date of This Policy:		-	
- Occurring anywhere else in the Policy Territory	Limit	\$5,000,000	
Flood - Aggregate in any One Policy Year, For all Losses Covered Under This Policy, Commencing with the Inception Date of This Policy:		-	
- Occurring in the Policy Territory Resulting from Flood to Buildings, Structures or Property in the Open Within Flood Zone A or Zones Prefixed a as Classified Under the National Flood Insurance Program or to Property in or on Buildings or Structures Located Within Such Flood Zones	Limit	\$500,000	
- Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone B, Zone X (shaded) or Zone X-500 as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones	Limit	\$5,000,000	
- Occurring Anywhere Else in the Policy Territory	Limit	\$5,000,000	

### Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence:	\$250,000

County of Albany



## Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence: As respects Business Income	Included in the occurrence deductible.
Deductible	By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence: As respects Extra Expense,	Included in the occurrence deductible.
Deductible	By Flood: Occurring within Flood Zone A or Zones prefixed A, in any one occurrence	\$250,000
Deductible	By Flood: Occurring anywhere else in the Policy Territory where Flood coverage applies, in any one occurrence:	\$250,000
Deductible	- As respects Business Income, the deductible	Included in the occurrence deductible.
Deductible	- As respects Extra Expense, the deductible	Included in the occurrence deductible
Deductible	To any other covered loss, in any one occurrence:	\$250,000

## Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Accounts Receivable, In any One Occurrence	Limit	\$1,000,000
Valuable Papers and Records, In any One Occurrence	Limit	\$1,250,000
"Fine Arts", In any One Occurrence	Limit	\$100,000
Newly Constructed or Acquired Property, At any One Building, In any One Occurrence	Limit	\$2,000,000
- Number of Days		180 Days
"Outdoor Property" Including Debris Removal, In any One Occurrence	Limit	\$100,000
- Trees, Shrubs and Plants are Subject to a Maximum Per Item of	Limit	\$5,000
Personal Effects and "Fine Arts" of Officers and Employees of the Insured:		
- Per Employee	Limit	\$5,000
- in any One Occurrence	Limit	\$100,000
Covered Property at Undescribed Premises, In any One Occurrence	Limit	\$500,000
Covered Property in Transit, In any One Occurrence	Limit	\$500,000
Debris Removal, In any One Occurrence		25% of the Sum of the Amount Paid for Covered Property Loss and the Applicable Deductible
Additional Debris Removal Expense	Limit	\$500,000
"Pollutant" Cleanup and Removal - Direct Damage, Aggregate in any One Policy Year	Limit	\$100,000
Claim Data Expense - Direct Damage, In any One Occurrence	Limit	\$25,000
Ordinance or Law:		

County of Albany



## Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
- Loss to the Undamaged Portion of Buildings, In any One Occurrence	Limit	\$2,000,000
- Demolition Cost, In any One Occurrence		Included in the Limit Shown for Loss to the Undamaged Portion of Buildings
- Increased Cost of Construction, In any One Occurrence		Included in the Limit Shown for Loss to the Undamaged Portion of Buildings
Limited "Fungus", Wet Rot and Dry Rot Coverage - Direct Damage:		
- in any One Occurrence	Limit	\$15,000
- Aggregate in any One Policy Year	Limit	\$100,000
Business Income Ordinary Payroll: Excluded, In any One Occurrence	Limit	\$1,500,000
- Extra Expense, In any One Occurrence		Included in the Limit Shown for Business Income
- Extended Business Income		60 Days
- Civil Authority		60 Days
Ingress or Egress, In any One Occurrence:	Limit	\$25,000
- Number of Miles		1 Miles
- Number of Days		30 Days
Claim Data Expense - Time Element, In any One Occurrence	Limit	\$25,000
"Pollutant" Clean up and Removal - Time Element, Aggregate in any One Policy Year:	Limit	\$25,000
Limited "Fungus", Wet Rot and Dry Rot Coverage - Time Element		30 Days
Limited Electronic Vandalism Cause of Loss Coverage, Aggregate in any One Policy Year	Limit	\$100,000
Contractors Equipment, In any One Occurrence	Limit	\$3,500,000
- Newly Acquired Contractors Equipment, In any One Occurrence	Limit	\$100,000
- Equipment Rental Expense, In any One Occurrence	Limit	\$100,000
Errors and Omissions, In any One Occurrence	Limit	\$1,000,000
Utility Services - in any One Occurrence - Utility Services, Combined Direct Damage and Time Element	Limit	\$1,000,000
Unreported Premises - Direct Damage:		
- Per Location, In any One Occurrence:	Limit	\$500,000
- Maximum at all Unreported Premises, In any One Occurrence:	Limit	\$1,000,000
Underground Pipes - Direct Damage at Water and Sewer Treatment Plants, As Per Endorsement 1, In any One Occurrence:	Limit	\$1,000,000



**Valuations:**

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies per MS C5 05, except as otherwise stated within endorsement MS C5 05, within this Supplemental Coverage Declarations or elsewhere in this policy.

**Perils Covered:**

TYPE	DESCRIPTION
Special Form Perils	Applies

**Endorsements include, but are not limited to:**

DESCRIPTION
Index of Forms - MS C0 02 07 99
Supplemental Coverage Declarations - MS C0 03 10 18
Property Coverage Form - MS C1 00 10 18
Business Income and/or Rental Value Coverage Form Including Extra Expense - MS C1 01 10 18
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence - MS C2 04 10 18
Flood - MS C2 06 10 18
Electronic Vandalism - MS C2 19 10 18
Renovation Projects - MS C3 03 10 18
Contractors Equipment - MS C3 09 10 18
Utility Services - Direct Damage - MS C3 27 10 18
Unreported Premises - Direct Damage - MS C3 28 10 18
Utility Services - Time Element - MS C4 09 10 18
Policy Conditions, Additional Provisions and Definitions Form - MS C5 01 10 18
Replacement Cost - MS C5 05 10 18
Joint or Disputed Loss Agreement - MS C5 22 07 99
Errors and Omissions - MS C5 26 10 18
Extra Expense Deductible - MS C5 27 10 18
HH/Mod Hazard EQ, Volcanic Eruption, Landslide & Mine Subsidence Areas - U.S.A. - MS C6 09 10 15
New York Changes - Cancellation and Nonrenewal - MS C9 27 10 18
New York Changes - MS C9 28 11 18
Important Notice Regarding Independent Agent And Broker Compensation - PN T4 54 01 08
Notice NY Hazardous Materials Report - PN T5 74 10 19
NY Changes-References To Ins Department, Law, Reg - PN T9 91 10 19
Terrorism Disclosure - TR IA 01 01 15
Cap on Certified Terrorism - TR IA 04 01 15
Builders Risk Form - MS C3 01
Property Coverage Form Changes - Endorsement 1

County of Albany



**Exclusions include, but are not limited to:**

DESCRIPTION
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Exclusion Nuclear Hazard War Military Action & Pathogenic - MS C2 37 09 02
Exclusion of Frame Buildings in the Course of Construction - MS C5 36 10 18

**Binding Requirements:**

DESCRIPTION
Subject to compliance with our reasonable engineering recommendations.

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Total Insured Values: \$559,599,203
Please accept this proposal as the Broker for the captioned account
The policy will be subject to all state-mandated endorsements.
Consult Policy for Actual Terms and Conditions.
Total Premium Includes TRIA Premium Of \$8,483
Policy Territory: The United States of America and Canada
Rate: 0.0505
Sole Agent Provision: For any Insurance Afforded by This Policy, County of Albany Shall Act on Behalf of all Insureds with Respect to the Giving and Receiving of Notice of Cancellation or Nonrenewal, The Payment of Premiums, The Receiving of Return Premiums, And the Acceptance of any Endorsement Issued to Form a Part of This Policy.
Cancellation Provision: All References to 60 Days or Greater Notice of Cancellation in the General Conditions or in any State Changes - Cancellation and Nonrenewal Endorsement, Other than for Nonpayment of Premium, Is Amended to Read 90 Days.

<b>Premium</b>	<b>\$282,798.00</b>
<b>Fees</b>	
New York Fire Insurance Fee	\$953.00
<b>Total Fees</b>	<b>\$953.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$283,751.00</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>INCLUDED</b>



## County of Albany



Coverage: Equipment Breakdown  
 Carrier: Greenwich Insurance Company  
 Policy Period: 8/15/2020 to 8/15/2021

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

**Coinsurance or Agreed Amount:**

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Business Income: Coinsurance Does not Apply	Yes	N/A

**Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT
Policy Limit	Limit	\$150,000,000

**Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Deductible	Property Damage	\$10,000
Deductible	Business Income and Extra Expense	Included Within Property Damage Deductible
Deductible	Contingent Business Income and Extra Expense	Included Within Property Damage Deductible
Deductible	Ammonia Contamination	Included Within Property Damage Deductible
Deductible	Spoilage Damage	Included Within Property Damage Deductible

**Additional Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT
Property Damage		Included
Off Premises Equipment		Included
Business Income and Extra Expense		Included
Contingent Business Income and Extra Expense	Limit	\$500,000
Utility Interruption		Included
Expediting Expenses		Included
Ammonia Contamination		Included
Spoilage Damage		Included
Newly Acquired Premises		365 days
Ordinance or Law Coverage	Limit	\$2,500,000
Errors and Omissions		Included
Brands and Labels		Included
Data and Media	Limit	\$500,000
Consequential Loss		Included

County of Albany



**Additional Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT
Hazardous Substance	Limit	\$2,500,000
Water Damage		Included
Fungus and Related Perils - Covered Property	Limit	\$15,000
Fungus and Related Perils - BI days		30 days
Green Upgrades – Covered Equipment	Limit	\$100,000
Green Upgrades – BI Days		30 days
Extended Period of Restoration		30 days
Diagnostic Equipment		Included
Claims Preparation Costs	Limit	\$50,000
System Installation Coverage (PD)	Limit	\$100,000
System Installation Coverage (BI)	Limit	\$100,000

**Valuations:**

DESCRIPTION	LIMITATIONS
Replacement Cost	

**Endorsements include, but are not limited to:**

DESCRIPTION
Coverage Form is ISO EB 00 20 01 13
General Change Endorsement (IXI 403 0110) - 90 day notice of cancellation; except 10 days for non-payment of premium
Period of Restoration Modification (IXI 403 01 10)
Claims Preparation Costs (IXI 403 01 10)
Valuation Mod 50% (IXI 403 01 10)
Underground Equipment Modification (IXI 403 01 10)

**Exclusions include, but are not limited to:**

DESCRIPTION
Testing Exclusion Modification (IXI 403 01 10)

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Building + Contents Value: \$518,672,451 Business Income Value: \$1 Total Insured Values: \$518,672,452
Business Income Report Date: August 15, 2020 Business Income Annual Value: On file with Company Contingent Business Income: Covered premises includes all suppliers and receivers resulting in an interruption in the delivery of services
Territory

County of Albany



**Other Significant Terms and Conditions/Restrictions:**

**DESCRIPTION**

This policy(ies) will not apply to any risk which would be in violation of economic or trade sanctions administered by the United States Treasury, State, and Commerce Departments (e.g. the economic and trade sanctions administered by the United States Treasury Office of Foreign Assets Control – OFAC). Refer to Territory Section of Policy for coverage details. Countries or organizations with OFAC restrictions include but are not limited to the following: Balkans, Burma, Cuba, Iran, Iraq, Libya, Liberia, North Korea, Sierra Leone, Sudan, and Taliban. Please note that this list is subject to change. Up to date information is available on U.S. OFAC home page (<http://www.treas.gov/ofac>).

<b>Premium</b>	<b>\$24,998.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$24,998.00</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	Included

County of Albany



Coverage: Crime  
 Carrier: Travelers Casualty and Surety Co of America  
 Policy Period: 8/15/2020 to 8/15/2023

## Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Crime	Loss Sustained	Not Applicable	Not Applicable

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Employee Theft		See Endorsement	Single Loss Limit of Insurance
Forgery or Alteration	Limit	\$250,000	Single Loss Limit of Insurance
On Premises	Limit	\$250,000	Single Loss Limit of Insurance
In Transit	Limit	\$250,000	Single Loss Limit of Insurance
Computer Fraud	Limit	\$2,000,000	Single Loss Limit of Insurance
Funds Transfer Fraud	Limit	\$2,000,000	Single Loss Limit of Insurance
Identity Fraud Expense Reimbursement	Limit	\$25,000	Single Loss Limit of Insurance
Claim Expense	Limit	\$5,000	Single Loss Limit of Insurance

## Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	Forgery or Alteration - Single Loss Retention	\$2,500
Retention	On Premises - Single Loss Retention	\$2,500
Retention	In Transit - Single Loss Retention	\$2,500
Retention	Computer Fraud - Single Loss Retention	\$20,000
Retention	Funds Transfer Fraud - Single Loss Retention	\$20,000

## Endorsements include, but are not limited to:

DESCRIPTION
Crime Declarations Page - CRI-2001-0109
Crime Policy Form - CRI-3001-0109
Removal of Short-Rate Cancellation Endorsement - ACF-7006-0511
New York Insurance Regulation 209 Endorsement - CRI-17001-0317
Global Coverage Compliance Endorsement - Adding Financial Interest Coverage and Sanctions Condition and Amending Territory Condition - CRI-19072-0315
Social Engineering Fraud Insuring Agreement Endorsement - CRI-19085-0919
Amendatory Endorsement for Certain ERISA Considerations - CRI-19101-1117
Telecommunication Fraud Insuring Agreement Endorsement - CRI-19115-0519

County of Albany



Endorsements include, but are not limited to:

DESCRIPTION
New York Cancellation or Termination Endorsement - CRI-5033-0613
Amend Cancellation As To Any Employee Endorsement - CRI-7026-0713
Government Entity Crime Endorsement - Faithful Performance of Duty - CRI-7126-0109
Government Entity Crime Endorsement Including Coverage for Treasurers and Tax Collectors - CRI-7129-0109

Exclusions include, but are not limited to:

DESCRIPTION
Third Party Employee Dishonesty
Government Action Exclusion
Accounting or Arithmetic Errors
Voluntary Parting of Property
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Any theft or criminal act committed by a partner of the insured
Employee Dishonesty (does not apply to Employee Theft Coverage)
Replace Exclusion BB. Endorsement - CRI-19097-0517

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Insured's Premises Covered: Worldwide, except
Total Annual Premium - \$4,594.00

Premium (Three-year)	\$13,782.00
<b>ESTIMATED PROGRAM COST</b>	<b>\$13,782.00</b>



County of Albany



Coverage: Package - General Liability

Carrier: Argonaut Insurance Company

Policy Period: 8/15/2020 to 8/15/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Employee Benefits Liability	Occurrence	Not Applicable	Not Applicable
Sexual Abuse	Occurrence	Not Applicable	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
General Liability	Does Not Apply		

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Specific Limit	Limit	\$10,000,000	
Aggregate Limit	Limit	\$15,000,000	
Personal and Advertising Injury - Subject to GL Aggregate Limit	Limit	\$10,000,000	Occurrence
Products/Completed Operations	Limit	\$10,000,000	Occurrence
Products/Completed Operations	Limit	\$15,000,000	Aggregate
Employee Benefits Liability		Included	
Sexual Abuse	Limit	\$10,000,000	Occurrence
Sexual Abuse	Limit	\$10,000,000	Aggregate
Damage to Premises Rented to You	Limit	\$1,000,000	

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	General Liability - Underlying Retention	\$1,000,000

Additional Coverage:

DESCRIPTION	AMOUNT
Watercraft	Less than 51 Feet in Length and 100 Horsepower or Less

Endorsements include, but are not limited to:

DESCRIPTION
Sexual Abuse - GLRLE010 0713
Damage to Premises Rented to You - RLE142 0416



**Exclusions include, but are not limited to:**

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability	Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Liquor Liability Exclusion
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
General Liability	Mold / Fungus
EBL	Dishonest, fraudulent, criminal or malicious act or omission
EBL	Bodily Injury or Property Damage or Personal Injury
EBL	Failure of performance of contract
EBL	Failure of any investment to perform as represented by you
EBL	Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL	Wrongful termination of an employee
EBL	Coercion, demotion, reassignment, discipline or harassment of an employee
EBL	Discrimination against an employee
General Liability, EBL	Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability
General Liability	Exclusions as stated on the GL coverage form and endorsements, including but not limited to: Aircraft, Electronic Data and Vandalism, Eminent Domain / Inverse Condemnation, Underground Storage Tanks, Employers Liability,
General Liability	Albany County Nursing Home Excluded - AGGLRLE031 0610)
General Liability	Land Subsidence Exclusion - GLSUB 0517
General Liability	Unmanned Aircraft Exclusion - CG2109CW 0417
General Liability	Cyber Exclusion - RLE146 1018

**Binding Requirements:**

DESCRIPTION
Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form

County of Albany



**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION	
Treatment of ALAE: Underlying Retention: Inside Insurer's Specific Limit: Outside	
Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law	
Coverage Trigger: Per Occurrence	
<b>Premium</b>	<b>\$393,450.00</b>
<b>Fees</b>	
NY Auto Fee (Applicable for Automobile)	\$2,190.00
<b>Total Fees</b>	<b>\$2,190.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$395,640.00</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$4,189.00 Included</b>

**Subject to Audit: Not Auditable**



County of Albany



Coverage: Package - Automobile  
 Carrier: Argonaut Insurance Company  
 Policy Period: 8/15/2020 to 8/15/2021

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS
Automobile Liability (Specific Limit)	Limit	\$10,000,000	1

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	Automobile Liability - Underlying Retention	\$1,000,000

Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-Owned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.



**Exclusions include, but are not limited to:**

DESCRIPTION
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism
Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability
Exclusions as stated on the Auto coverage form including racing, Uninsured Motorist, Underinsured Motorist

**Binding Requirements:**

DESCRIPTION
Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Treatment of ALAE: Underlying Retention: Inside Insurer's Specific Limit: Outside
Coverage Trigger - Per Accident
Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law
Pollution Clean Up and Removal as provided on the Coverage Form
Waiver of Subrogation as provided under the Coverage Form
Covered Autos Includes Owned, Leased, Rented, Non-Owned and Borrowed Autos and Autos Commandeered in Emergency Situations

**Auto Disclaimer:**

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

County of Albany



<b>Premium</b>	<b>INCLUDED</b>
<b>Fees</b>	<b>INCLUDED</b>
<b>ESTIMATED PROGRAM COST</b>	<b>INCLUDED</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>INCLUDED</b>

**Subject to Audit: Not Auditable**

County of Albany



Coverage: Package - Public Officials Liability

Carrier: Argonaut Insurance Company

Policy Period: 8/15/2020 to 8/15/2021

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Officials Liability	Claims Made	Not Applicable	

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Public Officials Liability	Does Not Apply		

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Specific Limit	Limit	\$10,000,000
Aggregate Limit	Limit	\$15,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	Public Officials Liability - Underlying Retention	\$500,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Public Officials Liability	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 200% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

County of Albany



**Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		-

**Additional Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT
Coverage Extensions (not subject to Retained Limit):		
Identity Theft Expense	Limit	\$5,000
Key Individual Replacement	Limit	\$25,000
Emergency Travel Reimbursement	Limit	\$5,000

**Exclusions include, but are not limited to:**

DESCRIPTION
Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability
Exclusions as stated on the Public Officials Liability coverage form and endorsements including but not limited to: Eminent Domain / Inverse Condemnation, Employment Practices, Insurance Practices, Fraudulent Acts, Labor Disputes, Law Enforcement, Non-Monetary Relief, Debt Financing, Derivative Investment, Financial Loss, Securities, Bonds, and Debentures.

**Binding Requirements:**

DESCRIPTION
Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Treatment of ALAE: Underlying Retention: Inside Insurer's Specific Limit: Outside
Retroactive date - Full Prior Acts
Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law

<b>Premium</b>	<b>INCLUDED</b>
<b>Fees</b>	<b>INCLUDED</b>
<b>ESTIMATED PROGRAM COST</b>	<b>INCLUDED</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>INCLUDED</b>

**Subject to Audit: Not Auditable**

County of Albany



Coverage: Package - Employment Practices Liability  
 Carrier: Argonaut Insurance Company  
 Policy Period: 8/15/2020 to 8/15/2021

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Employment Practices Liability	Claims Made	Not Applicable	

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Employment Practices Liability	Does Not Apply		

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Specific Limit	Limit	\$10,000,000
Aggregate Limit	Limit	\$15,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	Employment Practices Liability - Underlying Retention	\$500,000

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Employment Practices Liability	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 200% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form

County of Albany



**Incident or Claim Reporting Provision:**

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

**Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	-	-		-

**Exclusions include, but are not limited to:**

DESCRIPTION
Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability
Exclusions as stated on the Employment Practices Liability coverage form and endorsements including but not limited to: Failure to Maintain Insurance, Violation of Laws, Non-Monetary Relief (exception for defense)

**Binding Requirements:**

DESCRIPTION
Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Treatment of ALAE: Underlying Retention: Inside Insurer's Specific Limit: Outside
Retroactive date - Full Prior Acts
Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law

<b>Premium</b>	<b>INCLUDED</b>
<b>Fees</b>	<b>INCLUDED</b>
<b>ESTIMATED PROGRAM COST</b>	<b>INCLUDED</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>INCLUDED</b>

**Subject to Audit: Not Auditable**

## County of Albany



Coverage: Package - Law Enforcement Liability

Carrier: Argonaut Insurance Company

Policy Period: 8/15/2020 to 8/15/2021

Form Number:

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Law Enforcement Liability	Occurrence	Not Applicable	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Law Enforcement Liability	Does Not Apply		

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Specific Limit	Limit	\$10,000,000
Aggregate Limit	Limit	\$15,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Self-Insured Retention	Law Enforcement Liability - Underlying Retention	\$1,000,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Animal Mortality	Limit	Up to \$10,000	Per Occurrence Annually

Exclusions include, but are not limited to:

DESCRIPTION
Unmanned Aircraft Exclusion per expiring - CG2109CWLEL 0417
Asbestos, Lead, Silica, Nuclear Energy, Nuclear Hazard, Pollution, Fungi/Bacteria, Electromagnetic Radiation, Contamination and Disease, War and Military Action, Nuclear Device Detonation, Pathogenic or Poisonous Biological or Chemical Materials, Cyber Liability
Exclusions as stated on the Law Enforcement Liability coverage form including Care, Custody and Control (not applicable to property on persons at time of arrest), Injury to Auxiliary or Volunteer Officers, Prior or Pending Legal Action or Litigation, Unmanned Aircraft

Binding Requirements:

DESCRIPTION
Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form



County of Albany



Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Treatment of ALAE: Underlying Retention: Inside Insurer's Specific Limit: Outside
Notice of Cancellation - 90 Days; 10 Days for Non-Payment; In Compliance with State Law
Coverage Trigger: Per Occurrence

Premium	INCLUDED
Fees	INCLUDED
ESTIMATED PROGRAM COST	INCLUDED
TRI/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Subject to Audit: Not Auditable



County of Albany



**Coverage:** Package - General Liability  
**Carrier:** Safety National Casualty Corporation  
 Safety Specialty Insurance Company  
**Policy Period:** 8/15/2020 to 8/15/2021

**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Employee Benefits Liability	Claims Made	Not Applicable	

**Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
General Liability	Does Not Apply		

**Participation Schedule:**

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

**Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
General Aggregate Limit	Limit	\$4,000,000	Other than Product/Completed Operations
Products/Completed Operations Aggregate Limit	Limit	\$4,000,000	
Each Occurrence Limit	Limit	\$2,000,000	Combined BI & PD
Personal and Advertising Injury Limit	Limit	\$2,000,000	Any One Person or Org
Damages to Premises Rented to You Limit	Limit	\$500,000	including Fire Damage Legal
Employee Benefits Liability Coverage		-	
Aggregate Limit	Limit	\$4,000,000	
Each Employee Limit	Limit	\$2,000,000	

**Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Retention	General Liability - Each Occurrence	\$1,000,000
Retention	Personal and Advertising Injury	\$1,000,000
Retention	Damages to Premises Rented to You	\$1,000,000
Retention	Employee Benefits Liability	\$1,000,000



County of Albany



Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Employee Benefits Liability	-		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Refer to attached policy form

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Run Off Provisions:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	-	-		-

Endorsements include, but are not limited to:

DESCRIPTION
Amended Definition of Bodily Injury - SNGL 004
Unintentional Failure to Disclose Hazards or Occurrences - SNGL 021
Deletion of Premium Audit Condition - SNGL 053
Designated Additional Insured (Broad Form) - SNGL 022
Governmental Subdivisions Endorsement - CG 24 09
Employee Benefits Liability Coverage with Self-Insured Retention - SNGL 054
Self-Insured Retention Endorsement - SNGL 024
Sexual Abuse or Molestation Coverage - Manuscript
Mandatory State Endorsements - As required by covered states
Co-Employee Exclusion Deleted - SNGL 012
CGL Coverage Form - (CG 00 01)

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion





Exclusions Include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Liquor Liability Exclusion
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
General Liability	Mold / Fungus
EBL	Dishonest, fraudulent, criminal or malicious act or omission
EBL	Bodily Injury or Property Damage or Personal Injury
EBL	Failure of performance of contract
EBL	Failure of any investment to perform as represented by you
EBL	Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL	Wrongful termination of an employee
EBL	Coercion, demotion, reassignment, discipline or harassment of an employee
EBL	Discrimination against an employee
General Liability	Total Pollution Exclusion W/ Hostile Fire Exception - CG 21 55
General Liability	Nuclear Energy Liability Exclusion - IL 00 21
General Liability	Fungi or Bacteria Exclusion - CG 21 67
General Liability	Silica Exclusion - CG 21 96
General Liability	Asbestos Exclusion - SNGL 044
General Liability	Lead Exclusion - SNGL 043
General Liability	Employment Related Practices Exclusion - CG 21 47
General Liability	Law Enforcement Exclusion - CG 22 51
General Liability	ERISA Exclusion - SNGL 002
General Liability	Failure to Supply Exclusion - CG 22 50
General Liability	Injury to Volunteer Firefighters Exclusion - CG 22 56
General Liability	Access or Disclosure of Confidential or Personal Information And Data-Related Liability Exclusion - CG 21 07
General Liability	Coverage C- Medical Payments Exclusion - CG 21 35

County of Albany



**Binding Requirements:**

**DESCRIPTION**

Subject to Signed Acceptance or Rejection of Terrorism Insurance Coverage with regard to General Liability

**Other Significant Terms and Conditions/Restrictions:**

**DESCRIPTION**

Carrier: Safety National Casualty Corporation

Employee Benefits Liability - Retroactive Date: Full Prior Acts

<b>Premium</b>	<b>\$74,461.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$74,461.00</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$1,266.00</b>

**Subject to Audit: Not Auditable**

County of Albany



Coverage: Package - Automobile  
 Carrier: Safety National Casualty Corporation  
 Safety Specialty Insurance Company  
 Policy Period: 8/15/2020 to 8/15/2021

**Participation Schedule:**

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

**Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS	BASIS
Auto Liability - Combined Single Limit - Bodily Injury & Property Damage	Limit	\$2,000,000	1	Any One Accident

**Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Retention	Auto Liability - Any One Accident	\$1,000,000

**Covered Autos:**

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).



**Covered Autos:**

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-Owned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

**Endorsements include, but are not limited to:**

DESCRIPTION
Self-Insured Retention Endorsement - SNCA 022
Public Entity Endorsement - SNCA 029
Broad Form Named Insured - SNCA 038
Unintentional Failure to Disclose Material Facts - SNCA 028
Unintentional Failure to Provide Notice of Accident or Loss - SNCA 030
Audio, Visual, & Data Electronic Equipment Coverage- Fire, Police, & Emergency Vehicles - CA 20 02
Amphibious Vehicles - CA 23 97
Public Transportation Autos - CA 24 02
Hired Autos Specified as Covered Autos you Own - CA 99 16
Waiver of Premium Audit Condition - Manuscript
CA Coverage Form - (CA 00 01)
Mandatory State Endorsements - As required by covered states

**Exclusions include, but are not limited to:**

DESCRIPTION
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism
Exclusion of Federal Employees Using Autos in Government Business - CA 04 42

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**Exclusions include, but are not limited to:**

DESCRIPTION
Emergency Services - Volunteer Firefighters' and Workers' Injuries Excluded - CA 20 30
Silica Exclusion - CA 23 94
Nuclear Energy Liability Exclusion - IL 00 21

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
UM/UIM, PIP, and/or Med Pay coverage - If the insured's intent is to reject UM/UIM, PIP, and/or Med Pay coverage in states that allow total rejection and the state mandatory forms are not signed, dated and returned prior to a loss, the insured's SIR will apply to the claim, if payments are made.
Carrier: Safety National Casualty Corporation

**Auto Disclaimer:**

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Premium	\$57,648.00
<b>ESTIMATED PROGRAM COST</b>	<b>\$57,648.00</b>

**Subject to Audit: Not Auditable**



County of Albany



**Coverage:** Package - Excess Liability  
**Carrier:** Safety National Casualty Corporation  
 Safety Specialty Insurance Company  
**Policy Period:** 8/15/2020 to 8/15/2021

**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	Not Applicable	Not Applicable

**Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Excess Liability	Does Not Apply		

**Participation Schedule:**

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

**Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT
General Aggregate	Limit	\$8,000,000
Each Occurrence	Limit	\$8,000,000

**Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT	ADDITIONAL INFO
Deductible	Excess Liability	None	Underlying Policies

**Underlying Policies:**

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability	Combined Single Limit	\$2,000,000/\$4,000,000	Safety National Casualty Corporation	8/15/2020	8/15/2021
Automobile Liability	Limit	\$2,000,000	Safety National Casualty Corporation	8/15/2020	8/15/2021
Public Officials Liability	Limit	\$2,000,000/\$2,000,000	Safety Specialty Insurance Company	8/15/2020	8/15/2021
Law Enforcement Liability	Limit	\$2,000,000/\$2,000,000	Safety Specialty Insurance Company	8/15/2020	8/15/2021
Employers Liability	Limit	\$2M/\$2M/\$2M	MWECC	1/1/2020	1/1/2021

County of Albany



**Endorsements include, but are not limited to:**

DESCRIPTION
Commercial Excess Coverage Form - (CX 00 01)

**Exclusions include, but are not limited to:**

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Terrorism - CX 21 33
Failure to Supply - Manuscript

**Binding Requirements:**

DESCRIPTION
Subject to Signed Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Carrier: Safety National Casualty Corporation
All underlying coverages must be bound through Safety National Casualty Corporation or Safety Specialty Insurance Company.

<b>Premium</b>	<b>\$111,948.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$111,948.00</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$4,273.00</b>

**Subject to Audit: Not Auditable**

County of Albany



**Coverage:** Package - Public Officials Liability & Employment Practices Liability

**Carrier:** Safety National Casualty Corporation  
Safety Specialty Insurance Company

**Policy Period:** 8/15/2020 to 8/15/2021

**Form Number:** POEPCM 0416

**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Officials Liability & Employment Practices Liability	Claims Made	Not Applicable	

**Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Public Officials Liability	Does Not Apply		

**Participation Schedule:**

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

**Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT
Annual Aggregate Limit	Limit	\$2,000,000
Each Wrongful Act	Limit	\$2,000,000

**Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Retention	Each Wrongful Act (including LAE)	\$500,000

**Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:**

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Public Officials Liability	--		

**Claims Made Coverage:**

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.



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**Definition of Claim:**

DESCRIPTION
Refer to attached policy form

**Incident or Claim Reporting Provision:**

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

**Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

**Endorsements include, but are not limited to:**

DESCRIPTION
Mandatory State Forms
Non-Stacking of Limits Endorsement – Form ILNONSTACK 0416
POL/EPL Coverage Form - (POEPCM 0416)
Coverage Retention Form - (ILSIR 0716)

**Exclusions include, but are not limited to:**

DESCRIPTION
Asbestos

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Carrier: Safety Specialty Insurance Company
Retroactive Date: Full Prior Acts

Premium	\$53,039.00
<b>ESTIMATED PROGRAM COST</b>	<b>\$53,039.00</b>

**Subject to Audit: Not Auditable**

County of Albany



**Coverage:** Package - Law Enforcement Liability  
**Carrier:** Safety National Casualty Corporation  
 Safety Specialty Insurance Company  
**Policy Period:** 8/15/2020 to 8/15/2021

**Form Number:** LELPOF 0416

**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Law Enforcement Liability	Occurrence	Not Applicable	Not Applicable

**Defense Limitations:**

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Law Enforcement Liability	Does Not Apply		

**Participation Schedule:**

CARRIER	PARTICIPATING LIMIT
Safety National Casualty Corporation	
Safety Specialty Insurance Company	

**Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT
Annual Aggregate Limit	Limit	\$2,000,000
Each Occurrence Limit	Limit	\$2,000,000

**Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Retention	Each Occurrence (including LAE)	\$1,000,000

**Endorsements include, but are not limited to:**

DESCRIPTION
Mandatory State Forms
Non-Stacking of Limits Endorsement – Form ILNONSTACK 0416
LEL Coverage Form - (LELPOF 0416)
Coverage Retention Form - (ILSIR 0716)

**Exclusions include, but are not limited to:**

DESCRIPTION
Asbestos

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**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION	
Carrier: Safety Specialty Insurance Company	

<b>Premium</b>	<b>\$70,480.00</b>
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<b>ESTIMATED PROGRAM COST</b>	<b>\$70,480.00</b>
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**Subject to Audit: Not Auditable**



County of Albany



Coverage: General Liability Including Professional Liability

Carrier: Medical Liability Mutual Insurance Co

Policy Period: 8/15/2020 to 8/15/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability	Occurrence	Not Applicable	Not Applicable
Professional Liability	Claims Made	4/4/1986	

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
General Liability	Does Not Apply		
Professional Liability Insurance	Does Not Apply		

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Each Occurrence	Limit	\$1,000,000
Personal and Advertising Injury	Limit	\$1,000,000
Damage to Premises Rented to you	Limit	\$100,000
Medical Payments	Limit	\$10,000
General Aggregate	Limit	\$3,000,000
Products – Completed Operations Aggregate	Limit	\$3,000,000
Professional Liability Insurance:		-
- Each Medical Incident	Limit	\$1,000,000
- Aggregate	Limit	\$3,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	General Liability	None
Deductible	Professional Liability	None

Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Professional Liability	--		

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual

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premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

**Definition of Claim:**

DESCRIPTION
Refer to attached policy form

**Incident or Claim Reporting Provision:**

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

**Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	--	--		--

**Endorsements include, but are not limited to:**

DESCRIPTION
Policy Form: Occurrence

**Exclusions include, but are not limited to:**

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability	Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Liquor Liability Exclusion
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
General Liability	Mold / Fungus

**Other Significant Terms and Conditions/Restrictions:**

DESCRIPTION
Only the following locations are covered (same as expiring); 100 Heritage Lane, Albany, 175 Green Street, Albany, 260 So. Pearl Street, Albany, 840 Albany Shaker Road, Albany, 75 New Scotland Avenue, Albany and 112 State Street, Albany.
MLMIC is only covering the mental health unit located at the Albany County Correctional/Jail Facility, which services are provided by County employees.





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Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
The policy will remain auditable
Only the following nurse practitioners is covered under this quotation: Patricia Gaynor, NP and Carla Suna, NP.
The total visits used for this year's renewal are 55,823

Premium	\$390,461.00
<b>ESTIMATED PROGRAM COST</b>	<b>\$390,461.00</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>INCLUDED</b>

Subject to Audit: Not Auditable

## County of Albany



Coverage: Cyber Liability  
 Carrier: ACE American Insurance Company  
 Policy Period: 8/15/2020 to 8/15/2021

Form Number: PF-48169 (02/19)

## Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Third Party Liability Insuring Agreements : Payment Card Loss, Regulatory Proceedings	Claims Made	8/15/2007	8/15/2013
Cyber, Privacy And Network Security Liability	Claims Made	8/15/2007	8/15/2013
Electronic, Social And Printed Media Liability	Claims Made	8/15/2013	8/15/2013

## Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Cyber Liability	Applies		Other / Claims Expenses Under This Policy Shall Reduce and May Exhaust the Applicable Limit of Insurance

## Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Maximum Single Limit of Insurance	Limit	\$5,000,000	
Maximum Policy Aggregate Limit of Insurance	Limit	\$5,000,000	
First Party Insuring Agreements		-	
Cyber Incident Response Fund		-	
Cyber Incident Response Team	Limit	\$5,000,000	Each Cyber Incident
Cyber Incident Response Team	Limit	\$5,000,000.00	Aggregate
Non-Panel Response Provider	Limit	\$1,000,000.00	Each Cyber Incident
Non-Panel Response Provider	Limit	\$1,000,000.00	Aggregate
Digital Data Recovery	Limit	\$5,000,000	Each Cyber Incident
Digital Data Recovery	Limit	\$5,000,000	Aggregate
Network Extortion	Limit	\$5,000,000.00	Each Cyber Incident
Network Extortion	Limit	\$5,000,000	Aggregate
Third Party Liability Insuring Agreements		-	
Cyber, Privacy And Network Security Liability	Limit	\$5,000,000	Each Claim
Cyber, Privacy And Network Security Liability	Limit	\$5,000,000	Aggregate
Regulatory Proceedings	Limit	\$2,500,000	Each Claim
Regulatory Proceedings	Limit	\$2,500,000	Aggregate

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**Coverage:**

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Payment Card Loss	Limit	\$2,500,000	Each Claim
Payment Card Loss	Limit	\$2,500,000	Aggregate
Electronic, Social & Printed Media	Limit	\$5,000,000	Each Claim
Electronic, Social & Printed Media	Limit	\$5,000,000	Aggregate

**Deductibles / Self-Insured Retention**

TYPE	COVERAGE	AMOUNT
Retention	First Party Insuring Agreements	-
Retention	Cyber Incident Response Team - Each Cyber Incident	\$100,000
Retention	Non-Panel Response Provider - Each Cyber Incident	\$100,000
Retention	Digital Data Recovery - Each Cyber Incident	\$100,000
Retention	Network Extortion - Each Cyber Incident	\$100,000
Retention	Third Party Liability Insuring Agreements	-
Retention	Cyber, Privacy And Network Security Liability - Each Claim	\$100,000
Retention	Regulatory Proceedings - Each Claim	\$100,000
Retention	Payment Card Loss - Each Claim	\$100,000
Retention	Electronic, Social & Printed Media - Each Claim	\$100,000
Retention	Non-Panel Response Provider : Cyber Incident Response Coach Retention	\$100,000

**Any Other Continuity or Specific Dates/Limits applicable to the Claims-Made Conditions:**

COVERAGE	CONTINUITY DATE	LIMITS	CONDITIONS
Third Party Liability Insuring Agreements : Payment Card Loss, Regulatory Proceedings	--		
Cyber, Privacy And Network Security Liability	--		
Electronic, Social And Printed Media Liability	--		

**Claims Made Coverage:**

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is 100% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (30) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

**Definition of Claim:**

DESCRIPTION
Claim Means any:
1. Written Demand Against any Insured for Monetary Damages or Non-Monetary or Injunctive Relief;



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**Definition of Claim:**

DESCRIPTION
2. Civil Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Service of a Complaint or Similar Pleading;
3. Arbitration, Mediation, Or Other Alternative Dispute Resolution Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Receipt of a Written Demand, Or Service of a Complaint or Similar Pleading;
5. Written Request Directed at any Insured to Toll or Waive a Statute of Limitations Applicable to a Claim Referenced in Paragraphs 1-4 Immediately Above; Or
6. Regulatory Proceeding Against any Insured, Including, Where Applicable, Any Appeal Therefrom.

**Incident or Claim Reporting Provision:**

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

**Run Off Provisions:**

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Refer to attached policy form	-	-		-

**Endorsements include, but are not limited to:**

DESCRIPTION
Policy Form - PF-48169 (02/19)
Policyholder Notice Commercial Lines Deregulation New York - ALL-23445b (07/13)
Chubb Producer Compensation Practices & Policies - ALL-20887a (03/16)
Policyholder Notice Cyber Services for Loss Mitigation - PF-48260 (10/16)
Policyholder Notice Cyber Services for Incident Response - PF-48259 (02/19)
US Foreign Account Tax Compliance Act ("FATCA") - ALL-42490b (07/16)
U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - PF-17914a (04/16)
Trade or Economic Sanctions Endorsement - PF-46422 (07/15)
Cap On Losses From Certified Acts Of Terrorism - PF-45354 (02/19)
Disclosure Pursuant To Terrorism Risk Insurance Act - TRIA11d (03/16)
Signatures - CC-1k11i (02/18)
Additional Insured - Blanket Pursuant to a Contract - Cyber ERM - PF-48155 (02/19)
Optional Extended Reporting Period (Item 7) Amended - PF-48153 (02/19)
Control Group Member Redefined - Variable - PF-48148 (09/16)
Conduct Exclusion Amended - Final, Non-Appealable Adjudication - PF-49491 (02/19)
Application Amended - PF-49452 (02/19)
Retroactive Date (Item 5) Amended - Specified by Insured and Insuring Agreement - PF-48165 (02/19)
Amendatory Endorsement - New York Free Trade Zone - PF-48604(06/19)
Period of Restoration Endorsement - PF-48160 (02/19)

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**Endorsements include, but are not limited to:**

DESCRIPTION
Chubb Cyber Enterprise Risk Management Policy - Quote Letter - PF48167 1016
Chubb Cyber Enterprise Risk Management Policy Declarations - PF48168 1016
Forms Schedule - PF-48152 (09/16)

**Exclusions include, but are not limited to:**

DESCRIPTION
False Claims Act Exclusion - PF-48263 (02/19)

**Binding Requirements:**

DESCRIPTION
Subject to
- We Require the Producer to Provide the "Home State" as Defined in the Non-Admitted and Reinsurance Reform Act of 2010 (NRRRA) upon the Binding of This Placement
- Re-Signed/Dated Application (Within 30 Days of Policy Inception)

<b>Premium</b>	<b>\$65,585.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$65,585.00</b>
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$0.00</b>

**Subject to Audit: Not Auditable**

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Coverage: Excess Liability  
 Carrier: Allied World Assurance Co (U.S.) Inc.  
 Policy Period: 8/15/2020 to 8/15/2021

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	Not Applicable	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Umbrella	Applies		Other / Follows Underlying

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Per Occurrence	Limit	\$10,000,000
Annual Aggregate Limit	Limit	\$10,000,000

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Excess Liability - Per Occurrence	None

Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Auto Liability	Specific Limit	\$10,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
General Liability	Specific Limit	\$10,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
General Liability	Annual Aggregate Limit	\$15,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Law Enforcement Liability	Specific Limit	\$10,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Law Enforcement Liability	Annual Aggregate Limit	\$15,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Public Officials Liability	Specific Limit	\$10,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Public Officials Liability	Annual Aggregate Limit	\$15,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Employment Practices Liability	Specific Limit	\$10,000,000	Argonaut Ins. Co.	8/15/2020	8/15/2021
Employment Practices	Annual Aggregate	\$15,000,000	Argonaut Ins.	8/15/2020	8/15/2021

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**Underlying Policies:**

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Liability	Limit		Co.		

**Endorsements include, but are not limited to:**

DESCRIPTION
Following Form Excess Liability Insurance Policy Declarations - GL 00139 00
Terrorism Disclosure Statement - GL 00117 00
Schedule of Underlying Insurance - GL 00323 00
Following Form Excess Liability Insurance Policy - GL 00126 00
New York Amendatory Endorsement - GL 00286 31
Follow Form Other Aggregate Limit Endorsement - GL 00366 00

**Exclusions include, but are not limited to:**

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Excess—Auto Exclusion - SIR-XS 00005 00
Access to or Disclosure of Confidential or Personal Information - GL 00447 00
Exclusion—Aircraft and Airports Including Airport Boards - Z-XSFF 00197 00
Policy Changes—Communicable Disease Exclusion - 00135

**Binding Requirements:**

DESCRIPTION
Subject to
- Provide Updated Ground-up and Excess Carrier Loss Runs for Policy Years 2014—Present (at a Minimum), Valued Within 90 Days of the Effective Date
- Signed and Dated Acceptance or Rejection of Terrorism Insurance Coverage Form
- Receipt of the Underlying Binder(s) Prior to Issuance of our Binder/Underlying Policies Due Within 30 Days of the Effective Date.

County of Albany



<b>Premium</b>	<b>\$106,632.00</b>
<b>Fees</b>	
Broker Fee - RPS	\$6,500.00
<b>Total Fees</b>	<b>\$6,500.00</b>
<b>ESTIMATED PROGRAM COST</b>	<b>\$113,132.00</b>
<b>TRIA/TRIPRA PREMIUM</b> (+ Additional Surcharges, Taxes and Fees as applicable)	<b>\$1,459.00 Included</b>

**Subject to Audit: Not Auditable**



### Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE	EXPIRING PROGRAM			PROPOSED PROGRAM(S)			
	ESTIMATED COST			PROGRAM 1 (RECOMMENDED)	PROGRAM 2		
Property	Premium Taxes Srchrg & Asmnt Total Fees	-	-	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$282,798.00	Travelers Indemnity Company (The Travelers Companies, Inc.)	\$282,798.00
	Estimated Cost	\$244,243.00	-		\$953.00		\$953.00
	Annualized Cost	-	-		Included		Included
	TRIA Premium	-	-				
						\$24,998.00	\$24,998.00
Equipment Breakdown	Premium Taxes Srchrg & Asmnt Total Fees	-	-	Greenwich Insurance Company (XL Group plc)	\$24,998.00	Greenwich Insurance Company (XL Group plc)	\$24,998.00
	Estimated Cost	\$21,713.00	-				\$24,998.00
	Annualized Cost	-	-				
	TRIA Premium	-	-				\$0.00
						\$13,782.00	\$13,782.00
Crime	Premium Taxes Srchrg & Asmnt Total Fees	-	-	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	\$13,782.00	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	\$13,782.00
	Estimated Cost	\$13,524.00	-				\$13,782.00
	Annualized Cost	-	-				
	TRIA Premium	-	-				

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM(S)	
		ESTIMATED COST		PROGRAM 1 (RECOMMENDED)	PROGRAM 2
Package	Premium Taxes	-	-	\$393,450.00	\$367,576.00
	Srchrg & Asmnt Total Fees	-	-	-	-
	Estimated Cost	-	\$414,958.00	\$2,190.00	\$367,576.00
	Annualized Cost TRIA Premium	-	-	Included	\$5,539.00
General Liability Including Professional Liability	Premium Taxes	-	-	\$390,461.00	\$390,461.00
	Srchrg & Asmnt Total Fees	-	-	-	-
	Estimated Cost	-	\$378,948.00	\$390,461.00	\$390,461.00
	Annualized Cost TRIA Premium	-	-	Included	Included
Cyber Liability	Premium Taxes	-	-	\$65,585.00	\$65,585.00
	Srchrg & Asmnt Total Fees	-	-	-	-
	Estimated Cost	-	\$61,252.00	\$65,585.00	\$65,585.00
	Annualized Cost TRIA Premium	-	-	\$0.00	\$0.00

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM(S)	
		ESTIMATED COST		PROGRAM 1 (RECOMMENDED)	PROGRAM 2
Excess Liability	Premium Taxes	Allied World Assurance Co (U.S.) Inc. (Allied World Assurance Group)	-	Allied World Assurance Co (U.S.) Inc. (Allied World Assurance Group)	\$106,632.00
	Schrg & Asmnt		-		-
	Total Fees		-		-
	Estimated Cost		\$92,480.00		\$6,500.00
	Annualized Cost		\$92,480.00		\$113,132.00
	TRIA Premium		-	Included	-
	<b>Total Estimated Program Cost</b>		<b>\$1,227,118.00</b>	<b>\$1,287,349.00</b>	<b>\$1,257,826.00</b>

Quote from Argonaut Insurance Company is valid until 8/14/2020

Quote from Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.) is valid until 8/14/2020

Quote from Greenwich Insurance Company (XL Group plc) is valid until 8/15/2020

Quote from Travelers Indemnity Company (The Travelers Companies, Inc.) is valid until 8/14/2020

Quote from ACE American Insurance Company (ACE Group) is valid until 8/14/2020

Quote from Medical Liability Mutual Insurance Co (Medical Liability Mutual Insurance Co) is valid until 8/15/2020

Quote from Allied World Assurance Co (U.S.) Inc. (Allied World Assurance Group) is valid until 8/15/2020

Quote from Safety National Casualty Corporation (Tokio Marine Holdings, Inc.), etc... is valid until 8/15/2020

Gallagher is responsible for the placement of the following lines of coverage:

- Property
- Equipment Breakdown
- Crime
- Package
- General Liability Including Professional Liability
- Cyber Liability
- Excess Liability

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

County of Albany



## Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients.

### What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

### Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation** of multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated ACH options and flexible payment terms.

### Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

County of Albany



## Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Travelers Indemnity Company (The Travelers Companies, Inc.)	Property	Paid in Full at Inception	Agency Bill
Greenwich Insurance Company (XL Group plc)	Equipment Breakdown	Paid in Full at Inception	Agency Bill
Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	Crime	Three Annual Installments of \$4,594 each	Agency Bill
Argonaut Insurance Company	Package	Full Annual Premium due within 30 days of policy inception	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.) Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	Package	Annual Pay Plan - Premiums due within 30 days of binding	Agency Bill
Medical Liability Mutual Insurance Co (Medical Liability Mutual Insurance Co)	General Liability Including Professional Liability	Full Annual Premium due within 30 days of policy inception	Agency Bill
ACE American Insurance Company (ACE Group)	Cyber Liability	Full Annual Premium due within 30 days of policy inception	Agency Bill
Allied World Assurance Co (U.S.) Inc. (Allied World Assurance Group)	Excess Liability	Premium Payment is Due Within Twenty (20) Days from Effective Date	Agency Bill

County of Albany



## Coinsurance Illustration

### Coinsurance Formula:

Insurance Carried + Insurance Required x Loss - Deductible = Settlement

### Example of Coinsurance formula applied to a hypothetical loss situation:

Property Value	=	\$1,000,000
Coinsurance Amount	=	80%
Deductible	=	\$500
Insurance Required	=	\$800,000 (80% of \$1,000,000)
Insurance Carried	=	\$400,000
Loss Incurred	=	\$200,000

Settlement determined by applying the coinsurance formula:

\$400,000

(Insurance Carried)

\_\_\_\_\_ x \$200,000 (Loss) - \$500 (Deductible) = \$99,500 Settlement

\$800,000

(Insurance Required)

**Note:** If the property in the above example is insured for the full insurance required (\$800,000), the insured will recover \$199,500. In the above example, the insured will suffer a \$100,000 penalty for not being insured to the proper limit.

County of Albany



## Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
ACE American Insurance Company	A++ XV	Admitted
Allied World Assurance Co (U.S.) Inc.	A XV	Admitted
Argonaut Insurance Company	A- XIV	Admitted
Greenwich Insurance Company	A+ XV	Admitted
Medical Liability Mutual Insurance Co	A+ X	Admitted
Safety National Casualty Corporation	A+ XV	Admitted
Safety Specialty Insurance Company	A+ XV	Admitted
Travelers Casualty and Surety Co of America	A++ XV	Admitted
Travelers Indemnity Company	A++ XV	Admitted

\*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

\*\*If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

County of Albany



# Proposal Disclosures



County of Albany



## Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

### Proposal Disclaimer

**IMPORTANT:** The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

### Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from Insurers or third-parties, please contact Gallagher via e-mail at [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com) or by regular mail at:

Chief Compliance Officer  
Gallagher Global Brokerage  
Arthur J. Gallagher & Co.  
2850 Golf Rd.  
Rolling Meadows, IL 60008

### TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

County of Albany



**Property Estimator Disclaimer**

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.



County of Albany



## Client Signature Requirements

County of Albany



## Coverages for Consideration

### Overview

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

### Other Coverage Considerations

- Aviation

County of Albany



## Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 7/17/2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

COVERAGE/CARRIER	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Property</b>
	Travelers Indemnity Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Equipment Breakdown</b>
	Greenwich Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Crime</b>
	Travelers Casualty and Surety Co of America
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Package</b>
<input type="checkbox"/> Option # 1	Argonaut Insurance Company
<input type="checkbox"/> Option # 2	Safety National Casualty Corporation, Safety Specialty Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>General Liability Including Professional Liability</b>
	Medical Liability Mutual Insurance Co
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Cyber Liability</b>
	ACE American Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b>
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>Excess Liability</b>
	Allied World Assurance Co (U.S.) Inc.
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<b>TRIA</b>

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

---

**Producer/ Insured Coverage Amendments and Notes:**

**Exposures and Values**

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

**Provide Quotations or Additional Information on the Following Coverage Considerations:**

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

**Other Coverages to Consider**

Yes  No - Aviation

**Other Services to Consider**

Yes  No - CORE360™ Loss Control Portal

Yes  No - eRiskHub

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

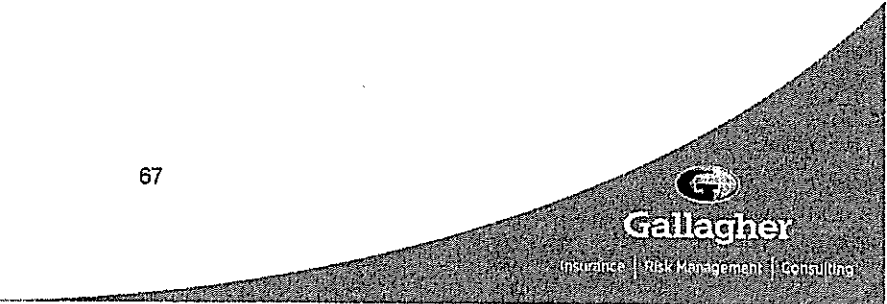
By: \_\_\_\_\_  
Print Name (Specify Title)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Appendix



# Bindable Quotations & Compensation Disclosure Schedule

Client Name: County of Albany

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME <sup>1</sup>	EST. ANNUAL PREMIUM <sup>2</sup>	COMM.% OR FEE <sup>3</sup>	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
Property	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$282,798.00	15 %	
Equipment Breakdown	Greenwich Insurance Company (XL Group plc)	Risk Placement Services	\$24,998.00	20 %	10 %
Crime	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	N/A	\$13,782.00	15 %	
Package	Argonaut Insurance Company	Trident Insurance Services	\$393,450.00	15 %	*
Package			-	\$55,136.40	
General Liability			\$74,461.00	15 %	
Automobile			\$57,648.00	15 %	
Excess Liability			\$111,948.00	15 %	
Public Officials Liability & Employment Practices Liability	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.) Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	N/A	\$53,039.00	15 %	
Law Enforcement Liability			\$70,480.00	15 %	



County of Albany



COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME <sup>1</sup>	EST. ANNUAL PREMIUM <sup>2</sup>	COMM. % OR FEE <sup>3</sup>	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
General Liability Including Professional Liability	Medical Liability Mutual Insurance Co (Medical Liability Mutual Insurance Co)	N/A	\$390,461.00	10 %	
Cyber Liability	ACE American Insurance Company (ACE Group)	N/A	\$65,585.00	15.5 %	
Excess Liability	Allied World Assurance Co (U.S.) Inc. (Allied World Assurance Group)	Risk Placement Services	\$106,632.00	15 %	0 % + \$6,500.00

<sup>1</sup> We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

<sup>2</sup> If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

\* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

<sup>3</sup> The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving \_\_\_% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.



## Binding Requirements

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
<b>Property</b> Travelers Indemnity Company	Subject to compliance with our reasonable engineering recommendations.
<b>Equipment Breakdown</b> Greenwich Insurance Company	N/A
<b>Crime</b> Travelers Casualty and Surety Co of America	N/A
<b>Package</b> Argonaut Insurance Company	<b>General Liability</b> - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
	<b>Automobile</b> - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
	<b>Public Officials Liability</b> - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
	<b>Employment Practices Liability</b> - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
	<b>Law Enforcement Liability</b> - Subject to Completed, Signed and Dated "Acceptance or Rejection of Terrorism" Form
<b>Package</b> Safety National Casualty Corporation Safety Specialty Insurance Company	<b>General Liability</b> - Subject to Signed Acceptance or Rejection of Terrorism Insurance Coverage with regard to General Liability
	<b>Automobile</b> - N/A
	<b>Excess Liability</b> - Subject to Signed Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability
	<b>Public Officials Liability &amp; Employment Practices Liability</b> - N/A
<b>Law Enforcement Liability</b> - N/A	
<b>General Liability Including Professional Liability</b> Medical Liability Mutual Insurance Co	N/A
<b>Cyber Liability</b> ACE American Insurance Company	Subject to - We Require the Producer to Provide the "Home State" as Defined in the Non-Admitted and Reinsurance Reform Act of 2010 (NRRA) upon the Binding of This Placement - Re-Signed/Dated Application (Within 30 Days of Policy Inception)
<b>Excess Liability</b> Allied World Assurance Co (U.S.) Inc.	Subject to - Provide Updated Ground-up and Excess Carrier Loss Runs for Policy Years 2014—Present (at a Minimum), Valued Within 90 Days of the Effective Date - Signed and Dated Acceptance or Rejection of Terrorism Insurance Coverage Form - Receipt of the Underlying Binder(s) Prior to Issuance of our Binder/Underlying Policies Due Within 30 Days of the Effective Date.

County of Albany



## Claims Reporting By Policy

### Reporting Options:

- Email: [NortheastRegion.BSD.ClaimsReporting@aiq.com](mailto:NortheastRegion.BSD.ClaimsReporting@aiq.com)
- Phone: 800.770.0001
- Phone: 856.675.1301 (Direct & International)
- Fax: 856.675.1302
- After hours emergency report service: 877.458.0288

### Mailing Address:

Attn: Claims Service Manager  
Arthur J. Gallagher  
4000 Midlantic Drive  
Suite 200  
Mt. Laurel, NJ 08054

For all claims reported directly to Gallagher the following services will be provided:

- Preparation of loss notice and delivery to insurance carrier(s).
- Promptly provide claim acknowledgement including claim number and adjuster contact information once the claim is assigned.
- Initiate assignment to Gallagher Claims Advocate when required for continued customer service and management of claims.

**RESOLUTION NO. 254**

**AUTHORIZING AGREEMENTS REGARDING ALBANY COUNTY  
INSURANCE COVERAGE**

Introduced: 8/10/20  
By Law Committee:

WHEREAS, The Albany County Attorney's Office, upon the recommendation of the County's insurance consultant, has requested authorization to enter into agreements for the County's insurance coverage through Arthur J. Gallagher Risk Management Services, Inc., and

WHEREAS, It has been recommended that the County enter into agreements with Argonaut Insurance Company for Excess Commercial, General, Automobile, Law Enforcement, Public Officials, and Employment Practices coverage; Allied World for Excess insurance; Travelers for Property insurance; Greenwich for Boiler and Machinery coverage; Medical Liability Mutual Insurance Company for Medical Liability coverage; ACE for Cyber Liability insurance; and Travelers for Crime insurance for a total combined premium amount of \$1,287,349, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements through Arthur J. Gallagher Risk Management Services, Inc. with Argonaut Insurance Company for Excess Commercial, General, Automobile, Law Enforcement, Public Officials, and Employment Practices coverage at an annual premium not to exceed \$395,640; Allied World for Excess insurance at an annual premium not to exceed \$113,132; Travelers for Property insurance at an annual premium not to exceed \$282,798 + \$953 Fire Fee; Greenwich for Boiler and Machinery coverage at an annual premium not to exceed \$24,998; Medical Liability Mutual Insurance Company for Medical Liability insurance at an annual premium not to exceed \$390,461; and ACE for Cyber Liability insurance at an annual premium not to exceed \$65,585 for the term commencing August 15, 2020 and ending August 15, 2021, and Travelers for Crime insurance for a three-year term at a premium not to exceed \$13,782, for a total combined premium amount of \$1,287,349, and, be it further

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

DANIEL C. LYNCH, ESQ.  
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES  
112 STATE STREET, SUITE 825  
ALBANY, NEW YORK 12207  
(518) 447-7210 FAX (518) 447-7747  
[WWW.ALBANYCOUNTY.COM](http://WWW.ALBANYCOUNTY.COM)

DAVID M. LATINA  
COMMISSIONER

MARTIN V. MCCLUNE  
DEPUTY COMMISSIONER

July 1, 2020

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

Re: Lease Authorization

Dear Chairman Joyce:

The Department of General Services would like to enter into a two year lease agreement with David Villamil for use of suite 118 at the Harold L Joyce County Office Building located at 112 State Street, Albany NY 12207. Mr. Villamil intends to operate a barbershop and/or shoe shine business in this location, as the space has been traditionally used.

The terms of the lease will be for two years at \$300 per month, beginning August 1, 2020 through July 31, 2022 with an option for renewal of two (2) additional years, in two (2) consecutive one-year renewal terms.

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

Sincerely yours,

David M. Latina  
Commissioner

DML:tas  
Enclosure(s)

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



Legislation Text

File #: TMP-1719, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Lease Authorization for Barber Shop at 112 State Street, Suite 118

Date: 6/24/2020  
Submitted By: David M Latina  
Department: General Services  
Title: Commissioner  
Phone: 518-447-7210  
Department Rep.  
Attending Meeting: David M Latina

**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) Lease Authorization

**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) Retail Lease Agreement

**Contract Terms/Conditions:**

**Party (Name/address):**

David Villamil  
511 Manchester Rd  
Schenectady, NY 12304

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 7,200.00

Scope of Services: The Harold L Joyce County Office Building houses the majority of Albany County's government offices at 112 State St., Albany NY. Additionally, the building leases offices to tenants including for-profit and not for-profit organizations. This lease agreement is for suite 118 located on the lobby floor of 112 State Street. Past tenants have operated a barbershop at this location. The County's preference is that a barbershop and/or shoe shine operate in this location, as the space has been traditionally used. This space is not available for residential use.

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: A21620-02415  
Revenue Amount: 7,200.00

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) 8/1/2020 - 7/31/2022  
Length of Contract: 2 Years

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)

The Department of General Services would like to enter into a lease agreement with David Villamil for use of suite 118 at the Harold L Joyce County Office Building located at 112 State Street, Albany NY 12207. Mr. Villamil intends to operate a barbershop and/or shoe shine business in this location, as the space has been traditionally used.

The terms of the lease are for two years at \$300 per month beginning August 1, 2020 through July 31, 2022 with an option for renewal of two (2) additional years, in two (2) consecutive one-year renewal terms.



**COUNTY OF ALBANY**  
**REQUEST FOR PROPOSALS**  
Lease of Room 118, 112 State Street, Albany NY 12207  
RFP [#XXXX]

**SECTION I:**

Proposer: David Villamil  
Address: 511 Manchester Road  
Schenectady, NY 12304  
518-836-9270  
Contact Person: David Villamil

**SECTION II:**

As a Licensed Barber since 2010, I'm a self-employed entrepreneur. While working in the Capital region I have develop a client list through internet marketing techniques and word of mouth customer satisfaction.

Copy of Baber's license attached.

**SECTION III:**

References - The References section should include references from similar type business operation proposals.

Reference 1:

Ryan Peterson  
Mensroom Barbershop  
54 Columbia Street  
Albany, NY 12207  
1-518-449-1400

Reference 2:

Dina Castillogne  
Castillogne's Barbershop  
99 Washington Avenue  
Albany, NY 12210  
1-518-449-1600

**SECTION IV:**

Establish permanent business location in downtown Albany district servicing county

employees and general public.

Having barber experience in the Albany downtown area and specifically at the 112 State Street location. I have a vision of marketing online and local advertising signage. I propose providing services accommodating county employees and the general public allowing for scheduled and "walk-in" services. Further, depending on feedback and calendar availability I am considering resuming the shoe shine services.

**SECTION V:**

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the proposed services. Any cost proposal forms furnished by the County must be included in this section.

Rent Proposal

Propose monthly rent: \$1.45 per square foot times 186 = \$270 per month.  
(Will consider above average commercial rent space per foot of \$1.61 or \$300 per month.)

Other Relevant Information

Currently contacting insurance agent for quote on adding Albany County named as additional insured on all liability policies.

**SECTION VI:**

Mandatory Documentation –

The following Mandatory Documentation documents are included:

- The Non-Collusive Bidding Certificate (Attachment "A")
- Acknowledgment by Proposer (Attachment "B")
- Vendor Responsibility Questionnaire (Attachment "C")
- Iranian Energy Divestment Certification (Attachment "D").

**COUNTY OF ALBANY  
REQUEST FOR PROPOSALS**

Lease of Room 118, 112 State Street, Albany NY 12207  
RFP [#XXXX]

**RFP DISTRIBUTION - IMPORTANT NOTICE**

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

**SECTION 1: PURPOSE**

- 1.1 The County of Albany is seeking proposals from qualified individuals and entities to lease retail space in a 186 sq./ft. space on the Lobby floor of the County Office Building

- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to fulfill the Proposal. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the Proposal. Conditional Proposals will not be accepted.

#### **SECTION 4: SCOPE OF SERVICES**

- 4.1 The Harold L Joyce County Office Building houses the majority of Albany County's government offices at 112 State Street, Albany NY. Additionally, the building leases offices to tenants including for-profit and not-for-profit organizations. The purpose of this RFP is to ensure a competitive, fair process in leasing Room 118 on the Lobby floor of 112 State Street, Albany NY. Past tenants have operated a barbershop at this location. The County's preference is that a barbershop and/or shoe shine operate in this location, as the space has been traditionally used. The space is not available for residential use.

Proposers will be responsible for the following:

- Leasing Room 118 at 112 State Street.
- Proposers will be responsible for monthly lease payments to the Department of General Services, currently occupying Room 800.
- Proposers may operate a business to serve County employees and the general public out of the leased space.
- Complying with the provisions of the County's lease agreement. This may include paying costs such as utilities and trash.

#### **SECTION 5: TERM OF LEASE:**

- 5.1 The Lease term shall be for a period of two (2) years.
- 5.2 At the end of the initial two year Lease term upon mutual agreement of the County and the Successful Proposer, the Lease may be renewed for two (2) additional years, in two (2) consecutive one-year renewal terms.
- 5.2 The successful Proposer shall execute a Lease with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

#### **SECTION 6: RENT PROPOSAL:**

- 6.1 Submit a rent proposal for the space as described above in Section 4, Scope of Services.

**Penn, George**

**From:** Lalli, Michael  
**Sent:** Monday, June 15, 2020 12:49 PM  
**To:** Penn, George  
**Subject:** FW: Barbershop

Bidder	Rent	Use	Notes
Dave Villamil	\$1.45 x 186 sq./ft. = \$270/month \$1.61 x 186 sq./ft. = \$300/month	Barbershop Possible Shoe Shine	Previous experience in 112 State Street, existing client list from 112 State and Patsy's Barbershop, envisions increasing business with online marketing.
Ronald Collins (current tenant)	1.40 x 186 sq./ft. = \$260/month	Barbershop/Hairdresser	No business references supplied.



DANIEL P. McCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
112 STATE STREET, ROOM 1000  
ALBANY, NEW YORK 12207-2021  
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA  
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM  
PURCHASING AGENT

## MEMORANDUM

**TO:** David Latina, Commissioner  
General Services *DL*

**FROM:** Karen Storm *Karen*  
Purchasing Agent

**DATE:** July 7, 2020

**RE:** Lease of Room 118 at the Harold L. Joyce County Office Building

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I am in receipt of your recommendation to award the aforementioned Request Proposals to David Villamil.

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

**LEASE AGREEMENT**  
**BETWEEN**  
**THE COUNTY OF ALBANY AND DAVID A. VILLAMIL**

THIS LEASE made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **COUNTY OF ALBANY, NEW YORK** having its principal office located at 112 State Street, Albany, New York 12207 (hereinafter referred to as the "LANDLORD") and **DAVID A. VILLAMIL** currently residing at 511 Manchester Road, Schenectady, New York 12304 (hereinafter referred to as the "TENANT").

**WITNESSETH:**

The LANDLORD hereby leases to the TENANT the 186 square feet of space designated as Room 118 on the Lobby floor of the County Office Building owned by the LANDLORD located at 112 State Street in the City of Albany, New York (hereinafter referred to as the "Building") as shown on the annexed floor plan thereof marked Exhibit "A" (hereinafter referred to as the "demised premises") for a term of Two (2) Years commencing on August 1, 2020 and ending on July 31, 2022 to be occupied and used by the TENANT solely for the purpose of operating a barber shop serving County employees and the general public.

Upon the following conditions and covenants:

1st. The TENANT shall pay to the LANDLORD the monthly rent of THREE HUNDRED (\$300.00) DOLLARS per month for the use and occupancy of the demised premises. Said rent shall be due and payable in advance on the first day of each month during the term.

Said rent shall include normal HVAC, electricity and water for the demised premises provided by the LANDLORD. Cleaning of and janitorial services for the demised

premises shall be provided by the TENANT at its own cost and expense.

Rent payments shall be made by check payable to the "Albany County Director of Finance" delivered to the Albany County Department of General Services on or before the day on which they are due and payable.

A late payment penalty of 10% of the amount thereof shall be charged for any monthly rent payment received after the 10th day of the month for which it is due and payable, which fee shall constitute additional rent due and payable by the Tenant on the day on which the following month's rent is due and payable. Any monthly rent payment received more than one month following the date on which it was due and payable shall accrue interest at the rate of 12% per annum until payment in full thereof, together with any late payment penalties and accrued interest thereon, is received by the Landlord.

The TENANT shall upon the executing this Lease deposit with the LANDLORD a sum equal to one month's rent as and for a rent payment/damage claim security deposit, the allocation and application of which deposit shall be at the sole discretion of the LANDLORD.

2nd. The TENANT shall take good care of the demised premises and shall, at the TENANT'S own cost and expense make all repairs necessary to preserve the demised premises in good order and condition, except for structural and HVAC repairs and where said repairs are necessitated by the acts of the LANDLORD, its agents or employees, which repairs shall be performed by the LANDLORD at the LANDLORD'S own cost and expense. At the expiration or earlier termination of this Lease, the TENANT shall deliver up the demised premises in good order or condition, reasonable wear and tear excepted.

Any personal property remaining on the demised premises after the expiration or earlier termination of this Lease shall be deemed abandoned and the LANDLORD may dispose of such property or remove and store the same for the benefit of the TENANT.

Upon demand, the TENANT shall pay to the LANDLORD the cost of disposal and/or removal and storage of such property.

3rd. The TENANT shall at the its own cost and expense promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to the demised premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected the demised premises during said term. The TENANT shall also at the its own cost and expense promptly comply with and execute all rules, orders and regulations of the New York Board of Fire Underwriters, or any other similar body applicable to the demised premises.

4th. The TENANT shall not assign this Lease or underlet or underlease the demised premises, or any part thereof, or make any alterations on the demised premises, without the LANDLORD'S consent in writing; or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, the term herein shall immediately cease and determine at the option of the LANDLORD as if it were the expiration of the term.

5th. The TENANT shall give the LANDLORD prompt notice of fire, accident damage or dangerous or defective condition affecting the demised premises. If the demised premises cannot be used because of fire or other casualty, the TENANT is not required to pay rent for the time the demised premises are unusable. If part of the demised premises can not be used, the TENANT must pay rent for the usable part. Landlord shall have the right to decide which part of the demised premises is usable. The LANDLORD need only repair the damaged structural parts of the demised premises. LANDLORD is not required to repair or replace any equipment, fixtures, furnishings or decorations, unless originally installed by the LANDLORD. The LANDLORD is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under the LANDLORD'S control.



6th. The LANDLORD has the right to demolish or rebuild the demised premises, if it is substantially damaged by fire or other casualty. The LANDLORD may cancel this Lease within 30 days after such substantial fire or casualty damage by giving TENANT notice of the LANDLORD'S intention to demolish or rebuild. The Lease will end 30 days after the LANDLORD's cancellation notice to the TENANT. The TENANT must deliver the demised premises to LANDLORD on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If this Lease is canceled the LANDLORD is not required to repair the demised premises or Building. The cancellation does not release the TENANT of liability in connection with the fire or casualty. This subparagraph is intended to replace the provisions of New York Real Property Law, Section 227.

7th. The LANDLORD and its agents and other representatives shall have the right to enter into and upon the demised premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs and/or alterations therein as may be necessary for the safety and preservation thereof.

8th. The TENANT shall permit the LANDLORD or the LANDLORD'S agent to show the demised premises to persons wishing to rent the same. The TENANT further agrees that on and after the sixth month, next preceding the expiration of the term of this Lease, the LANDLORD or the LANDLORD'S agent shall have the right to place notices in or about the entrance of, or any other part of the Building and the demised premises, offering the demised premises "For Rent" and the TENANT hereby agrees to permit the same to remain thereon without hindrance or molestation.

9th. If the demised premises, or any part thereof shall be deserted or become vacant during the term of this Lease, or if any default be made in the payment of rent or any part thereof, or if any default be made in the performance of any of the covenants contained in this Lease, the LANDLORD or representatives may re-enter the demised

premises by force, summary proceedings or otherwise, and remove all persons there from, without being liable to prosecution therefor, and the TENANT shall pay at the same time as the rent becomes payable under the terms of this Lease a sum equivalent to the rent reserved herein, and the LANDLORD may rent the demised premises on behalf of the TENANT, reserving the right to rent the demised premises for a longer period of time than fixed in this Lease without releasing the TENANT from any liability, applying any moneys collected, first to the expense of resuming or obtaining possession, second to restoring the demised premises to a rentable condition, and then to the payment of the rent and all other charges due and to grow due to the LANDLORD, any surplus to be paid to the TENANT, which shall remain liable for any deficiency.

10th. Damage and injury to the demised premises, caused by the carelessness, negligence or improper conduct on the part of the TENANT, its employees, agents or invitees shall be repaired by the LANDLORD at the TENANT'S sole cost and expense and the TENANT shall pay when rendered the cost thereof as additional rent.

11th. The TENANT shall not encumber or obstruct the lobby, the entrance to, or the halls and stairs leading to the demised premises or the Building in which the demised premises are located, nor allow the same to be encumbered or obstructed in any manner.

12th. The TENANT shall neither place, or cause or allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to the Building or the demised premises, except in or at such place or places as may be indicated by the LANDLORD and consented to by the LANDLORD in writing. And in case the LANDLORD or the LANDLORD'S representatives shall deem it necessary to remove any such sign or signs in order to paint the demised premises or the Building or make any other repairs, alterations or improvements in or upon the demised premises or the Building or any part thereof, the LANDLORD shall have the right to do so, providing the same shall be removed and replaced at the LANDLORD'S expense, when said repairs, alterations or improvements have been completed.

13th. The LANDLORD shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of the demised premises or from any damage or injury resulting or arising from any other cause, or happening whatsoever unless said damage or injury be caused by or be due to the negligence of the LANDLORD or its agents.

14th. If default be made by the TENANT in any of the covenants herein contained, then it shall be lawful for the LANDLORD to reenter the demised premises, and the same to have again, re-possess and enjoy.

15th. This Lease shall not be a lien against the demised premises or the Building with respect to any mortgages that are now on or that hereafter may be placed against them, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this Lease, irrespective of the date of recording and the TENANT agrees to execute without cost, any such instrument which may be deemed necessary or desirable to further effect the subordination of this Lease to any such mortgage or mortgages, and a refusal to execute such instrument shall entitle the LANDLORD, to terminate this Lease without incurring any expense or damage and the term thereof is hereby expressly limited accordingly.

16th. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of rent or any part thereof as herein specified, or if, without the consent of the LANDLORD, the TENANT shall sell, assign, or mortgage this Lease or if default be made in the performance of any of the covenants and agreements in this Lease contained on the part of the TENANT to be kept and performed, or if the TENANT shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to the demised premises, or if the TENANT shall file or there be filed against TENANT a petition in

bankruptcy, or the TENANT be adjudicated bankrupt or makes an assignment for the benefit of creditors or take advantage of any insolvency act, the LANDLORD may, if the LANDLORD so elects, at any time thereafter terminate this Lease and term hereof, on giving to the TENANT five (5) days' notice in writing of the LANDLORD'S intention so to do, and this Lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Lease for the expiration hereof.

17th. The TENANT shall not, nor shall the TENANT permit under-tenants or other persons to do anything in the demised premises, or bring anything into the demised premises, or permit anything to be brought into the demised premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on the Building, and the TENANT agrees to pay on demand any such increase.

18th. The failure of the LANDLORD to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the LANDLORD may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This Lease may not be changed modified, discharged or terminated orally.

19th. If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and the TENANT shall have no claim against the LANDLORD for the value of any unexpired term of this Lease. No part of any award shall belong to the TENANT.

20th. If after default in payment of rent or violation of any other provision of this Lease, or upon the expiration of this Lease, the TENANT moves out or is dispossessed

and fails to remove any trade, fixtures prior to such said default, removal, expiration of this Lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures shall be deemed abandoned by the said TENANT and shall become the property of the LANDLORD.

21st. In the event that the relation of the LANDLORD and TENANT may cease or terminate by reason of the re-entry of the LANDLORD under the terms and covenants contained in this Lease or by the ejectment of the TENANT by summary proceedings or otherwise, or after the abandonment of the demised premises by the TENANT, it is hereby agreed that the TENANT shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the LANDLORD, and the TENANT expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the LANDLORD during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between LANDLORD and TENANT that the respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, the TENANT'S use or occupancy of the demised premises, and/or any claim of injury or damage.

22nd. The TENANT waives all rights to redeem under any law of the State of New York.

23rd. This Lease and obligation of the TENANT to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of TENANT to be performed shall in no way be affected, impaired or excused because LANDLORD is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations

or decorations or is unable to supply or is delayed in supplying any equipment or fixtures, if LANDLORD is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

24th. No diminution or abatement of rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the demised premises or the Building or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various "services", if any, herein expressly or impliedly agreed to be furnished by the LANDLORD to the TENANT, it is agreed that there shall be no diminution or abatement of rent, or any other compensation, for interruption or curtailment of such "service" when such interruption or curtailment shall be due to accident, alterations or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such "service" or to some other cause, on the part of the LANDLORD. No such interruption or curtailment of any such "service" shall be deemed a construction eviction. The LANDLORD shall not be required to furnish, and the TENANT shall not be entitled to receive, any of such "services" during any period wherein the TENANT shall be in default in respect to the payment of rent. Nor shall there be any abatement or diminution of rent because of making of repairs, improvements or decorations to the demised premises after the date above fixed for the commencement of the term, it being understood that rent shall, in any event, commence to run at such date above fixed.

25th. The LANDLORD shall not be liable for failure to give possession of the demised premises upon commencement date by reason of the fact that the demised premises are not ready for occupancy or because a prior Tenant or any other person is wrongfully holding over or is in wrongful possession, or for any other reason. The rent shall not commence until possession is given or is available to the TENANT, but the term

herein shall not be extended.

26th. The TENANT shall have the right to make non-structural alterations and improvements to the demised premises upon giving notice to the LANDLORD, provided such non-structural alterations and improvements are made at the sole expense of the TENANT and in a good and workmanlike manner. All other alterations and improvements shall be made only with the consent of the LANDLORD in writing. All alterations and improvements made to the demised premises shall become the property of the LANDLORD at the end of the term without expense to it.

If any mechanics' or other liens or orders for payment of money shall be filed against the demised premises by reason of or arising out of any labor or materials furnished or alleged to have been furnished, or to be furnished, to or for the TENANT at the demised premises, the TENANT shall within ten (10) days after notice of filing thereof cause the same to be canceled and discharged of record, by bond or otherwise, at the TENANT'S cost and expense.

27th. The TENANT, its agents, contractors, and invitees shall not bring, store, maintain, or dispose of upon the demised premises or the Building any hazardous substances, wastes or materials; toxic substances, chemicals, mixtures or materials; or other regulated substances, chemicals or materials as defined in or pursuant to the New York Environmental Conservation Law, as amended, the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et. seq.), as amended ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et. seq.), as amended ("CERCLA"), the Toxic Substances Control Act (15 U.S.C. § 2601 et. seq.), as amended ("TSCA"), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et. seq.), as amended ("FIRFA") and other Federal, State, and local laws, ordinances, rules or regulations (collectively, the "Hazardous Substances"), other than substances, chemicals, mixtures, wastes or materials transported, handled, stored or used in accordance with applicable law. The TENANT shall indemnify and defend the LANDLORD, its, officers, employees and agents from and against any and all liabilities,

obligations, losses and expenses (including reasonable attorneys' fees and Court costs) arising out of or in connection with any breach of this section. In the event of violation of this paragraph and upon failure to discontinue and/or remedy such violation within Ten (10) days after notice to the TENANT, the TENANT shall be in default hereunder and the LANDLORD shall be entitled to any and all remedies available to the LANDLORD for the TENANT'S violation of any covenant, agreement or condition of this Lease. The provisions of this paragraph shall survive the expiration or termination of this Lease.

28th. The parties hereby waive all rights of subrogation against each other with respect to loss, and any insurance policies kept and maintained by the parties shall recognize such waiver.

29th. TENANT shall at its own cost and expense purchase and maintain in force during the term of this Lease the following insurance policies issued by insurers authorized to do business in the State of New York, certificates of which policies shall be delivered to the LANDLORD subject to approval by the Albany County Attorney as to their form and content prior to commencement of the initial and any renewal term of this Lease and upon all policy renewals:

Worker's Compensation and Employer's Liability Insurance. A policy providing protection for the Tenant's employees in the event of job-related injuries occurring upon the demised premises.

General Liability Insurance. A policy of comprehensive all-risk general liability insurance policy for bodily injury and property damage occurring upon the demised premises. The policy must be written on a "per occurrence", rather than a "per accident", basis, with limits of One Million (\$1,000,000.00) Dollars. The LANDLORD shall be a named as an additional insured and the policy shall provide that it may not be changed, canceled or allowed to expire until 30 days after written notice thereof has been given to the LANDLORD.



The TENANT shall indemnify and save harmless the LANDLORD from and against any and all liability, damages, expenses, fees, penalties, actions, causes of action, suits, costs, claims or judgments of any kind or nature in connection with any occurrence at the demised premises, from or out of the use by the TENANT of the demised premises or any part thereof, or occasioned wholly or in part by any act or omission of the TENANT, its agents, employees, customers and invitees. The TENANT shall and will, at its own cost and expense, defend any and all suits, actions or proceedings that may be brought against the LANDLORD or in which the LANDLORD may be impleaded with others upon any such above-mentioned claim or claims. In the event of the failure of the TENANT to do so, the LANDLORD may, at the cost and expense of the TENANT and upon prior written notice to the TENANT, defend any and all such suits, actions or proceedings.

30th. Each party hereby represents and warrants to the other that it has not engaged, dealt with or otherwise discussed this Lease with any broker, agent or finder. Each party agrees to indemnify and hold the other harmless from and against any claim arising out of a breach of the foregoing representation and warranty.

31st. Provided the TENANT is not in default under this Lease and has notified the LANDLORD in writing no later than ninety (90) days prior to the expiration of the initial term thereof of the TENANT'S desire to exercise such option, upon mutual agreement of the LANDLORD and the TENANT, the TENANT shall have the option to renew this Lease for a first renewal term of One (1) Year upon the same terms and conditions set forth therein.

Provided the TENANT is not in default under this Lease and has notified the LANDLORD in writing no later than ninety (90) days prior to the expiration of the first renewal term thereof of the TENANT'S desire to exercise such option, upon mutual agreement of the LANDLORD and the TENANT, the TENANT shall have the option to renew this Lease for a second renewal term of One (1) Year upon the same terms and conditions set forth therein,

32nd. All notices required or permitted to be given under this Lease shall be in writing and sent by certified or registered mail addressed to the party intended to be notified as set forth below, or at such other address as the parties may specify in written notice to the other:

If to the LANDLORD, to: Albany County Executive  
112 State Street, Room 1100  
Albany, New York 12207

With a copy to: Albany County Attorney  
112 State Street, Room 600  
Albany, New York 12207

If to the TENANT, to: David A. Villamil  
511 Manchester Avenue  
Schenectady, New York 12304

33rd. This Lease shall be construed and enforced in accordance with the laws of the State of New York. If any provisions of this Lease shall, to any extent, be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law.

34th. This Lease contains the entire agreement of the parties with regard to the demised premises. There are no oral agreements existing between them.

35th. This Lease may not be modified or terminated, except by a writing executed by both parties.

36th. The TENANT, upon the timely payment of rent and upon compliance with and performance of all of the terms, covenants and conditions contained herein, shall peaceably and quietly enjoy the demised premises without hindrance or molestation by the LANDLORD or any party claiming through the LANDLORD, provided however, that this covenant shall be conditioned upon the retention of title to the demised premises by the LANDLORD.

37th. The covenants and agreements contained in this Lease shall be binding upon the parties hereto and upon their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year appearing opposite their respective signatures.

**LANDLORD**

COUNTY OF ALBANY, NEW YORK

DATED: \_\_\_\_\_, 2020

BY: \_\_\_\_\_

DANIEL P. McCOY, Albany County Executive

**TENANT**

DAVID A. VILLAMIL

DATED: \_\_\_\_\_, 2020

\_\_\_\_\_

**ACKNOWLEDGMENTS**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020, 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 he acted, to wit: the COUNTY OF ALBANY, NEW YORK, executed the instrument.

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020, before me, the undersigned, personally appeared DAVID A. VILLAMIL, 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.

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

**RESOLUTION NO. 255**

**AUTHORIZING A LEASE AGREEMENT WITH DAVID VILLAMIL  
REGARDING SUITE 118 AT 112 STATE STREET**

Introduced: 8/10/20  
By Law Committee:

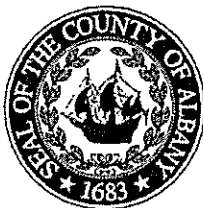
WHEREAS, The Commissioner of the Albany County Department of General Services has requested authorization to enter into a lease agreement with David Villamil regarding Suite 118 at 112 State Street for a total amount of \$7,200 to be paid in monthly increments of \$300 over a two-year term commencing August 1, 2020 and ending July 31, 2022 with two additional one-year options to renew, and

WHEREAS, The Commissioner indicated that David Villamil intends to operate a barbershop and/or shoe shine business at the location, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement with David Villamil, Schenectady, NY 12304 regarding Suite 118 at 112 State Street, Albany, NY 12207 in accordance with the terms set forth herein, 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.



COUNTY OF ALBANY  
 DEPARTMENT OF MENTAL HEALTH  
 175 GREEN STREET  
 ALBANY, NEW YORK 12202  
 518-447-4537 FAX 518-447-4577  
 WWW.ALBANYCOUNTY.COM

Daniel P. McCoy  
 County Executive

Stephen J. Giordano, Ph.D.  
 Director of Mental Health

Daniel C Lynch, Esq.  
 Deputy County Executive

Susan H. Daley  
 Deputy Director

July 1, 2020

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

Dear Chairman Joyce,

The Department of Mental Health requests permission to enter into a contract with the Office of Addiction Services and Supports for the Capital Region Open Access Engagement Program. CR-OAEP (Capital Region Open Access Engagement Program) is a 24/7/365 single point of access program for those dealing with addiction. The Department of Mental Health is also requesting the acceptance of a Budget Amendment in order to receive the grant funds. There is no County share associated with this contract.

Feel free to contact Mark Gleason or me if you have any questions concerning this request.

Sincerely,

Stephen J. Giordano, Ph.D.  
 Director

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



Legislation Text

File #: TMP-1730, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

The Department of Mental Health requests permission to enter into a contract with the Office of Addictions Services and Supports for the Capital Region Open Access Engagement Program

Date: June 29, 2020  
 Submitted By: Mark Gleason  
 Department: Office of Mental Health  
 Title: Operations Analyst  
 Phone: 518-447-3014  
 Department Rep.  
 Attending Meeting: Dr. Stephen Giordano, Director

**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

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**File #: TMP-1730, Version: 1**

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- Personnel Non-Individual
- Revenue

Increase Account/Line No.: A4310.03486 Narcotics Addiction Control (OASAS Grant)  
Source of Funds: NYS Office of Addictions Services and Supports  
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):**

Research Foundation for mental Hygiene, Inc. (for NYS OASAS)  
150 Broadway, Suite 301  
Menands, NY 12204-2726

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

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$11,006  
Scope of Services: To provide single point of access program for those dealing with addiction.

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.

245



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

County Budget Accounts:

Revenue Account and Line: A4310.03486  
Revenue Amount: \$11,006

Appropriation Account and Line: A4310.44046  
Appropriation Amount: \$11,006

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: 100%  
County: Click or tap here to enter text.  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) May 1, 2020  
Length of Contract: 5 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: 428  
Date of Adoption: 9/12/2018

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

The Department of Mental Health requests permission to enter into a contract with the Office of Addiction Services and Supports for the Capital Region Open Access Engagement Program. CR-OAEP (Capital Region Open Access Engagement Program) is a 24/7/365 single point of access program for those dealing with addiction. The Department of Mental Health is also requesting the acceptance of a Budget Amendment in order to receive the grant funds. There is no County share associated with this contract.





**Office of Addiction  
Services and Supports**

ANDREW M. CUOMO  
Governor

ARLENE GONZÁLEZ-SÁNCHEZ, M.S., L.M.S.W.  
Commissioner

June 22, 2020

Albany County Department of Mental Health  
175 Green Street  
Albany, New York 12202


Dear Ms. Tyleia Harrell,

On behalf of the Office of Addiction Services and Supports, I am pleased to inform you that your organization will receive funding in the amount of \$11,006 to support the Year 2 SOR Capital Region Open Access Engagement Program.

Separately, you will receive more information related to the development of the contract to implement this project. Be aware that neither OASAS nor its fiscal agent, the Research Foundation for Mental Hygiene (RFMH), is liable for any expenses incurred or made by an awardee until a contract with RFMH is fully executed. Staff at OASAS will contact you to schedule a meeting to review the initiative, contract deliverables and next steps. Furthermore, budgets submitted with your application may be subject to change to meet SAMHSA guidelines.

Award recipients should contact SOR Contract Manager Natalie Washull at 518/485-2366 regarding any fiscal questions. All other questions can be directed to 518/485-0501.

Sincerely,

  
Connie Burke  
SOR Principal Investigator

cc: Pat Lincourt

501 7<sup>th</sup> Avenue | New York, New York 10018-5903 | [oasas.ny.gov](http://oasas.ny.gov) | 646-728-4760

1450 Western Avenue | Albany, New York 12203-3526 | [oasas.ny.gov](http://oasas.ny.gov) | 518-473-3460

**RESOLUTION NO. 256**

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF ADDICTION SERVICES AND SUPPORTS REGARDING THE CAPITAL REGION OPEN ACCESS ENGAGEMENT PROGRAM AND AMENDING THE 2020 DEPARTMENT OF MENTAL HEALTH BUDGET**

Introduced: 8/10/20  
By Health Committee:

WHEREAS, The Director of the Department of Mental Health has requested authorization to enter into an agreement with the New York State Office of Addiction Services and Supports (NYS OASAS) regarding the Capital Region Open Access Engagement Program in an amount not to exceed \$11,006 for a term commencing May 1, 2020 and ending September 30, 2020, and

WHEREAS, The Director has been notified that grant award funding has been made available regarding the Capital Region Open Access Engagement Program which is a 24/7/365 single point of access program for those dealing with addiction, and

WHEREAS, The Director also indicated a budget amendment is necessary to incorporate this funding, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the County Executive is hereby authorized to enter into an agreement with the NYS OASAS regarding the Capital Region Open Access Engagement Program in an amount not to exceed \$11,006 for a term commencing May 1, 2020 and ending September 30, 2020, and, be it further

RESOLVED, That the 2020 Department of Mental Health Budget is hereby amended as follows:

Increase Revenue Account A3486 Narcotics Addiction Control (OASAS Grant) by \$11,006

Increase Appropriation Account A4310 4 4046 Fees for Services by \$11,006

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

ELIZABETH F. WHALEN, MD, MPH  
Commissioner of Health

**DEPARTMENT OF HEALTH**  
COUNTY OF ALBANY  
175 GREEN STREET  
ALBANY, NEW YORK 12202

*The Dr. John J.A. Lyons*  
ALBANY COUNTY HEALTH FACILITY  
(518) 447-4580 FAX (518) 447-4698  
[www.albanycounty.com](http://www.albanycounty.com)

MARIBETH MILLER, BSN, MS  
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA  
Assistant Commissioner Finance and Administration

July 1, 2020

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the August meeting of the Legislature. Albany County Department of Health requests to contract with CCE to implement services under the Healthy Neighborhood Program grant (HNP). The HNP is designed to provide preventative environmental health services to targeted geographic areas, usually comprised of low-income families, living in homes and neighborhoods with a disproportionate number of residential hazards. ACDOH will subcontract with Cornell Cooperative Extension Albany County to implement the program in the following targeted areas: City of Albany, NY, zip codes 12202, 12206, 12208, 12209, 12210. These communities have been identified based on data collected from more than 1,200 HNP home visits in the past 4 years.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH  
Commissioner of Health

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

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



Legislation Text

File #: TMP-1734, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Request to enter into a contract with Cornell Cooperative Extension for Healthy Neighborhood Program

Date: 06/30/2020  
Submitted By: Dr. Elizabeth Whalen  
Department: Health  
Title: Commissioner of Health  
Phone: 518-447-4584  
Department Rep.  
Attending Meeting: Dr. Elizabeth Whalen

**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):**

Cornell Cooperative Extension  
24 Martin Road  
Voorheesville, NY 12186

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

[Click or tap here to enter text.](#)

Amount/Raise Schedule/Fee: \$220,000

Scope of Services: Albany County Department of Health (ACDOH) will partner with Cornell Cooperative Extension (CCE) to implement services under the Healthy Neighborhood Program grant. CCE will receive referrals and conduct door to door visits to assess homes for environmental hazards, educate residents about these hazards, provide resources and intervention materials and refer individuals for additional assistance as needed. Environmental health concerns will focus on reducing residential injuries, childhood lead poisoning, exposure to indoor air pollutants and preventing fires.

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: A94010.4.4046  
Appropriation Amount: \$220,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.  
State: 100%  
County: Click or tap here to enter text.  
Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 1, 2020 - March 31, 2021  
Length of Contract: 12 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: 188 of 2019  
Date of Adoption: 5/13/2019

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

ACDOH requests to contract with CCE to implement services under the Healthy Neighborhood Program grant (HNP). The HNP is designed to provide preventative environmental health services to targeted geographic areas, usually comprised of low-income families, living in homes and neighborhoods with a disproportionate number of residential hazards. ACDOH will subcontract with Cornell Cooperative Extension Albany County to implement the program in the following targeted areas: City of Albany, NY, zip codes 12202, 12206, 12208, 12209, 12210. These communities have been identified based on data collected from more than 1,200 HNP home visits in the past 4 years. Services include conducting door to door visits to assess homes for environmental hazards, educating residents about these hazards, providing resources and intervention materials and referring individuals for additional assistance as needed. Environmental health concerns will focus on reducing residential injuries, childhood lead poisoning, exposure to indoor air pollutants and preventing fires.



RESOLUTION NO. 188

AMENDING RESOLUTION NO. 411 FOR 2018 REGARDING THE HEALTHY NEIGHBORHOODS PROGRAM

Introduced: 5/13/19

By Health Committee and Mr. Domalewicz:

WHEREAS, By Resolution No. 35 for 2016, this Honorable Body authorized an agreement with Cornell Cooperative Extension regarding the Healthy Neighborhoods Program (HNP) Grant in an amount not to exceed \$900,000 for the term commencing July 1, 2015 and ending March 31, 2019, and

WHEREAS, By Resolution No. 411 for 2018, this Honorable Body authorized an amendment to the HNP agreement with Cornell Cooperative Extension to reflect a total amount not to exceed \$1,100,000 rather than \$900,000, and

WHEREAS, The Commissioner of the Albany County Department of Health has requested an amendment to the HNP agreement with Cornell Cooperative Extension to reflect an ending date of March 31, 2020 rather than March 31, 2019, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 411 for 2018, is hereby amended to reflect an ending date of March 31, 2020 rather than March 31, 2019, 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 - 5/13/19*

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 13<sup>th</sup> day of May, 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 15<sup>th</sup> day of May, 2019.

A handwritten signature in cursive script, appearing to read "Robert J. Deane".

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Clerk, Albany County Legislature

RESOLUTION NO. 257

AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE  
EXTENSION REGARDING THE HEALTHY NEIGHBORHOODS PROGRAM  
GRANT

Introduced: 8/10/20  
By Health Committee:

WHEREAS, The Commissioner of the Department of Health has requested authorization to enter into an agreement with Cornell Cooperative Extension regarding the Healthy Neighborhoods Program Grant in the amount of \$220,000 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner indicated that the agreement with Cornell Cooperative Extension will provide the funding needed to address public health issues in targeted areas focusing on reducing residential injuries, childhood lead poisoning, exposure to indoor air pollutants and preventing fires, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension regarding the Healthy Neighborhoods Program Grant in an amount not to exceed \$220,000 for the term commencing April 1, 2020 and ending March 31, 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.