



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

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. The Department of Health is requesting permission to enter into a contract with NYSDOH/HRI for the Public Health Emergency Preparedness Program in the amount of \$296,558 for the period July 1, 2020 through June 30, 2021. The funds are being made available for the provision of enhanced services in the five focus areas of planning and assessment, surveillance, information & communication technology, risk communication and education and training of staff. ACDOH leverages this funding along with State Homeland Security funding to:

- Improve Albany County's capacity for public health emergency response
- Continue its robust training and exercise program to test our response capabilities
- Continue to work with access and functional needs populations to create and ensure appropriate messaging for emergencies
- Continue to recruit and train MRC volunteers. We currently coordinate over 500 volunteers.

All revenues and expenditures were anticipated and included in the Health Department budget. These grant funds are provided to the County on an annual basis and we are not required to apply for the funding.

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
Kevin Cannizzaro, 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-1736, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to contract with NYSDOH for the Public Health Emergency Preparedness Grant

Date:	June 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

Renewal

Submission Date Deadline 07/01/2020.

Contract Terms/Conditions:

Party (Name/address):

NYSDOH/Health Research Inc.
150 Broadway
Menands, NY 12204

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$296,558
Scope of Services: To provide enhanced services in the five focus areas of planning and assessment, surveillance, information & communication technology, risk communication and education and training of staff

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: A44010.0.4433
Revenue Amount: \$296,558

Appropriation Account and Line: Various lines (Salary, Fringe, and Contractual)
Appropriation Amount: \$296,558

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, 2020 - June 30, 2021
Length of Contract: 12 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 185 of 2019
Date of Adoption: June 13, 2019

Justification: (state briefly why legislative action is requested)

ACDOH is requesting permission to enter into a contract with NYSDOH/HRI for the Public Health Emergency Preparedness Program in the amount of \$296,558 for the period July 1, 2020 through June 30, 2021. This funding includes a population based award to help respond to public health threats, including infectious diseases and natural disasters and the Citizens Ready Initiative funding which aids cities in increasing their capacity to deliver medicines and medical supplies during a large-scale public health emergency. ACDOH leverages this funding along with State Homeland Security funding to:

- Improve Albany County's capacity for public health emergency response
- Continue its robust training and exercise program to test our response capabilities
- Continue to work with access and functional needs populations to create and ensure appropriate messaging for emergencies
- Continue to recruit and train MRC volunteers. We currently coordinate over 500 volunteers.

All revenues and expenditures were anticipated and included in the 2020 Health Department budget. These grant funds are provided to the County on an annual basis and we are not required to apply for the funding.

RESOLUTION NO. 185

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH/HEALTH RESEARCH, INC. REGARDING THE PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM

Introduced: 5/13/19

By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health has requested authorization to enter into an agreement with the New York State Department of Health (NYSDOH)/Health Research, Inc. (HRI) regarding the Public Health Emergency Preparedness Program in an amount not to exceed \$296,558 for the term commencing July 1, 2019 and ending June 30, 2020, and

WHEREAS, The Commissioner indicated that the funding will be used to provide enhanced services in the five focus areas of planning and assessment, surveillance, information and communication technology, risk communication, and education and training of staff, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYSDOH/HRI regarding the Public Health Emergency Preparedness Program in an amount not to exceed \$296,558 for the term commencing July 1, 2019 and ending June 30, 2020, and, be it further

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

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

Adopted by unanimous vote - 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 13th 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 15th day of May, 2019.

A handwritten signature in cursive script, appearing to read "Robert J. Dennis".

Clerk, Albany County Legislature

**LHD Public Health Emergency Preparedness Contracts
2020-2021 Base and CRI Awards by LHD**

County	2010 Total Population	Base Award	CRI Award	Subtotal	Emergency Placeholder	Total Contract
Albany	304,204	\$150,258	\$146,300	\$296,558	\$200,000	\$496,558
Allegany	48,946	\$49,625		\$49,625	\$200,000	\$249,625
Broome	200,600	\$115,985		\$115,985	\$200,000	\$315,985
Cattaraugus	80,317	\$76,195		\$76,195	\$200,000	\$276,195
Cayuga	80,026	\$76,098		\$76,098	\$200,000	\$276,098
Chautauqua	134,905	\$94,252		\$94,252	\$200,000	\$294,252
Chemung	88,830	\$79,011		\$79,011	\$200,000	\$279,011
Chenango	50,477	\$49,625		\$49,625	\$200,000	\$249,625
Clinton	82,128	\$76,792		\$76,792	\$200,000	\$276,792
Columbia	63,096	\$49,625		\$49,625	\$200,000	\$249,625
Cortland	49,336	\$49,625		\$49,625	\$200,000	\$249,625
Delaware	47,980	\$49,625		\$49,625	\$200,000	\$249,625
Dutchess	297,488	\$148,035	\$62,700	\$210,735	\$200,000	\$410,735
Erie	919,040	\$353,650	\$209,000	\$562,650	\$200,000	\$762,650
Essex	39,370	\$49,625		\$49,625	\$200,000	\$249,625
Franklin	51,599	\$49,625		\$49,625	\$200,000	\$249,625
Fulton	55,531	\$49,625		\$49,625	\$200,000	\$249,625
Genesee	60,079	\$49,625		\$49,625	\$200,000	\$249,625
Greene	49,221	\$49,625		\$49,625	\$200,000	\$249,625
Hamilton	4,836	\$49,625		\$49,625	\$200,000	\$249,625
Herkimer	64,519	\$49,625		\$49,625	\$200,000	\$249,625
Jefferson	116,229	\$88,073		\$88,073	\$200,000	\$288,073
Lewis	27,087	\$49,625		\$49,625	\$200,000	\$249,625
Livingston	65,393	\$49,625		\$49,625	\$200,000	\$249,625
Madison	73,442	\$49,625		\$49,625	\$200,000	\$249,625
Monroe	744,344	\$295,860		\$295,860	\$200,000	\$495,860
Montgomery	50,219	\$49,625		\$49,625	\$200,000	\$249,625
Nassau	1,339,532	\$492,754	\$137,522	\$630,276	\$200,000	\$830,276
Niagara	216,469	\$121,234	\$83,600	\$204,834	\$200,000	\$404,834
Oneida	234,878	\$127,325		\$127,325	\$200,000	\$327,325
Onondaga	467,026	\$204,121		\$204,121	\$200,000	\$404,121
Ontario	107,931	\$85,329		\$85,329	\$200,000	\$285,329
Orange	372,813	\$172,954	\$62,700	\$235,654	\$200,000	\$435,654
Orleans	42,883	\$49,625		\$49,625	\$200,000	\$249,625
Oswego	122,109	\$90,019		\$90,019	\$200,000	\$290,019
Otsego	62,259	\$49,625		\$49,625	\$200,000	\$249,625
Putnam	99,710	\$82,609	\$62,700	\$145,309	\$200,000	\$345,309
Rensselaer	159,429	\$102,365	\$62,700	\$165,065	\$200,000	\$365,065
Rockland	311,687	\$152,733	\$62,700	\$215,433	\$200,000	\$415,433
Saratoga	219,607	\$122,272	\$62,700	\$184,972	\$200,000	\$384,972
Schenectady	154,727	\$100,809	\$62,700	\$163,509	\$200,000	\$363,509
Schoharie	32,749	\$49,625	\$62,700	\$112,325	\$200,000	\$312,325
Schuyler	18,343	\$49,625		\$49,625	\$200,000	\$249,625
Seneca	35,251	\$49,625		\$49,625	\$200,000	\$249,625
St. Lawrence	111,944	\$86,657		\$86,657	\$200,000	\$286,657
Steuben	98,990	\$82,371		\$82,371	\$200,000	\$282,371
Suffolk	1,493,350	\$543,638	\$85,690	\$629,328	\$200,000	\$829,328
Sullivan	77,547	\$75,277		\$75,277	\$200,000	\$275,277
Tioga	51,125	\$49,625		\$49,625	\$200,000	\$249,625
Tompkins	101,564	\$83,223		\$83,223	\$200,000	\$283,223
Ulster	182,493	\$109,995		\$109,995	\$200,000	\$309,995
Warren	65,707	\$49,625		\$49,625	\$200,000	\$249,625
Washington	63,216	\$49,625		\$49,625	\$200,000	\$249,625
Wayne	93,772	\$80,645		\$80,645	\$200,000	\$280,645
Westchester	949,113	\$363,599	\$100,738	\$464,337	\$200,000	\$664,337
Wyoming	42,155	\$49,625		\$49,625	\$200,000	\$249,625
Yates	25,348	\$49,625		\$49,625	\$200,000	\$249,625
Total	11,202,969	\$6,124,388	\$1,264,450	\$7,388,838	\$11,400,000	\$18,788,838

RESOLUTION NO. 258

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH/HEALTH RESEARCH, INC. REGARDING THE PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM

Introduced: 8/10/20
By Health Committee:

WHEREAS, The Commissioner of Health has requested authorization to enter into an agreement with the New York State Department of Health (NYSDOH)/Health Research, Inc. (HRI) regarding the Public Health Emergency Preparedness Program in an amount not to exceed \$296,558 for the term commencing July 1, 2020 and ending June 30, 2021, and

WHEREAS, The Commissioner indicated that the funding will be used to provide enhanced services in the five focus areas of planning and assessment, surveillance, information and communication technology, risk communication, and education and training of staff, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYSDOH/HRI regarding the Public Health Emergency Preparedness Program in an amount not to exceed \$296,558 for the term commencing July 1, 2020 and ending June 30, 2021, and, be it further

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

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



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

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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. ACDOH is requesting permission to contract with NYSDOH for the Drinking Water Enhancement Grant Program. This is a five year grant that will run from April 1, 2020 to March 31, 2025. For the grant year April 1, 2020 to March 31, 2021 ACDOH will receive \$105,712. This grant partially funds Albany County's mandate to oversee federal and state regulations covering public drinking water systems.

All revenues and expenditures were anticipated and included in the Health Department budget. These grant funds are provided to the County on an annual basis and we are not required to apply for the funding.

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-1737, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to contract with NYSDOH for the Drinking Water Enhancement Program

Date: June 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

Renewal

Submission Date Deadline 4/1/2020

- 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):

NYSDOH
Bureau of Water Supply Protection
Corning Tower, Room 1110
Albany, NY 12237

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$105,712
Scope of Services: Albany County Department of Health provides assistance and guidance on regulatory issues and updates as well as technical advice to insure high quality potable water for the residents of Albany County.

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 Sanitary Code Title 10, Part 5

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

County Budget Accounts:

Revenue Account and Line: A34010 03418
Revenue Amount: \$105,712

Appropriation Account and Line: Various personnel lines
Appropriation Amount: \$105,712

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, 2025
Length of Contract: 60 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: 322 of 2018
Date of Adoption: July 9, 2018

Justification: (state briefly why legislative action is requested)

ACDOH is requesting permission to contract with NYSDOH for the Drinking Water Enhancement Grant Program. This is a five year grant that will run from April 1, 2020 to March 31, 2025. For the grant year April 1, 2020 to March 31, 2021 ACDOH will receive \$105,712. This grant funding goes to offset salary and fringe of our Asst. Director of Environmental and the Senior PH Engineer. Both positions work on Albany County's mandate to oversee federal and state regulations covering public drinking water systems.

All revenues and expenditures were anticipated and included in the Health Department budget. These grant funds are provided to the County on an annual basis and we are not required to apply for the funding.



Department
of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Acting Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

April 20, 2020

Elizabeth Whalen, MD, MPH
Commissioner
Albany County Department of Health
175 Green Street
Albany, NY 12202

Dear Ms. Whalen:

The New York State budget for State Fiscal Year 2020-2021 (SFY20-21) includes an appropriation of \$5,017,000 for services and expenses related to the water supply protection program commonly known as the Drinking Water Enhancement (DWE) Grant Program. This fiscal year, April 1, 2020- March 31, 2021, Albany County will receive funding in the amount of \$105,712 for the DWE Grant Program.

This fiscal year, SFY20-21, also marks the first year of a new five-year contract period that will run April 1, 2020- March 31, 2025. New this year, the DWE contract documents will be managed and approved through the NYS Grants Gateway. In order to assist in the contract approval process within the Grants Gateway, I have attached a Grants Gateway Vendor manual for your information.

This contract, DOH01-C34744GG-3450000, is now available in the Grants Gateway for Albany County to enter budget information and update any performance measures within the workplan that require updating. Once the County has entered the budget, and updated workplan performance measures in the Grants Gateway, please let me know so that they can be reviewed by DOH. Just a reminder that final grant awards are contingent on approval from the Office of the State Comptroller.

Please feel free to contact me at lori.ahmed@health.ny.gov if you have any questions or concerns.

Sincerely,

Lori Ahmed
Administrator
Bureau of Water Supply Protection

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Cc: M. Marra
T. Brady
S. Witherspoon
R. Swider
T. Vickerson
M. Ferris
K. Wheeler
T. Hunt

RESOLUTION NO. 322

AMENDING RESOLUTION NO. 361 FOR 2017 REGARDING ADDITIONAL FUNDING FROM THE NEW YORK STATE DEPARTMENT OF HEALTH BUREAU OF WATER SUPPLY PROTECTION FOR THE DRINKING WATER ENHANCEMENT PROGRAM

Introduced: 7/9/18

By: Ms. Lekakis, Messrs. Clenahan, Ward, Drake and Domalewicz

WHEREAS, By Resolution No. 366 of 2015, this Honorable Body authorized an agreement with the New York State Department of Health Bureau of Water Supply Protection (NYS DOHBWSP) in the amount of \$105,712 annually for the period April 1, 2015 through March 31, 2020 regarding the Drinking Water Enhancement Program, and

WHEREAS, By Resolution No. 361 of 2017, this Honorable Body authorized an amendment to Resolution No. 366 of 2017 regarding an agreement with the New York State Department of Water Supply Protection (NYS DOHBWSP) for the Drinking Water Enhancement Program to increase the amount to \$119,411 annually for the period April 1, 2017 through March 31, 2018, and

WHEREAS, The Commissioner of the Albany County Health Department indicates that \$13,699 of additional funding per year is available for the April 1, 2018 to March 31, 2020 grant year from NYS DOHBWSP to support the availability of high quality potable water, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 361 for 2017 is amended to indicate that the agreement with the NYS DOHBWSP regarding the Drinking Water Enhancement Program is amended to reflect an annual amount of \$119,411 for the period April 1, 2018 to March 31, 2020 and, be it further

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

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

Adopted by unanimous vote - 7/9/18

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 9th day of July, 2018, 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 WHEREOF, I have hereunto set my hand and the official seal of the County Legislature this 10th day of July, 2018.

A handwritten signature in dark ink, appearing to read "Robert J. Deane", is written over a horizontal line. The signature is fluid and cursive.

Clerk, Albany County Legislature

RESOLUTION NO. 259

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING THE DRINKING WATER ENHANCEMENT GRANT PROGRAM

Introduced: 8/10/20
By Health Committee:

WHEREAS, The Commissioner of Health has been notified by the New York State Department of Health that funds in an amount up to \$528,560 are available to continue an ongoing grant pertaining to the Drinking Water Safety Program, and

WHEREAS, The grant provides funding to improve the existing drinking water monitoring system and ensure continued safety of drinking water for residents of Albany County, and

WHEREAS, The Commissioner has requested authorization to enter into a multi-year agreement with the New York State Department of Health in an amount up to \$528,560 regarding the Drinking Water Safety Program for the term commencing April 1, 2020 and ending March 31, 2025, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a multi-year agreement with the New York State Department of Health in an amount up to \$528,560 regarding the Drinking Water Safety Program for the term commencing April 1, 2020 and ending March 31, 2025, and, be it further

RESOLVED, That the County Executive is further authorized to enter into an initial agreement with the New York State Department of Health regarding the Drinking Water Safety Program commencing April 1, 2020 and ending March 31, 2021 in an amount not to exceed \$105,712, 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
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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 (ACDOH) requests approval to apply for and enter into a contract with NYS for the Governor's Traffic Safety Committee 2021 General Highway Safety Grant Program. ACDOH has been notified of a \$25,000 grant award for the grant year 2020 – 2021. Presently, ACDOH's 2020 General Highway Safety Grant Program addresses pedestrian safety for the Central Avenue corridor in the City of Albany. The City of Albany accounts for 65% of pedestrian crashes in Albany County and is the primary target population for the 2020 – 2021 initiative. Our intent for the 2021 application is to:

- Expand scale of public awareness activities
- Expand geographic "footprint" of program – i.e. extend along Rt. 5 (Central Avenue) into the Town of Colonie, Village of Colonies
- Directly complements Complete Streets activities (City of Albany)

The \$25,000 grant award will be placed in the 2021 Health department budget.

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-1738, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to apply to and accept the NYS Governor's Traffic Safety Committee, General Highway Safety Grant

Date: July 1, 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

275

- 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

New

Submission Date Deadline May 1, 2020.

Contract Terms/Conditions:

Party (Name/address):

NYS Governor's Traffic Safety Committee
6 Empire Street Plaza
Albany, NY 12228

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$25,000

Scope of Services: Presently, the Albany County Department of Health 2020 General Highway Safety Grant Program addresses pedestrian safety for the Central Avenue corridor in the City of Albany. Our intent for the 2021 application is to expand activities of the existing initiative.

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: A44010.0.4401
Revenue Amount: \$25,000

Appropriation Account and Line: Various lines
Appropriation Amount: \$25,000

Source of Funding - (Percentages)

Federal: 100%
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) 10/01/2020 - 9/30/2021
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: 335 of 2019
Date of Adoption: August 12, 2019

Justification: (state briefly why legislative action is requested)

Albany County Department of Health (ACDOH) requests approval to apply for and enter into a contract with NYS for the Governor's Traffic Safety Committee 2021 General Highway Safety Grant Program. ACDOH has been notified of a \$25,000 grant award for the grant year 2020 - 2021. Presently, ACDOH's 2020 General Highway Safety Grant Program addresses pedestrian safety for the Central Avenue corridor in the City of Albany. The City of Albany accounts for 65% of pedestrian crashes in Albany County and is the primary target population for the 2020 - 2021 initiative. Our intent for the 2021 application is to:

- Expand scale of public awareness activities
- Expand geographic "footprint" of program - i.e. extend along Rt. 5 (Central Avenue) into the Town of Colonie, Village of Colonies
- Directly complements Complete Streets activities (City of Albany)

The \$25,000 grant award will be placed in the 2021 Health department budget.



March 2, 2020

Dear Members of New York's Traffic Safety Community:

The Governor's Traffic Safety Committee (GTSC) is again pleased to announce this year's grant opportunities. I encourage you to develop innovative programs in your communities to help us dramatically reduce the number of fatalities and injuries on our roadways. I look forward to working with you and your colleagues as we strive to enhance the safety of motorists on our roadways and provide quality customer service to our shared constituency.

Traffic safety initiatives undertaken at the local level and funded by GTSC grants have supported our efforts to reduce all types of crashes including those related to speed, impairment, motorcycles, occupant protection, bicyclists, pedestrians, and commercial motor vehicles. The implementation of programs that educate the public on the dangers of drowsy, impaired, distracted, and aggressive driving and the enforcement of these traffic safety laws continue to make New York a national leader in highway safety.

Our consistent success in New York State can be largely attributed to the innovative and data driven programs that our grantees implement each year and from the partnerships we have formed among local, state and federal partners. We, at the GTSC, do not take these relationships for granted and are thankful to all our partners who work tirelessly each day to drive fatality, crash and injury rates down.

While it is still too early to release final motor vehicle fatality and serious injury data for 2019 in New York State, I am pleased to report that the preliminary data are showing a continued downward trend from 2018. This is a testament to the hard work being done every day by our grantees in New York State.

As you prepare to write your grant applications, please keep in mind that speed, impairment and a lack of seat belt use continue to lead the way in terms of contributing factors in crashes and that roadway users outside of vehicles (pedestrians, bicyclists, etc.) account for an increasing share of roadway fatalities. These non-motorist crashes represent 34% of total crashes in 2018 according to the National Highway Traffic Safety Administration (NHTSA) whereas that percentage was 20% in the year 2000.

Your sustained efforts and dedication to highway safety are to be commended and recognized for the valuable contribution made toward making New York a safe state in which to live, work and travel. Together, we will maintain our strong commitment to making our state's roadways safer for all.

Please see the attached grant application information. Applications are due by 11:59 pm on **May 1, 2020**. Please contact your GTSC Highway Safety Program Representative at (518) 474-5111 if you have any questions. Thank you for your continued support and commitment to highway safety for all.

Sincerely,

A handwritten signature in black ink that reads "Mark J.F. Schroeder".

Mark J.F. Schroeder
Chair, Governor's Traffic Safety Committee and
Commissioner, NYS Department of Motor Vehicles



STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE
2021 GRANT PROGRAM DESCRIPTIONS AND APPLICATION INFORMATION



March 2020

I. Structured Programs - Child Passenger Safety and Police Traffic Services:

Child Passenger Safety (CPS) - These grants will continue to support the educational activities of child passenger safety programs through the four different initiatives or schedules: fitting stations, awareness trainings, car seat check events and car seat education & distribution programs for low income families.

Please note: In Federal Fiscal Year 2021 there will be funding available for the purchase of a **limited number** of child safety seats for use with Schedule A – Permanent Fitting Stations, Schedule C – Car Seat Check Events and Schedule D-Car Seat Education & Distribution Programs. Schedules A and C will require hands-on education pertaining to the proper use and installation of a car seat. In the event it is determined a car seat needs to be replaced, pre-established guidelines need to be followed before providing a replacement seat. Funds will also be available for

the purchase of a limited number of child safety seats for use with Schedule D – Car Seat Education & Distribution Programs. Schedule D will require the verification of low income status as well as in classroom instruction about child restraint systems and hands-on education pertaining to the proper use and installation of car seats.

Police Traffic Services (PTS) - The Federal Fiscal Year 2021 Police Traffic Services (PTS) grant program will provide funding to law enforcement agencies to conduct traffic enforcement. In addition to having a current mandatory seat belt use policy in place for police officers of the department, participation in the national Click It or Ticket seat belt enforcement mobilization is required. This program will also fund agencies to conduct traffic enforcement details based on the crash data of their local jurisdiction, with the goal of impacting motorist behavior and improving traffic safety within their communities.



The incentive funding for these structured programs is limited. GTSC may not be able to fund all of your initiatives. Applicants may request up to the maximum grant amount of \$40,000 for CPS and up to \$46,000 for PTS. There is no minimum request amount.

II. General Highway Safety Grants - The highway safety grant application for local, state and not-for-profit agencies is available to address a particular highway safety problem in their jurisdiction. This proposal requires applicants to submit a narrative outline of the problem with supporting data, details of the proposed activities with milestones and an evaluation plan.

Proposals must address one of the program areas included in the state's Highway Safety Strategic Plan, which can be found online at trafficsafety.ny.gov/highway-safety-grant-program. Program areas considered for the general Highway Safety Grant funding include: occupant protection; traffic enforcement; motorcycle safety; traffic records; community programs; programs that impact our younger drivers or older drivers; pedestrian safety; roadway safety and impaired driving.

In 2021, our impaired driving program will focus on statewide projects that support training, enforcement, and technology and state agencies' initiatives to support the efforts of the County STOP-DWI programs. We anticipate that available federal funding will once again be limited this year so applications need to be detailed and supported by data.

Highway Safety Strategic Plan - Every year, the New York State Governor's Traffic Safety Committee prepares the Highway Safety Strategic Plan (HSSP). This plan is the road map for traffic safety professionals in the state and is based on issues and strategies identified by the GTSC member agencies, other

state and local agencies, law enforcement agencies and not-for-profit organizations. The HSSP can be found online at trafficsafety.ny.gov/highway-safety-grant-program. We invite you to contact the GTSC if you have suggestions for the HSSP.

Problem Identification - Since successful programs are data-driven, we encourage you to use the crash and ticket data reports that are available for each county through an online database developed by the Institute for Traffic Safety Management and Research (ITSMR) with funding from the GTSC. The database, called the Traffic Safety Statistical Repository (TSSR), contains crash data from 2009 forward, including preliminary crash data for the current year, and ticket data for 2009-2018.

To access the TSSR, please visit www.itsmr.org/sas-guest-portal. Several help tools are available on the site, including a User Guide, FAQ, Glossary of Terms and TSSR Directory. Please contact your Highway Safety Program Representative at the GTSC if you have questions.

Application Procedure - The due date for all applications is **May 1, 2020**. Not-for-profit agencies must register with and be pre-qualified in the New York State Grants Gateway before submitting a GTSC grant proposal. Proposals received from not-for-profit applicants that have not registered and are not pre-qualified in the Grants Gateway on the proposal due date of 11:59 PM on May 1, 2020 cannot be evaluated. Such proposals will be disqualified from further consideration. If you need assistance with Grants Gateway enrollment or enrollment in the GTSC's eGrants, contact the GTSC.

General instructions for preparing grant applications are included in the eGrants system. If your agency does not have a Project Director currently



Governor's Traffic Safety Committee

enrolled in eGrants, contact the GTSC for guidance. Frequently asked questions, an overview of the requests for proposals, application and review process can be found online at trafficsafety.ny.gov/highway-safety-grant-program.

Applications must be submitted using the GTSC eGrants system. The due date for General Highway Safety, Child Passenger Safety and Police Traffic Services grant applications is May 1, 2020. Applications submitted after May 1, 2020 will not be considered. Applicants must submit their proposals by changing the status of their completed 'In Process' proposal to 'Submit' on or before May 1, 2020.

If you have any questions or need any assistance preparing your grant application, please contact your GTSC Highway Safety Program Representative listed below or call (518) 474-5111.

Chuck Conroy: 518-486-1920

Bronx, Kings, Manhattan, Nassau, Putnam, Queens, Richmond, Suffolk, Westchester

Vanessa Waldron: 518-486-5395

Allegany, Cattaraugus, Cayuga, Chautauqua, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, Warren, Washington, Wayne, Wyoming

Jim Knapp: 518-473-4734

Delaware, Fulton, Hamilton, Herkimer, Montgomery, Orange, Rockland, Schoharie, Sullivan, Ulster

Maureen Kozakiewicz: 518-408-2036

Broome, Chemung, Chenango, Clinton, Cortland, Essex, Franklin, Ontario, Otsego, St. Lawrence, Schenectady, Schuyler, Steuben, Tioga, Tompkins, Yates

Robert Lopez: 518-402-2092

Erie, Genesee, Greene, Livingston, Monroe, Niagara, Orleans, Rensselaer

Aubrey Feldman: 518-474-2279

Albany, Columbia, Dutchess, Saratoga

The Governor's Traffic Safety Committee administers highway safety grant funding in accordance with 23 CFR Part 1300 Uniform Procedures for State Highway Safety Programs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and according to the guidelines published by the GTSC in the structured applications and the Guide to Preparing a Highway Safety Program applications. Grants are reviewed for approval based on the criteria stated on the application. In general, the review is based in part on past performance, agreement to perform requested activities, significance of problem identified, and rationale of proposed solution.

RESOLUTION NO. 335

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REGARDING THE GENERAL HIGHWAY SAFETY GRANT PROGRAM AND AMENDING THE 2019 HEALTH DEPARTMENT BUDGET

Introduced: 8/12/19
By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health has requested authorization to enter into an agreement with the New York State Governor's Traffic Safety Committee regarding the 2020 General Highway Safety Grant Program in the amount of \$31,555 for the term commencing October 1, 2019 and ending September 30, 2020, and

WHEREAS, The Commissioner has indicated that the funding will be used to expand the scale of public awareness activities and to extend the geographic scope of the 2020 General Highway Safety Grant Program initiative which presently addresses the Central Avenue corridor in the City of Albany, and

WHEREAS, The Commissioner has also requested a budget amendment to incorporate \$787 of said funding into the 2019 Department of Health Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Governor's Traffic Safety Committee regarding the 2020 General Highway Safety Grant Program in the amount of \$31,555 for the term commencing October 1, 2019 and ending September 30, 2020, and, be it further

RESOLVED, That the 2019 Department of Health Budget is amended to incorporate said funding as follows:

Increase Revenue Account A4401 Public Health Grants by \$787

Increase Appropriation Account A4010.4 by \$787 by increasing the following Line Items:

Increase Line Item A4010 4 4038 Travel Mileage Freight by \$137

Increase Line Item A4010 4 4039 Conferences Training Tuition by \$650

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 - 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 12th 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 12th day of August, 2019.

A handwritten signature in black ink, which appears to read "Paul J. Dennis". The signature is written in a cursive style with a large initial "P".

Clerk, Albany County Legislature



Governor's Traffic Safety Committee

6 EMPIRE STATE PLAZA • ALBANY, NY 12228 • SafeNY.ny.gov

CHUCK DEWEESE
Assistant Commissioner

Ph: (518) 474-5111
Ph: (518) 474-5777
Fx: (518) 473-6946

July 3, 2020

Charles Welge
Director of Public Health Planning and Education
Albany County Department of Health
175 Green St
Albany, NY 12202-2011

Re: HS1-2021-Albany Co DOH-00207-(001)
See! and Be Seen! Albany County
T006620
CFDA #: 20.616
EFFECTIVE DATE: October 1, 2020

Dear Director of Public Health Planning and Education Charles Welge:

On behalf of the Governor's Traffic Safety Committee (GTSC), I am pleased to notify you that the Albany County Department of Health has been awarded \$25,000 to participate in New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York's roads.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested. Crucial documents regarding your grant, the claims process, equipment, and other grant related topics can be found by visiting <https://trafficsafety.ny.gov/highway-safety-grant-program#grant-award>.

Attached to this email are the contract and a signatory page with instructions. There is a new process for the FFY 2021 contracts. Please follow the instructions to facilitate the prompt processing of your contract. The contract will only be effective after the Signature page has been signed by your organization, and notarized, then returned to, and signed by, the New York State Governor's Traffic Safety Committee and, if applicable, the Offices of the New York State Attorney General and New York State Comptroller.

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

Sincerely,

Charles R. DeWeese
Assistant Commissioner

CRD:bp
cc: Shanna Witherspoon
Jack Celuch

RESOLUTION NO. 260

**AUTHORIZING A GRANT APPLICATION AND AN AGREEMENT WITH THE
NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE
REGARDING THE GENERAL HIGHWAY SAFETY GRANT PROGRAM**

Introduced: 8/10/20
By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health has requested authorization to submit a grant application and enter into an agreement with the New York State Governor's Traffic Safety Committee regarding the 2021 General Highway Safety Grant Program in the amount of \$25,000 for the term commencing October 1, 2020 and ending September 30, 2021, and

WHEREAS, The Commissioner has indicated that the funding will be used to expand the scale of public awareness activities and expand the geographic scope of the program by extending along Route 5 into the Town of Colonie, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application and enter into an agreement with the New York State Governor's Traffic Safety Committee regarding the 2021 General Highway Safety Grant Program in the amount of \$25,000 for the term commencing October 1, 2020 and ending September 30, 2021, and, be it further

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

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



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

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 is requesting enter into an agreement with St. Peters Hospital Partners (SPHP) for Closed Point of Dispensing (CPOD). The purpose of the CPOD is to dispense medical countermeasures to members St. Peters have identified for treatment. A SPHP CPOD will cover SPHP paid employees, family members, patients/residents/clients, volunteers, students, independent contractors and credentialed medical staff. A SPHP CPOD is not open to the public and serves only its specified members. The SPHP CPOD will be initiated at the direction of the local health department.

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-1741, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to enter into an agreement with St. Peters Health Partners (SPHP) for Closed Point of Dispensing (CPOD)

Date: July 1, 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

File #: TMP-1741, Version: 1

- 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):

St. Peters Health Partners
315 S Manning Blvd
Albany, NY 12208

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: The purpose of the CPOD is to dispense medical countermeasures to members St. Peters have identified for treatment. A SPHP CPOD will cover SPHP paid employees, family members, patients/residents/clients, volunteers, students, independent contractors and credentialed medical staff. A SPHP CPOD is not open to the public and serves only its specified members. The SPHP CPOD will be initiated at the direction of the local health department.

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) 8/1/2020 - 7/31/2025
Length of Contract: 60 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)
Albany County Department of Health (ACDOH) is requesting to enter into an agreement with St. Peters Hospital Partners (SPHP) for Closed Point of Dispensing (CPOD). The purpose of the CPOD is to dispense medical countermeasures to members St. Peters have identified for treatment. A SPHP CPOD will cover SPHP paid employees, family members, patients/residents/clients, volunteers, students, independent contractors and credentialed medical staff. A SPHP CPOD is not open to the public and serves only its specified members. The SPHP CPOD will be initiated at the direction of the local health department.

ACDOH currently has CPOD agreements with UAlbany, Albany Fire Department, Town of Berne Community & Senior Services Center, Town of Bethlehem, Cohoes Fire Department, Village of Colonie, Green Island Community Center, Town of Guilderland, Village of Menands, St. Matthews Church, Ravena Senior Projects, Watervliet Sr. Citizens Center. The agreement with Albany Medical Center is in the works.

MEMORANDUM OF INTENT
CLOSED POINT OF DISPENSING (CPOD)
St. Peter's Health Partners (SPHP)

SPHP acknowledges its intent to serve as a Closed Point of Dispensing (CPOD) partner for its identified populations in the event that medical countermeasures (MCM) are necessary to address a large-scale public health emergency event.

The purpose of a CPOD is to dispense MCM to SPHP identified members for treatment. SPHP will participate in CPOD activities as resources permit. A SPHP CPOD will cover SPHP paid employees, family members, patients/residents/clients, volunteers, students, independent contractors and credentialed medical staff. These, thereafter, are referred to as "Members". A SPHP CPOD is not open to the public and serves only its specified members. The SPHP CPOD will be initiated at the direction of the Local Health Department(s).

By intending to be a CPOD Partner, SPHP intends to:

1. Allow their facilities to be visited by participating Local Health Department staff and, if applicable, local law enforcement, for the development and maintenance of a site dispensing plans.
2. Allow their facilities to be listed in confidential annexes of County Emergency Management Plans to distribute New York State Department of Health Medical Emergency Response Cache (MERC) and/or Centers for Disease Control and Prevention Strategic National Stockpile (SNS) medications.
3. Assume responsibility for updating the information and guidance contained in operational plans and supplemental documentation.
4. Provide appropriate space within their facilities and the basic supplies (i.e. tables, chairs, laptops/tablets, office supplies) needed to conduct a CPOD at no cost to the LHDs.
5. Provide emergency point of contact information and any subsequently updated information to the Local Health Department(s).
6. Update Local Health Departments with any changes in organizational leadership.
7. Participate in quarterly notification drills to time the activation of CPOD facilities.
8. Participate in training and exercise opportunities.

The Local Health Departments intend to:

1. Provide a point of contact to answer questions SPHP may have about the arrangement to process their request and activation during a public health event.
2. Provide pre-event planning and technical assistance, including a CPOD plan templates, fact sheets, dispensing algorithms and Just-in-Time Training resources.
3. Provide training and exercise opportunities for personnel who will staff the CPOD.
4. Provide SPHP with consultation and assistance as needed and available for the given public health event.

Mutual Acknowledgements

1. This acknowledgement may be amended by mutual agreement of both parties at any time.
2. This acknowledgement will not supersede any laws, rules, or policies of either party.

3. SPHP would be considered a CPOD in that SPHP will not dispense MCM to the “general public” but to pre-event identified members outlined in this document.
4. It is understood that SPHP’s participation is completely voluntary and may not be available and/or utilized in the time of the event. If SPHP opts to decline participation as a CPOD at the time of the event, SPHP would not be considered a “Closed POD” at that time, and their members would be required to attend a public Open POD operated by the LHD(s) and will not receive any preferential treatment.

Duration

This MOI shall be effective upon signature and continue for five (5) years.

Termination

This Memorandum of Agreement can be amended by mutual agreement of both parties at any time and may be terminated upon 60days notice in writing to the other party.

<hr/> <p>Michael Finegan, Present Acute Care Services St. Peter’s Health Partners</p>	<hr/> <p>Kim Baker, President Continuing Care Division St. Peter’s Health Partners</p>
<hr/> <p>County Representative INSERT TITLE Albany County</p>	<hr/> <p>County Representative INSERT TITLE Rensselaer County</p>
<hr/> <p>County Representative INSERT TITLE Saratoga County</p>	<hr/> <p>County Representative INSERT TITLE Schenectady County</p>
<hr/> <p>County Representative INSERT TITLE Warren County</p>	

RESOLUTION NO. 261

**AUTHORIZING AN AGREEMENT WITH ST. PETER'S HEALTH PARTNERS
FOR CLOSED POINT OF DISPENSING**

Introduced: 8/10/20
By Health Committee:

WHEREAS, The Commissioner of Health has requested authorization to enter into an agreement with St. Peter's Health Partners (SPHP) for Closed Point of Dispensing (CPOD) at no cost to the County for a term commencing August 1, 2020 and ending July 31, 2025, and

WHEREAS, The Commissioner indicated the purpose of the CPOD is to dispense medical countermeasures to members SPHP have identified for treatment including SPHP paid employees, family members, patients/residents/clients, volunteers, students, independent contractors and credentialed medical staff and is not open to the public, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized enter into an agreement with St. Peter's Health Partners (SPHP), Albany, NY 12208 for Closed Point of Dispensing (CPOD) at no cost to the County for a term commencing August 1, 2020 and ending July 31, 2025, 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.



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

June 30, 2020

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

ANDREW
Dear Mr. Joyce:

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

As you are aware our office is responsible for the operation and administration of the Albany County Advanced Life Support Program, which provides paramedic & EMT response in the Towns of Bethlehem, Coeymans, New Scotland, Berne, Rensselaerville and Westerlo. We also operate an EMT program for the Bethlehem Volunteer Ambulance Service, Delmar Fire District and the Town of New Scotland.

We continue to experience problems with filling full and part-time Paramedic and EMT positions with Albany County residents. There is a lack of available emergency personnel residing in Albany County, which creates a major issue. Additionally, the higher hourly rate paid by other municipalities in Albany County has proven to be a hindrance in getting available applicants.

The situation continues to be an issue with fulfilling our staffing requirements and I request legislative approval to fill full & part-time Paramedic & EMT positions with out of county residents. At all times, a qualified resident of Albany County would receive preference over a non-resident.

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

Sincerely,

Craig D. Apple Sr.
Craig D. Apple Sr.
Sheriff

Att.

Cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : JUNE 30, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: SHERIFF CRAIG D APPLE SR
TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE X
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

LEGISLATURE APPROVAL TO RECRUIT AND HIRE FROM OUTSIDE ALBANY COUNTY
FOR FULL TIME AND PART TIME PARAMEDICS AND ALSO FULL TIME AND PART TIME
EMT POSITIONS.

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
SOURCE OF FUNDS: _____
TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____
RELEASE OF LIABILITY _____
OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: _____ PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/FEE:

TERM: _____
SCOPE OF SERVICES: _____

CONTRACT FUNDING:
ANTICIPATED IN CURRENT BUDGET: YES _____ NO _____
FUNDING SOURCE: _____
COUNTY BUDGET ACCOUNTS: _____
REVENUE: _____
APPROPRIATION: _____
BOND (RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:
MANDATED PROGRAM/SERVICE: YES _____ NO X
IF MANDATED CITE: AUTHORITY _____
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)
FEDERAL _____
STATE _____
COUNTY _____
TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: 276 OF 2019
DATE OF ADOPTION: 7/8/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
DUE TO THE UNAVAILABILITY OF EMT'S AND PARAMEDICS WITHIN
ALBANY COUNTY, WE REQUEST LEGISLATURE APPROVAL TO RECRUIT AND
HIRE OUTSIDE OF ALBANY COUNTY FOR BOTH FULL TIME AND PART TIME PARAMEDICS
AND EMT'S. ALSO, WE REQUEST THIS RESOLUTION NOT HAVE AN EXPIRATION DATE.
BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF

RESOLUTION NO. 276

AUTHORIZING THE ALBANY COUNTY SHERIFF TO CONSIDER OUT-OF-COUNTY APPLICANTS FOR THE POSITIONS OF FULL-TIME AND PART-TIME PARAMEDICS AND FULL-TIME AND PART-TIME EMERGENCY MEDICAL TECHNICIANS FOR THE COUNTY'S ADVANCED LIFE SUPPORT AND EMT PROGRAMS

Introduced: 7/8/19
By Personnel Committee:

WHEREAS, The Albany County Sheriff has diligently sought out qualified applicants for the positions of full and part-time Paramedic for the County's Advanced Life Support program in the Towns of Bethlehem, Berne, Coeymans, New Scotland, Rensselaerville and Westerlo and full and part-time Emergency Medical Technician for the EMT Program with the Bethlehem Volunteer Ambulance Service, Delmar Fire District and the Town of New Scotland, and

WHEREAS, The Sheriff indicated that there is a shortage of qualified applicants who are residents of Albany County and available and willing to fill all of the vacant full and part-time positions, and

WHEREAS, Resolution No. 245-C for 1995 requires the approval of this Honorable Body for hiring out-of-county applicants in instances where there are no sufficiently qualified Albany County residents who have applied for such positions, and

WHEREAS, Members of the Personnel Committee of the Albany County Legislature have been satisfied that there are no sufficiently qualified Albany County residents to fill the positions and have recommended that an approval in accordance with the requirements of Resolution No. 245-C for 1995 be given to the filling of full and part-time Paramedic and Emergency Medical Technician positions for a twelve-month period with out-of-county applicants, now, therefore be it

RESOLVED, By the Albany County Legislature that hiring out-of-county applicants to fill the aforementioned positions with the Albany County Sheriff's Office is approved in accordance with the requirements of Resolution No. 245-C for 1995, and, be it further

RESOLVED, That the aforementioned approval to consider out-of-county applicants shall expire July 1, 2020, and, be it further

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

Adopted by unanimous vote - 7/8/19

RESOLUTION NO. 262

AUTHORIZING THE ALBANY COUNTY SHERIFF TO CONSIDER OUT-OF-COUNTY APPLICANTS FOR THE POSITIONS OF FULL-TIME AND PART-TIME PARAMEDICS AND FULL-TIME AND PART-TIME EMERGENCY MEDICAL TECHNICIANS FOR THE COUNTY'S ADVANCED LIFE SUPPORT AND EMT PROGRAMS

Introduced: 8/10/20

By Personnel Committee:

WHEREAS, The Albany County Sheriff has diligently sought out qualified applicants for the positions of full and part-time Paramedic for the County's Advanced Life Support program in the Towns of Bethlehem, Berne, Coeymans, New Scotland, Rensselaerville and Westerlo and full and part-time Emergency Medical Technician for the EMT Program with the Bethlehem Volunteer Ambulance Service, Delmar Fire District and the Town of New Scotland, and

WHEREAS, The Sheriff indicated that there is a shortage of qualified applicants who are residents of Albany County and available and willing to fill all of the vacant full and part-time positions, and

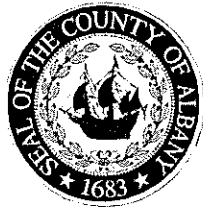
WHEREAS, Resolution No. 245-C for 1995 requires the approval of this Honorable Body for hiring out-of-county applicants in instances where there are no sufficiently qualified Albany County residents who have applied for such positions, and

WHEREAS, Members of the Personnel Committee of the Albany County Legislature have been satisfied that there are no sufficiently qualified Albany County residents to fill the positions and have recommended that an approval in accordance with the requirements of Resolution No. 245-C for 1995 be given to the filling of full and part-time Paramedic and Emergency Medical Technician positions for a twelve-month period with out-of-county applicants, now, therefore be it

RESOLVED, By the Albany County Legislature that hiring out-of-county applicants to fill the aforementioned positions with the Albany County Sheriff's Office is approved in accordance with the requirements of Resolution No. 245-C for 1995, and, be it further

RESOLVED, That the aforementioned approval to consider out-of-county applicants shall expire August 1, 2021, 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
REGIONAL IMMIGRATION ASSISTANCE CENTER
REGION 3- CAPITAL REGION & NORTHERN N.Y.
112 STATE STREET, SUITE 900
ALBANY, NEW YORK 12207
PHONE: (518) 447-4890
www.albanycounty.com

EVELYN A. KINNAH, ESQ.
DIRECTOR

BAKARY JANNEH
DEPUTY DIRECTOR

January 30, 2020

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

Dear Chairman Joyce:

The Office of Immigration Assistance (OIA) requests a residency waiver to allow for the consideration and hiring of qualified applicants who reside out of the County to fill the vacant position of Immigration Counsel. OIA will make every effort and will continue to pursue qualified individuals that live in Albany County, can meet the travel requirements, and provide the skills necessary to satisfy our contractual obligations. This position requires a unique set of expertise defined and funded by the New York State Office of Indigent Legal Services and will be responsible for the Regional Immigration Assistance Center 6th region, made up of 14 counties. OIA is responsible for ensuring that providers of indigent legal services within all 14 counties have access to training and legal support necessary to provide competent advice to their clientele that will prevent unnecessary and often severe unforeseen consequences in criminal, appellate, immigration, and family court matters.

Very truly yours,

Evelyn A. Kinnah, Esq.
Director

Cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizarro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1491, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

One year request for waiver of Albany County Residency Requirement for new Regional Immigration Assistance Center Immigration Counsel

Date: 1/30/2020
Submitted By: Bakary Jannah
Department: Office of Immigration Assistance
Title: Dep Director
Phone: 5184477040
Department Rep.
Attending Meeting: Evelyn Kinnah

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) Request for residency waiver - one year

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: One year residency waiver for counsel

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) 02/01/2020 - 4/30/2021

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)

The Office of Immigration Assistance (OIA) requests a residency waiver to allow for the consideration and hiring of qualified applicants who reside outside of Albany County to fill the vacant position of Immigration Counsel. OIA will make every effort and will continue to pursue qualified individuals that live in Albany County, can meet the travel requirements, and provide the skills necessary to satisfy our contractual obligations. This position requires a unique set of expertise defined and funded by the New York State Office of Indigent Legal Services (NYS ILS) and will be responsible for the Regional Immigration Assistance Center (RIAC) 6th region, made up of 14 counties. OIA is responsible for ensuring that providers of indigent legal services within all 14 counties have access to training and legal support necessary to provide competent advice to their clientele that will prevent unnecessary and often severe unforeseen consequences in criminal, appellate, immigration, and family court matters. Civil Service and Affirmative Action have posted the position online as well as with various other professional networks. NYS ILS will also share the posting with their network once they have executed all contracts related to this program. The RIAC has received eleven inquiries, with five applicants residing outside of the county. The RIAC recently completed a sixth interview with two candidates meeting the minimum qualifications. The RIAC continues to search for a qualified candidate.

WHO WE ARE

We are dedicated to improving the legal representation of indigent noncitizens by equipping the attorneys assigned to representing these clients with expert advice and defense strategies.

Our goal is to support the attorney in assisting his/her noncitizen clients in making informed choices regarding any adverse immigration consequences which may arise from a family law and/or criminal court proceeding.

OUR SERVICES

We provide assistance, support, training, written resources, and expert legal advice to court-appointed defense attorneys throughout the Capital District and Northern New York.

We will advise assigned counsel on potential immigration consequences as they relate to the following:

- Criminal charges, convictions, and/or plea agreements and sentencing dispositions,
- Appellate and post-conviction relief options,
- Family Court dispositions which include matters involving child support and family law offenses.

We will also assist attorneys in addressing any language access issues in order to facilitate meaningful communication between attorneys and their clients.

WHY WE EXIST



Changes to immigration laws have dramatically raised the stakes for noncitizens to be subjected to deportation and removal from the United States for a wide array of crimes, including many minor offenses and violations. Consequently, criminal defense attorneys are now required to advise noncitizen clients as to the potential immigration consequences of a criminal conviction pursuant to the Supreme Court ruling in *Padilla v. Kentucky*, 559 U.S. 356 (2010). **This advice must be affirmative, individualized and accurate.**

In addition, noncitizen clients whose immigration status may directly impact such life-altering decisions as child custody, visitation, adoption and termination of parental rights should be properly advised in family court proceedings.

The Regional Immigration Assistance Center – Region 3 is one of six Regional Immigration Assistance Centers funded by an innovative grant from the New York State Office of Indigent Legal Services.



Daniel P. McCoy
Albany County Executive

Albany County does not discriminate on the basis of race, religion, color, national origin, sex, gender, age, gender identity or expression, sexual orientation, disability, genetic information, pregnancy, veteran status or marital status in its programs and activities.



ALBANY COUNTY
REGIONAL IMMIGRATION
ASSISTANCE CENTER
REGION 3

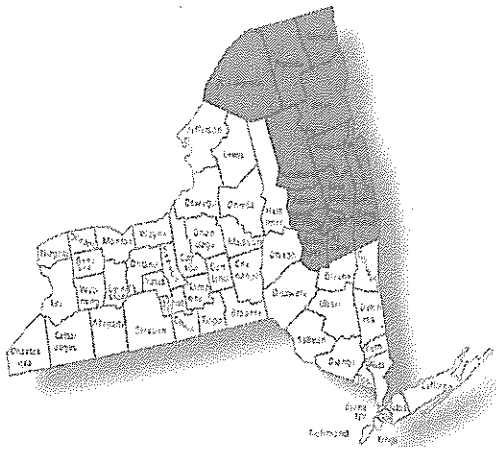
OUR MISSION

To assist, train, advise and support all attorneys assigned to provide mandated representation to noncitizen clients in family court and criminal court proceedings throughout the Capital District and Northern New York.

Evelyn A. Kinnah, Esq.,
Evelyn.Kinnah@albanycountyny.gov

Bakary Janneh
Bakary.Janneh@albanycountyny.gov

112 State Street, Suite 900
Albany, New York 12207
(518) 447-4890



COUNTIES WE SERVE

Albany, Clinton, Essex,
Franklin, Fulton, Hamilton,
Montgomery, Rensselaer,
Saint Lawrence, Saratoga,
Schenectady, Schoharie,
Warren and Washington.

TO BEST SERVE YOU

In order to best serve you, gather information from your client and contact us as early in the case as possible. Use these questions as your guide, as you will be asked to provide this information at the time of your initial contact with our office.

- Client's name, date of birth and country of birth.
- Client's immigration status, if known.
- Date of client's initial and last entry into the United States, if known.
- Current immigration status and the issuance/expiration dates of any immigration-related ID documents, (e.g. for a green card or visa holder, refugee/asylee, TPS, DACA, etc.), if known.
- Information concerning the current criminal and/or family court matter.
- Information concerning any prior criminal and/or family court history.
- Information concerning any past contact with immigration authorities.
- Information concerning any past or pending immigration applications or proceedings.
- Immigration status of immediate relatives residing in the United States (grandparents, parents, spouse and/or children), if known.



HELPFUL DOCUMENTS

The following documents, if made available, would further assist the Center in providing you with accurate advice and assistance:

For criminal court proceedings: any accusatory instrument, information relating to prior criminal history, and status of current case (i.e. arraignment, next court date, plea offer and/or recommended sentencing disposition).

For family court cases: any petitions, orders of protection, other documents reflecting status of current case and concerning any concurrent criminal matters.

For immigration status: copies of green card, passport pages, employment authorization documents, travel documents or other immigration-related information.

CONTACT

Evelyn A. Kinnah, Esq.
Evelyn.Kinnah@albanycounty.ny.gov

Bakary Jannah
Bakary.Jannah@albanycounty.ny.gov

(518) 447-4890

305

RESOLUTION NO. 263

AUTHORIZING THE OFFICE OF IMMIGRATION ASSISTANCE TO
CONSIDER OUT-OF-COUNTY APPLICANTS FOR THE POSITION OF
IMMIGRATION COUNSEL

Introduced: 8/10/20

By Personnel Committee:

WHEREAS, The Office of Immigration Assistance has diligently sought out qualified applicants for the position of Immigration Counsel, and

WHEREAS, The Director of the Office of Immigration Assistance has indicated that due to the specialized requirements for this position they have not been able to locate qualified applicants who are residents of Albany County and willing to accept this position, and

WHEREAS, Resolution No. 245-C for 1995 requires the approval of this Honorable Body for the consideration and hiring of out-of-county applicants in instances where there are not sufficient qualified Albany County residents who have applied for such position, and

WHEREAS, The Personnel Committee of the Albany County Legislature has been satisfied that there exists a shortage of qualified Albany County residents to fill the Immigration Counsel position and has recommended that approval in accordance with the requirements of Resolution No. 245-C for 1995 be given for a 12-month period in order to fill such position, now, therefore be it

RESOLVED, By the Albany County Legislature that the consideration of out-of-county applicants to fill the position of Immigration Counsel is hereby approved in accordance with the requirements of Resolution No. 245-C for 1995 for a 12-month period in order to fill such position, and, be it further

RESOLVED, That the aforementioned approval to consider out-of-county applicants for this position shall expire August 1, 2021, 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 Official.



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

June 29, 2020

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

ANDREW
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Public Safety Committee of the Albany County Legislature.

I respectfully request a resolution authorizing the elimination of (1) one Correction Captain position and (2) two Correction Sergeant positions to allow for the creation of (1) one Corrections Commander and (1) one Correction Investigator within the Albany County Corrections & Rehabilitative Services Center. The savings to the County would be \$65,746.00.

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

Sincerely,


Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance
Brandon Russell, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel

FOR COUNSEL USE ONLY	
Date Received:	_____
Received By:	_____
Method: Hand:	_____
Courier:	_____
Mail:	_____

REQUEST FOR LEGISLATIVE ACTION

DATE: 06/26/20
DEPARTMENT: Albany County Sheriff's Office & Corrections/Rehabilitative Service Center
 Contact Person: Sheriff Craig D. Apple Sr.
 Telephone: 518-487-5440
 Dept. Representative Attending
 Committee Meeting: Sheriff Craig D. Apple Sr.

PURPOSE OF REQUEST:

Adoption of Local Law _____
 Amendment of Prior Legislation _____
 Approval/Adoption of Plan/Procedure _____
 Bond Approval _____
 Budget Amendment (See below) X
 Contract Authorization (See below) _____
 Environmental Impact _____
 Home Rule Request _____
 Property Conveyance _____
 Other: (State briefly if not listed above) _____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING:

Increase Account/Line No: See Attached
 Source of Funds: _____
 Title Change: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

Change Order/Contract Amendment _____
 Purchase (Equipment / Supplies) _____
 Lease (Equipment / Supplies) _____
 Requirements _____
 Professional Services _____
 Educational / Training _____
 Grant:
 New _____
 Renewal _____
 Submission Deadline Date _____
 Settlement of a Claim _____
 Release of Liability _____
 Other: (State briefly) _____

CONCERNING CONTRACT AUTHORIZATION (Cont'd)
STATE THE FOLLOWING:

Contract Terms/Conditions:

Party (Name/Address):

Amount/Rate Schedule/Fee:

Term: _____

Scope of Services: - _____

Contract Funding:

Anticipated in Current Budget: Yes _____ No _____

Funding Source: _____

County Budget Accounts:

Revenue: _____

Appropriation: _____

Bond (Res. No. & Date of Adoption) _____

CONCERNING ALL REQUESTS:

Mandated Program / Service: Yes _____ No X

If Mandated Cite: Authority _____

Anticipated in Current Adopted Budget: Yes _____ No X

If yes, indicate Revenue/Appropriation Accounts: _____

Fiscal Impact - Funding: (Dollars or Percentages)

Federal _____

State _____

County 100%

Term/Length of Funding _____

Previous Requests For Identical or Similar Action:

Resolution/Law Number: #388 #131

Date of Adoption: 9/2019 3/2020

Justification: (State briefly why legislative action is requested)

To create and fund (1) Corrections Investigator and (1) Commander position at the Corrections & Rehabilitative Services Center and eliminate (1) Captain and two (2) Sergeant positions as an offset. This is budget neutral

Back-up Material Submitted (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

Submitted By: Craig D. Apple Sr.

Title: Sheriff

7/2020 RESOLUTION

APPROPRIATIONS

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	ANNUAL SALARY	POSTION CONTROL #	COMMENTS
A9 3150 1 2303 001 10000	CORRECTIONS INVESTIGATOR	30,072.00		74,454.00	390481	CREATE POSITION
A9 3150 1 2309 002 10000	COMMANDER	41,320.00		102,316.00	390480	CREATE POSITION
A9 3150 1 2301 005 10000	CAPTAIN		23,797.33	88,951.00	390022	DELETE POSITION
A9 3150 1 4113 021 10000	CORRECTIONS SERGEANT		23,797.33	76,782.00	390070	DELETE POSITION
A9 3150 1 4113 004 10000	CORRECTIONS SERGEANT		23,797.34	76,782.00	390054	DELETE POSITION
	TOTAL APPROPRIATIONS	71,392.00	71,392.00			

ESTIMATED REVENUES

ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	COMMENTS
AA 000					
000					
000					
	TOTAL ESTIMATED REVENUES	0.00	0.00		
	GRAND TOTALS	71,392.00	71,392.00		

* Effective 8/01/2020 - for payday 8/7/2020 (21 weeks)

Note the annual salary has been prorated for 21 weeks in 2020

RESOLUTION NO. 388

AMENDING THE 2019 SHERIFF'S OFFICE BUDGET: ADMINISTRATIVE ADJUSTMENTS

Introduced: 9/9/19

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to create three additional Special Projects Coordinator positions in the 2019 Sheriff's Office Budget by reallocating funds for three vacant Corrections Officer positions, and

WHEREAS, The Sheriff has indicated that the new positions are necessary to expand upon programming, provide wrap-around services, and further reduce recidivism, and

WHEREAS, The Sheriff has requested a budget-neutral amendment to the 2019 Sheriff's Office Budget to appropriate funds for the new positions, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2019 Sheriff's Office Budget is amended as follows:

Decrease Appropriation Account A3150.1 by \$34,875 by decreasing the following line items:

Decrease Line Item A3150 1 4115 034 Corrections Officer by \$11,625 with an annual salary of \$62,838

Decrease Line Item A3150 1 4115 187 Corrections Officer by \$11,625 with an annual salary of \$62,838

Decrease Line Item A3150 1 4115 247 Corrections Officer by \$11,625 with an annual salary of \$62,838

Increase Appropriation Account A3150.1 by \$34,875 by creating and increasing the following line items:

Create and Increase Line Item A3150 1 2267 001 Special Projects Coordinator by \$11,625 with an annual salary of \$46,500

Create and Increase Line Item A3150 1 2267 002 Special Projects Coordinator by \$11,625 with an annual salary of \$46,500

Create and Increase Line Item A3150 1 2267 003 Special Projects Coordinator by \$11,625 with an annual salary of \$46,500

and, be it further

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

Adopted by unanimous vote — 9/9/19

RESOLUTION NO. 181

AMENDING THE 2020 SHERIFF'S OFFICE BUDGET: ADMINISTRATIVE ADJUSTMENTS

Introduced: 3/24/20

By Messrs. A. Joyce and Feeney:

WHEREAS, The Albany County Sheriff has requested authorization to create seven additional Special Projects Coordinator positions in the 2020 Sheriff's Office Budget by reallocating funds for five vacant Corrections Officer positions, and

WHEREAS, The Sheriff has indicated that the new positions are necessary to expand upon programming, provide wrap-around services, and further reduce recidivism, and

WHEREAS, The Sheriff has requested a budget-neutral amendment to the 2020 Sheriff's Office Budget to appropriate funds for the new positions, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2020 Sheriff's Office Budget is amended as follows:

Decrease Appropriation Account A3150.1 by \$250,572 by decreasing and deleting the following line items:

Decrease Line Item A3150 1 4115 084 Corrections Officer by \$44,000

Decrease Line Item A3150 1 4115 131 Corrections Officer by \$44,000

Decrease Line Item A3150 1 4115 144 Corrections Officer by \$64,095

Decrease Line Item A3150 1 4115 198 Corrections Officer by \$50,734

Decrease Line Item A3150 1 4115 228 Corrections Officer by \$47,743

Increase Appropriation Account A3150.1 by \$250,572 by creating and increasing the following line items:

Create and Increase Line Item A3150 1 2267 004 Special Projects Coordinator by \$35,796 with an annual salary of \$47,430

Create and Increase Line Item A3150 1 2267 005 Special Projects Coordinator by \$35,796 with an annual salary of \$47,430

Create and Increase Line Item A3150 1 2267 006 Special Projects Coordinator by \$35,796 with an annual salary of \$47,430

Create and Increase Line Item A3150 1 2267 007 Special Projects Coordinator by \$35,796 with an annual salary of \$47,430

Create and Increase Line Item A3150 1 2267 008 Special Projects Coordinator by \$35,796 with an annual salary of \$47,430

Create and Increase Line Item A3150 1 2267 009 Special Projects Coordinator
by \$35,796 with an annual salary of \$47,430
Create and Increase Line Item A3150 1 2267 010 Special Projects Coordinator
by \$35,796 with an annual salary of \$47,430

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.

On a long roll call vote, the following members voted in favor: Messrs. Beston, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Langdon, Ms. Lekakis, Lockhart, Messrs. Mauriello, Mayo, Ms. McLaughlin, Messrs. Miller, O'Brien, Perlee, Peter, Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward, and Ms. Willingham - 36

Those opposed: Ms. Whalen - 1

Resolution was adopted. - 3/24/20

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 24th day of March, 2020, 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 WHEREOF, I have hereunto set my hand and the official seal of the County Legislature this 25th day of March, 2020.


Clerk, Albany County Legislature

RESOLUTION NO. 264

AMENDING THE 2020 SHERIFF'S OFFICE BUDGET: ADMINISTRATIVE ADJUSTMENTS

Introduced: 8/10/20
By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to create the positions of Commander and Corrections Investigator in the 2020 Sheriff's Office Budget by transferring funds from a Captain and two Corrections Sergeants positions, and

WHEREAS, The Sheriff has indicated that the new positions are necessary to meet the needs at the Corrections and Rehabilitative Services Center, and

WHEREAS, The Sheriff has requested a budget-neutral amendment to the 2020 Sheriff's Office Budget to appropriate funds for the new positions, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2020 Sheriff's Office Budget is amended as follows:

Decrease Appropriation Account A3150.1 by \$71,392 by decreasing the following line items:

Decrease and Delete Line Item A3150 1 2301 005 Captain by \$23,798
Decrease and Delete Line Item A3150 1 4113 004 Corrections Sergeant by \$23,797
Decrease and Delete Line Item A3150 1 4113 021 Corrections Sergeant by \$23,797

Increase Appropriation Account A3150.1 by \$71,392 by creating and increasing the following line items:

Create and Increase Line Item A3150 1 2303 001 Corrections Investigator by \$30,072 with an annual salary of \$74,454
Create and Increase Line Item A3150 1 2309 002 Commander by \$41,320 with an annual salary of \$102,316

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.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

June 8, 2020

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

Andrew
Dear Mr. Joyce:

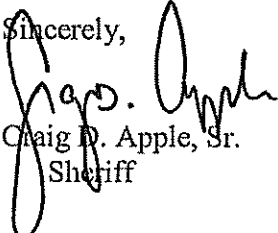
The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required in order to allow the Albany County Sheriff's Office to apply for \$8,000.00 in grant funding from the New York State Canal Corporation as reimbursement for expenses related to patrolling the waterways within Albany County which are contiguous to the New York State Canal System. There is a 25% match to this grant.

The term of this contract will be April 1, 2020 through March 31, 2021.

By utilizing this fund source we will be able to recuperate 75% of the funds spent on the normal patrolling of these waterways.

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

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.

Cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee
Brandon Russell, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<input type="checkbox"/> HAND
	<input type="checkbox"/> COURIER
	<input type="checkbox"/> MAIL

DATE: JUNE 9, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: SHERIFF CRAIG D APPLE SR
 TELEPHONE: 518-447-5440
 DEPT. REPRESENTATIVE ATTENDING
COMMITTEE MEETING CRAIG D APPLE SR

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) X
- TO APPLY FOR GRANT FUNDS FROM THE NYS CANAL CORP FOR THE PERIOD
- 4/1/2020 THRU 3/31/2021

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

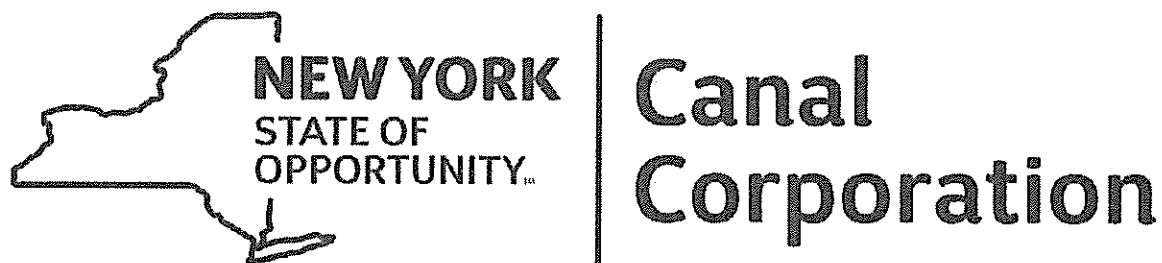
CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____
 RELEASE OF LIABILITY _____
 OTHER: (STATE BRIEFLY) _____



NYS Canal Corporation
2020 Marine Patrol Grant Program
Request for Application (RFA)

Application Due Date: June 19, 2020 by 5:00 pm

Table of Contents

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III.	Authorized Program Expenditures.....	2
IV.	Submission Format and Content.....	2
V.	Approval and Notification of Award.....	3
VI.	Questions	3
Appendix A	Budget Summary.....	4

I. Introduction

In recognition of the fiscal challenges faced by county and local governments in prioritizing patrol services, and to allow for more locally-administered, efficient and responsive police and public safety coverage on New York's Canals and Canalway Trail, the New York State Canal Corporation administers a local Marine and Trail Patrol Grant Program available to local law enforcement agencies.

This grant program is designed to help facilitate new and existing marine and land patrol services for New York State Canal Corporation waterways and adjoining trailways for the following Counties:

Albany, Cayuga, Erie, Herkimer, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Orleans, Oswego, Rensselaer, Saratoga, Schenectady, Seneca, Washington, Wayne.

II. Eligibility and Objectives

Matching grants, up to \$40,000, will be available for local agencies which establish, operate, or expand public safety patrols under the following criteria:

- a. Patrol services shall be provided during operational hours of the canals, and additional coverage during planned local events (many events have been cancelled this year, but we will do our best to keep you updated on events and activities as the season progresses). Standard hours of operation for the 2020 navigation season are 7:00 a.m. to 5:00 p.m. (exceptions to standard operating hours can be found on the "Hours of Operation" page on the Canal Corporation's website -- <http://www.canals.ny.gov/boating/hours.html>). We also recommend that you sign up for our Notices to Mariners, which will provide up-to-date information on progress we are making as we work toward a full reopening of the canals, as well as any other notices and alerts regarding water levels, construction or other conditions that will affect navigation (<http://www.canals.ny.gov/wwwapps/tas/tascanals/index.aspx>).
- b. Marine Patrols must patrol waters on, or contiguous to, the current and historical alignments of the New York State Canal System, cover the entirety of their determined jurisdiction, and provide supporting documentation of doing so.
- c. All officers assigned to patrols of the Canal or Canalway Trail supported by Canal Corporation funding must have appropriate certifications and accreditations for the operation of equipment utilized in the course of their patrols.

- d. Local agencies must provide documentation of at least a 25% match of local funding to supplement that which is provided by the New York State Canal Corporation.
- e. All personnel must be familiar with, and have a working knowledge of, Canal Law and the Canal Corporation's Rules and Regulations.

III. Authorized Program Expenditures

Included below is a list of reimbursable expenses:

- a. Personnel costs, including straight time, overtime, and fringe benefits
- b. Fuel costs
- c. Docking Fees

Included below is a list of non-reimbursable expenses

- a. Patrol Uniforms and clothing
- b. Vessel repairs
- c. Equipment Purchases

IV. Submission Format and Content

- a. Format: Letters of interest must be submitted to the NYS Canal Corporation by June 12, 2020, to include a completed Appendix A, "Budget Summary", to the attention of:

Brian U. Stratton, Director
New York State Canal Corporation
30 South Pearl
Albany, NY 12207

- b. Required Content: Letters of interest must include the following required content:
 - i. Name of the agency seeking funding – applicants must provide identification of the law enforcement agency seeking assistance
 - ii. The jurisdiction served by such agency

- iii. An estimate of the expected patrol schedule, to include patrols during operational hours and planned events, on-call availability, and percentage of coverage on each active waterway and/or trail.
 - iv. Proposed FY2020/2021 Budget Plan. Please provide a description and outline of your proposed expenditures within each of the allowable spending categories. Grant Program funding cannot exceed \$40,000. Total costs identified in your budget plan will be reviewed for reasonable and necessary expenses to ensure achievement of the targeted capabilities and the objective of the grant. Please see Appendix A, "Budget Summary", for IV.a.iv requirement
- c. Capability Advancement: Applicants must provide a brief description of their current patrol initiative, if any, along the Canalway and highlight how their proposed budget for the FY2020/2021 Marine Patrol Grant Program will address identified capability gaps and advance current patrols in their jurisdiction.

V. Approval and Notification of Award

The Director of The NYS Canal Corporation will notify all grant applicants in writing of the final grant award determinations. Any disbursement of an award is contingent upon the recipient entering into a contract with the NYS Canal Corporation, with reimbursement allowed only after date of award letter with the Corporation and proper submission of vouchers executed by an authorized officer of the agency accompanied by such receipts and documents verifying expenditures as may be required by the Corporation.

VI. Questions

Questions regarding the 2020/2021 Marine Patrol Grants may be directed to the following address: NYS Canal Corporation, 30 South Pearl Street, Albany NY 12207 or by phone at (518) 449-6006. Email inquires can be sent to John.Joyce@canals.ny.gov.

RESOLUTION NO. 271

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

Introduced: 7/8/19
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to the New York State Canal Corporation regarding reimbursement for marine patrol services in the amount of \$8,000 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Sheriff has indicated that this funding, which requires a County match of \$2,000, will be used to recuperate a portion of the funds spent on the patrolling of Albany County waterways which are contiguous to the New York State Canal System, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the New York State Canal Corporation regarding reimbursement for marine patrol in the amount of \$8,000 for the term commencing April 1, 2019 and ending March 31, 2020, 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 - 7/8/19
Mr. Frainier abstained*

RESOLUTION NO. 265

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE
NEW YORK STATE CANAL CORPORATION REGARDING
REIMBURSEMENT FOR MARINE PATROL SERVICES**

Introduced: 8/10/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to the New York State Canal Corporation regarding reimbursement for marine patrol services in the amount of \$8,000 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Sheriff has indicated that this funding, which requires a County match of \$2,000, will be used to recuperate a portion of the funds spent on the patrolling of Albany County waterways which are contiguous to the New York State Canal System, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the New York State Canal Corporation regarding reimbursement for marine patrol in the amount of \$8,000 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 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.



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

July 7, 2020

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

DNORIN
Dear Mr. Joyce:

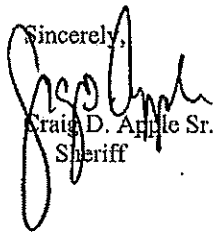
The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is required in order to allow Albany County to apply for the FY 2020 Emergency Management Performance Grant-Supplemental with the Division of Homeland Security and Emergency Services. This grant is a supplement of the ongoing SHSP (State Homeland Security Program) grant program and is intended for COVID-19 response. We were recently notified of our allocation under this program. While we do not have to apply to receive this grant, we must submit an application form showing how the money will be spent on emergency management functions. We are currently processing the application forms.

The grant award allocated for Albany County is \$66,503 and covers the grant period 1/27/2020 - 7/31/2021. These grant funds will be utilized to stockpile PPE including surgical gowns, surgical masks and N-95 respirators, all of which were in extremely short supply during the initial stages of the COVID-19 pandemic. The grant has a 50% matching requirement. We will use salaries of our existing emergency management personnel as the match. As such, 100% of the PPE cost will be reimbursed.

Since the amount of the grant is already set by the state, we would also like to receive Legislative approval in order to allow Albany County to enter into a Grant Agreement and Contract with the State of New York, Division of Homeland Security and Emergency Services, as a recipient of the aforementioned grant. This will allow us to expedite the acquisition of these items as much as possible. The budget amendment forms are attached.

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

Sincerely,

Craig D. Apple Sr.
Sheriff

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance
Brandon Russell, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE: JULY 7, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) X
- CONTRACT AUTHORIZATION (SEE BELOW) X
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

TO APPLY & ACCEPT THE FY2020 EMPG-S GRANT- EMERGENCY MANAGEMENT PERFORMANCE GRANT-SUPPLEMENTAL IN THE AMOUNT OF \$66,503,005 AND THE CORRESPONDING BUDGET AMENDMENT TO REFLECT CHANGES TO OUR 2020 BUDGET

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. A33110.03305.EMP-S (CIVIL DEFENSE)
SOURCE OF FUNDS: NYS DIVISION OF HOMELAND SECURITY
TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW X
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____
RELEASE OF LIABILITY _____
OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

JOHN P MELVILLE, COMMISSIONER
DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES
1220 WASHINGTON AVENUE, BLDG 7A, SUITE 710, ALBANY 12242

AMOUNT/RATE SCHEDULE/FEE:

\$ 66,503.00 (50%MATCH FUNDING)

TERM: 1/27/2020 THRU 7/31/2021

SCOPE OF SERVICES: THESE FUNDS WILL BE UTILIZED TO STOCKPILE PPE,
INCLUDING SURGICAL GOWNS, SURGICAL MASKS AND N-95 MASKS

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO X
FUNDING SOURCE: NYS DIVISION OF HOMELAND SECURITY (DHSES)

COUNTY BUDGET ACCOUNTS:

REVENUE: A33110.03305.EMP-S - CIVIL DEFENSE

APPROPRIATION: A93110.22750.EMPS (SECURITY EQUIPMENT)

BOND (RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO X
IF MANDATED CITE: AUTHORITY _____
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE 100%

COUNTY _____

TERM/LENGTH OF FUNDING 1/27/2020 THRU 7/31/2020

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 48 OF 2020 COPY ATTACHED

DATE OF ADOPTION: 2/10/2020

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

SUPPORTS EMERGENCY MANAGEMENT OFFICE AND ITS COVID-19 RESPONSE PROGRAMS PER
AWARD LETTER DATED 7/2/2020 (ATTACHED)

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF

2020 BUDGET AMENDMENT									
RESOLUTION NO.	BTCH	ACCOUNT NO.	EMP-S	RESOLUTION DESCRIPTION	APPROPRIATIONS	INCREASE	DECREASE	CREATE	
A93110		22750		SECURITY EQUIPMENT		66,503.00			
				TOTAL APPROPRIATIONS		66,503.00		0.00	
				REVENUES					
				RESOLUTION DESCRIPTION		DECREASE	INCREASE		
A33110		03305	EMP-S	CIVIL DEFENSE		0.00	66,503.00	CREATE	
				TOTAL REVENUES		0.00	66,503.00		
				GRAND TOTALS		66,503.00	66,503.00		

Attn: Comptrollers Office - project code - EMP-S (Description "EMP-G SUPPLEMENTAL Grant")



Homeland Security
and Emergency Services

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

July 2, 2020

The Honorable Daniel P. McCoy
Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 900
Albany, NY 12207

Dear Mr. McCoy:

I am pleased to inform you that Albany County is awarded \$66,503 under the FY2020 Emergency Management Performance Grant COVID-19 Supplemental (EMPG-S) program. Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA. The performance period for this grant is from January 27, 2020 through July 31, 2021.

The FY2020 EMPG-S program provides funding for emergency management agencies to prevent, prepare for, and respond to the COVID-19 public health emergency. All proposed projects must have a clear nexus to COVID-19. The FY2020 EMPG-S application documents and grant guidance are being sent to your designated program points of contact. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to DHSES no later than July 16, 2020. If you need assistance in completing your application, please contact the DHSES Grants Program Administration Office at (866) 837-9133.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact my Program Manager of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Brian Wood, Commander, Albany County Critical Incident Emergency Management
Thomas M. Remmert, Deputy Director, Albany County Emergency Management

RESOLUTION NO. 48

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

Introduced: 2/10/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2019 Emergency Management Performance Grant funding in an amount of \$116,085 for a term commencing October 1, 2018 and ending September 30, 2021, and

WHEREAS, The Albany County Sheriff has indicated that the aforementioned grant funds will be utilized to pay for equipment, supplies and preparedness items used in the Sheriff's Office's ongoing emergency management activities, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate the 2019 Emergency Management Performance Grant funding into the 2020 Sheriff's Office Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2019 Emergency Management Performance Grant funding in an amount of \$116,085 for a term commencing October 1, 2018 and ending September 30, 2021, and, be it further

RESOLVED, That the 2020 Sheriff's Office Budget is amended as follows:

Increase Revenue Account A3305 Civil Defense by \$116,085

Increase Appropriation Account A3110.2 by \$116,085 by increasing Line Item A3110 2 2750 Security Equipment by \$116,085

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 - 2/10/20
Mr. A. Joyce abstained.*

RESOLUTION NO. 266

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT SUPPLEMENTAL AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

Introduced: 8/10/20
By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2020 Emergency Management Performance Grant-Supplemental funding in an amount of \$66,503 for a term commencing January 27, 2020 and ending July 31, 2021, and

WHEREAS, The Albany County Sheriff has indicated that the aforementioned grant funds will be utilized to pay for Personal Protective Equipment (PPE) supplies, including surgical masks, gowns, and N-95 respirators and related items used in the Sheriff's Office's ongoing emergency management activities, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate the 2020 Emergency Management Performance Grant-Supplemental funding into the 2020 Sheriff's Office Budget, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept 2020 Emergency Management Performance Grant-Supplemental funding in an amount of \$66,503 for a term commencing January 27, 2020 and ending July 31, 2021, and, be it further

RESOLVED, That the 2020 Sheriff's Office Budget is amended as follows:

Increase Revenue Account A3305 EMP-S Civil Defense by \$66,503

Increase Appropriation Account A3110.2 by \$66,503 by increasing Line Item A3110 2 2750 EMP-S Security Equipment by \$66,503

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.



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

July 2, 2020

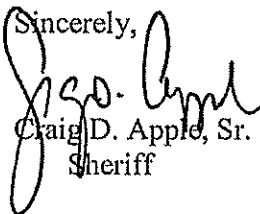
Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

WDR
Dear Mr. Joyce:

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

Legislative approval is requested to amend the 2020 Capital Plan and resolution numbers 527 of 2017, resolution 97 and resolution 513 of 2019. We are requesting to change the location of our E911 Communications Center from the Albany County Nursing Home to the Clarksville Public Safety Building. This move will encompass the Clarksville Public Safety Building to undergo an addition that was previously scheduled for the Albany County Nursing Home. Resolution numbers 527, 97 and 513 will need to be amended to reflect the new location as it pertains to bonding.

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

Sincerely,

Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance
Brandon Russell, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : JULY 2, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D. APPLE SR
TELEPHONE: 487-5438

DEPT. REPRESENTATIVE ATTENDING
COMMITTEE MEETING: _____

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____ X
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____ X
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

LEGISLATIVE APPROVAL IS NEEDED TO CHANGE THE LOCATION OF THE E-911 COMMUNICATIONS CENTER MOVE FROM THE NURSING HOME TO CLARKSVILLE BY AMENDING THE 2020 CAPITAL PLAN AND AMENDING RES. 527 (2017) AND RES. 97 AND 513 (2019)

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
SOURCE OF FUNDS: _____
TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____

SETTLEMENT OF A CLAIM _____
RELEASE OF LIABILITY _____
OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/FEE:

TERM:

SCOPE OF SERVICES:

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO _____

FUNDING SOURCE: _____

COUNTY BUDGET ACCOUNTS: _____

REVENUE: _____

APPROPRIATION: _____

BOND(RES. NO. & DATE OF ADOPTION) _____

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE _____

COUNTY 100%

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 97 OF 2019

DATE OF ADOPTION: 3/11/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THE ALBANY COUNTY SHERIFF'S OFFICE RESPECTFULLY REQUESTS LEGISLATIVE APPROVAL TO CHANGE THE LOCATION OF OUR E-911 COMMUNICATIONS CENTER MOVE FROM THE NURSING HOME TO THE CLARKSVILLE PULICE SAFETY BUILDING. THIS WILL REQUIRE THE PUBLIC SAFETY BUILDING TO UNDERGO AN ADDITION THAT WAS PREVIOUSLY SCHEDULED FOR THE NURSING HOME. RESOLUTIONS 527 (2017), AND RES. 97 AND 513 (2019) NEED TO BE AMENDED TO REFLECT THE NEW LOCATION AS IT PERTAINS TO BONDING.

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SEE ATTACHED LETTER

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF

RESOLUTION NO. 97

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$8,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$8,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 3/11/19
By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake a capital project at the Albany County Nursing Home consisting of the design, demolition, renovation, construction modifications, relocation, and installation of existing communications equipment as well as the purchase of additional communications equipment, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's 2019-2023 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$8,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$8,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$8,000,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$8,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$8,000,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

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

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

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

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

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

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

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

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1984.

Section 8. By separate resolution, the County has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the capital project described in this resolution by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

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

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

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

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

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

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

On long roll call vote the following members voted in favor: Messrs. Beston, Bullock, Burgdorf, Cahill, Ms. Chapman, Messrs. Clay, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Frainier, Grimm, Hogan, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo,

Ms. McKnight, McLean Lane, Messrs. Mendick, Miller, Ms. Plotsky, Messrs. Reinhardt, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham - 36

Those opposed - 0

Adopted by unanimous vote - 3/11/19

RESOLUTION NO. 513

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE ALBANY COUNTY SHERIFF'S OFFICE PUBLIC SAFETY BUILDING AND THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$2,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 11/12/19

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake a capital project for the ~~Albany County Sheriff's Office Public Safety Building located at 58 Verda Avenue in the Hamlet of Clarksville in the Town of New Scotland~~ consisting of the reconstruction and renovation of the interior of the building to maximize space and upgrade the technology and electrical systems, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's 2020-2024 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake a capital project at the ~~Albany County Nursing Home~~ consisting of the design, demolition, renovation, construction modifications, relocation, and installation of existing communications equipment as well as the purchase of additional communications equipment,

1.5 million
CLARKVILLE

1 million
EQ11

including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's 2020-2024 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,000,000 to pay the costs of the capital project.

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

Section 3. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$2,500,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 4. The following additional matters are hereby determined and stated:

- (a) The facilities described in Sections 1 and 2 above are both class "A" buildings, as defined in Section 11.00(a)(11)(a) of the Law.
- (b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.
- (c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 5. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 7. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 8. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 9. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a). Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The capital project authorized by this resolution described in Section 1 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

(b) By separate resolution, the County has complied with the provisions of SEQRA with respect to the capital project authorized by this resolution described in Section 2 by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

Section 10. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 3 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1 and 2 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 11. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (b) such obligations are authorized in violation of the provisions of the constitution.

Section 12. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bullock, Burgdorf, Cahill, Ms. Chapman, Messrs. Clay, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Frainier, Grimm, Hogan, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Miller, Peter, Ms. Plotsky, Messrs. Reinhardt, Simpson, Smith, Stevens, Tunny, Ward and Ms. Willingham - 36

Those opposed - 0

Resolution was adopted - 11/12/19

RESOLUTION NO. 527

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,750,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,750,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

~~Introduced: 12/18/17~~

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake a capital project on the 4th and 5th floors of the Albany County Nursing Home Tower consisting of the design, demolition, construction, modifications, relocation, and installation of existing communications equipment as well as the purchase of additional communications equipment, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2018 Capital Plan in the County's 2018-2022 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,750,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,750,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,750,000 to pay the costs of the project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,750,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$1,750,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

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

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

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution

RESOLUTION NO. 527

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,750,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,750,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/18/17

By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake a capital project on the 4th and 5th floors of the Albany County Nursing Home Tower consisting of the design, demolition, construction, modifications, relocation, and installation of existing communications equipment as well as the purchase of additional communications equipment, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2018 Capital Plan in the County's 2018-2022 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,750,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,750,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,750,000 to pay the costs of the project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,750,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$1,750,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

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

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

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution

or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

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

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

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

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

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

Section 8. By separate resolution, the County has complied with the provisions of the State Environmental Quality Review Act ("SEQRA") with respect to the capital project described in this resolution by issuing a negative declaration on April 12, 2017 determining that the capital project described in this resolution will not have a significant effect on the environment.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County

RESOLUTION NO. 267

PUBLIC HEARING ON THE PROPOSED AMENDMENT TO THE CAPITAL PROGRAM FOR 2020-2024

Introduced: 8/10/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 337 for 2019, this Honorable Body adopted the 2020-2024 Albany County Capital Program, and

WHEREAS, An amendment to the Capital Program is necessary to move forward with various projects, and

WHEREAS, Pursuant to Section 609 of the Albany County Charter, the Albany County Legislature shall publish a summary of the amendment to the 2020-2024 Capital Program for Albany County and the time and place for a public hearing on the same, now, therefore be it

RESOLVED, That the proposed amendment to the 2020-2024 Albany County Capital Program is available for public inspection at the offices of the County Clerk, Albany County Courthouse, Albany, New York and the Clerk of the Legislature, 112 State Street, Room 710, Albany, New York, during normal business hours and is available on the Albany County website, and, be it further

RESOLVED, By the Albany County Legislature that a public hearing on the proposed amendment to the 2020-2024 Albany County Capital Program will be held by the County Legislature remotely, with participation instructions available on the Albany County website, on Tuesday, August 25, 2020, and the Clerk of the County Legislature is hereby directed to cause notice to be published containing the necessary information in accordance with the applicable provisions of law.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

June 25, 2020

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

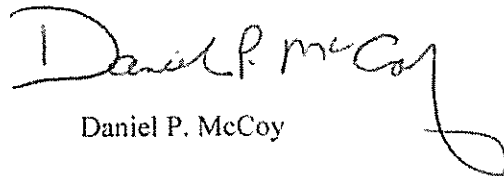
Dear Chairman Joyce:

In accordance with Article 6, Section 608 of the Albany County Charter, I hereby submit the 2021-2025 Albany County Capital Program for legislative review and action. The plan provided is based on the recommendations made by the Capital Projects Committee at its June 18th, 2020 meeting.

The attached plan provides an estimate of Albany County's capital needs, their associated costs and funding mechanisms over the course of the next five (5) years. It is important to note that the Capital Program is a plan that does not commit the County to any particular project, schedule, cost or funding source. The projects found in the Capital Program will be continually revisited taking into consideration changes in project needs and priorities, cash flow, and budget constraints. Given the impact of property tax cap legislation on the County's budget processes and the County's cash situation, the flexibility to undertake capital projects, in general and defined as part of this plan, may be limited.

If there are any questions regarding this plan, please contact Shawn Thelen who will be available during the legislative committee schedule to address any questions.

Sincerely,



Daniel P. McCoy

cc. Dennis A. Feeney, Majority Leader
Frank Mauriello, Minority Leader
Brandon Russell, Majority Counsel
Arnis Zilgme, Minority Counsel
Shawn A. Thelen



Legislation Text

File #: TMP-1731, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Approval for the Albany County 2021 -2025 Capital Plan

Date: 6/29/2020
Submitted By: Sarah Cantwell
Department: Management and Budget
Title: Budget Analyst
Phone: 518-447-5698
Department Rep.
Attending Meeting: Click or tap here to enter text.

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

Change Order/Contract Amendment

Purchase (Equipment/Supplies)

Lease (Equipment/Supplies)

Requirements

Professional Services

Education/Training

Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

Settlement of a Claim

Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

Scope of Services: Click or tap here to enter text.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: Article 6 of Section 608 of the Albany County Charter

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

File #: TMP-1731, Version: 1

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) 2021 - 2025
Length of Contract: 5 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)

Article 6 of Section 608 of the Albany County Charter requires the submission of a 5-year capital plan from the Office of the County Executive to the Legislature. The plan provided is based on the recommendations made by the Capital Projects Committee at its June 18th, 2020 meeting. Please see attachments for a detailed breakdown of the proposed plan.

2021-2025 Capital Plan Summary

New Projects:	1							
Existing Projects:	34							
Amended Projects:	38							
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	160.303	10.264	28.562	34.698	26.946	4.795	2.255	267.823
Appropriations	-	2.000	0.100	0.050	-	-	-	2.150
State Reimbursement	(1.003)	(0.310)	(0.310)	(0.310)	(0.310)	-	-	(2.243)
Federal Reimbursement	(1.872)	-	(0.368)	-	(4.049)	-	-	(6.289)
Saratoga County, NY	-	(1.000)	(1.050)	(12.975)	(12.975)	-	-	(28.000)
Other	-	1.000	1.050	12.975	12.975	-	-	28.000
Fund Balance	-	-	-	-	-	-	-	-
Total County Cost	157.428	11.954	27.984	34.438	22.587	4.795	2.255	261.441

AFUND - Civic Center

Upper Level Seating Replacement								
The chairs in the upper level are 25 years old. The lower level seating was replaced in 2010. This plan was originally spread over two years utilizing Facility Fees. Combining the projects into the same year we would realize an approximate savings of \$100,000. Given lead time of the chairs, installation of chairs will begin spring of 2019, purchase of chairs will be in 2018.								
New Project:			Existing Projects:			Amended Projects:		
						1		
Amended for 2021-2025 - to extend timeline.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	2.623		0.752					3.375
Total County Cost	2.623	-	0.752	-	-	-	-	3.375
Management & Budget Recommendation:								

LED Expansion								
Install New LED Fascia to run all the way around the bowl. Move the back lit signs up. The fascia lights will increase the effects of the arena in the bowl and increased square footage could help increase revenues from these signs. Existing LED lights would relocate to the concourse for increased revenue. Back lit signs have been proven and long standing source of revenue and should be relocated and not replaced. Scoreboard modification would be replacing power supplies that are failing and cleaning.								
New Project:			Existing Projects:			Amended Projects:		
						1		
Amended for 2021-2025 - to extend timeline.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.375		1.500					2.875
Total County Cost	1.375	-	1.500	-	-	-	-	2.875
Management & Budget Recommendation:								

Main Arena Sound System								
The intent is to design and install a new sound system. The existing system has been maintained for over 20 years. It has been maintained and still operates, but the sound quality is failing. The components are outdated and difficult to replace. There are few assisted listening devices active. The purchase of over 200 units will be needed to keep up with ADA code.								
New Project:			Existing Projects:			Amended Projects:		
						1		
Amended for 2021-2025 - to extend timeline.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.100		0.850					0.950
Total County Cost	0.100	-	0.850	-	-	-	-	0.950
Management & Budget Recommendation:								

WiFi Network								
The wireless network system in the building has been pieced together over the years. The system does not have the capacity for the growing needs of the shows, media and patrons. The wired network has been upgraded. The awards of the NCAA Basketball Championship has put the need of this project to forefront to accommodate National Media needs.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.452	0.374						0.826
Total County Cost	0.452	0.374	-	-	-	-	-	0.826
Management & Budget Recommendation:								

AFUND - Civic Center

Arena Equipment Replacement

All equipment is at least 15 years old. Replace staging the is old and degrading. Spotlights are in need of frequent repair and replacement parts. Existing barricade lacks step to assist patrons from GA floor. The turnstiles are needed for accurate counts of patrons entering. Forklifts are up in age. The West End curtains will cover the lights in the suites for end stage shows that production often have concerns

New Project:	Existing Projects: 1	Amended Projects:						
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.597							0.597
Total County Cost	0.597	-	-	-	-	-	-	0.597

Management & Budget Recommendation:

Replacement of Chiller, BMS Control, Concourse heat/Fan Coil Replacement, Lighting Upgrade

Comfort Chiller is original to building construction and is past its useful life. The work for this project would also include replacement of motors, pumps, valves and suction diffusers. This work will offer significant energy reduction savings. This project is needed to run the building more efficiently and help accommodate the increased building load of the front atrium enclosure. Building sealing is needed to prevent loss of conditioned air. Concourse heat is needed rather than ambient from arena bowl. Additional BMS controls to automate more systems for energy conservation. Lighting upgrades are to replace high energy consumption bulbs.

New Project:	Existing Projects:	Amended Projects: 1						
Amended for 2021-2025 - to extend timeline.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.700		1.250	-	-	-	-	1.950
Total County Cost	0.700	-	1.250	-	-	-	-	1.950

Management & Budget Recommendation:

Arena Floor, Kitchen Floor, Quad Stairs Refinishing and Atrium door patching

The main arena floor has sustained several significant gouges. Rebar is showing in several areas. There have been several attempts to patch, but they continue to come out. The kitchen floor has had years of wear and tear. The existing floor covering is coming up in pieces and makes the kitchen look unsanitary. The Quad stairs going to the bathrooms stick out because it sits next to the refinished concourse and bathroom lobby floors.

New Project:	Existing Projects:	Amended Projects: 1						
Amended for 2021-2025 - to extend timeline.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.250		0.250					0.500
Total County Cost	0.250	-	0.250	-	-	-	-	0.500

Management & Budget Recommendation:

Loading Dock Renovation

Design and construction of loading dock platforms, doors and bays. Trucks have found it increasingly more difficult to back into the dock area. The dock plates are old and in constant need of adjustment. Weather proof doorways to keep the elements out.

New Project:	Existing Projects:	Amended Projects: 1						
Amended for 2021-2025 - to extend timeline.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			0.500					0.500
Total County Cost	-	-	0.500	-	-	-	-	0.500

Management & Budget Recommendation:

AFUND - Civic Center

Locker Room Renovations									
The locker rooms are starting to look dated. They have not been renovated since 2014. Some of the rooms still have finishes from former teams. The heating and cooling in each room is controlled as one area. The modifications would allow for individual room temperature control.									
New Project:			Existing Projects:			Amended Projects:			1
Amended for 2021-2025 - to extend timeline.									
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)	0.850		0.850	0.350				2.050	
Total County Cost	0.850	-	0.850	0.350	-	-	-	2.050	
Management & Budget Recommendation:									

Additional Show Power and Transformer Replacement									
Events are getting bigger and their expectations are higher. We have 2000 amps of show power. Shows often require more and they need to bring in a generator. This may make the building less desirable to put a show in than the next arena. There is available power in our switchgear, but work is needed to extend it and make it available. There are also several transformers that are over 20 years old and should be replaced before they fail.									
New Project:			Existing Projects:			Amended Projects:			1
Amended for 2021-2025 - to extend timeline.									
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)		-	0.306					0.306	
Total County Cost	-	-	0.306	-	-	-	-	0.306	
Management & Budget Recommendation:									

Low Roof Replacement									
The low roof is the last of the roofs that need replacement. There have been several leaks over renovated areas that need patching. The leaks seem to be coming from age, seals coming loose and general wear and tear.									
New Project:			Existing Projects:			Amended Projects:			1
Amended for 2021-2025 - to extend timeline.									
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)			0.308					0.308	
Total County Cost	-	-	0.308	-	-	-	-	0.308	
Management & Budget Recommendation:									

Civic Center Capital Plan Summary: All Projects								
New Projects:			0					
Existing Projects:			2					
Amended Projects:			9					
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	6.947	0.374	6.566	0.350	-	-	-	14.237
Total County Cost	6.947	0.374	6.566	0.350	-	-	-	14.237
Amended Total for 2021 due to updating funding in Low Roof Project.								

AFUND - General Services

Albany County Office Building Renovations									
This project provides for the renovation of the Harold L. Joyce Albany County Office Building. The project includes a new roof, HVAC and electrical systems, ADA compliance, elevator modernization and various interior and exterior upgrades. This project began in the Fall of 2002 and is estimated to be complete in 2018. The project has a useful life of 20 to 30 years.									
New Project:			Existing Projects:			Amended Projects:			1
Amended for 2021-2025 - to extend timeline.									
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)	19.734		0.750	0.500	0.500			21.484	
Total County Cost	19.734	-	0.750	0.500	0.500	-	-	21.484	
Management & Budget Recommendation:									

Facility Improvement Project									
As part of a continuing program to maintain existing facilities, this project consists of interior painting, carpeting, HVAC modifications, departmental relocation costs, design fees, construction fit-up costs (retrofit / office buildout), moving expenses and the installation of energy management systems at various facilities. Also included are expenses for Times Union Center garage and Spruce Street garage from 2016.									
New Project:			Existing Projects:			Amended Projects:			1
Project Amended in 2021-2025 plan - extend timeline and update scope of project.									
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)	7.412		1.500	1.500				10.412	
Total County Cost	7.412	-	1.500	1.500	-	-	-	10.412	
Management & Budget Recommendation:									

Vehicle and Truck Replacement Project									
This project would replace fleet pool vehicles in accordance with our Department Vehicle Replacement Plan. This plan would replace 11 +/- vehicles per year for the next 2 years and the vehicles being replace are 10 years old or older. This project was amended to change the completion date to 2019									
New Project:			Existing Projects:			Amended Projects:			1
Project amended in 2021-2025 to reduce cost.									
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)	1.864		0.250	0.250	0.250			2.614	
Total County Cost	1.864		0.250	0.250	0.250	-	-	2.614	
Management & Budget Recommendation:									

County-wide Facilities Evaluation									
Many of the County's facilities are aged and would benefit from a structural and engineering evaluation. The proposed evaluation will allow the County to make the best use of it's resources. This project will include evaluation and engineering fees starting in 2015, with any construction beginning in the out years.									
New Project:			Existing Projects:			Amended Projects:			1
Amended for 2021-2025 - to extend timeline.									
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)	1.000		0.350					1.350	
Total County Cost	1.000	-	0.350	-	-	-	-	1.350	
Management & Budget Recommendation:									

AFUND - General Services

Energy Systems Upgrade								
The purpose of this project is to upgrade the energy systems throughout the various County properties. Our energy systems have outlived their useful life (or are close to) and the <u>repair</u> costs are increasing. The completed changes will make our many structures more efficient and lower the overall operating costs. This project could also include solar systems, where feasible, along with other cost saving measures in the prop-erties and continue to be more economical going forward.								
New Project:			Existing Projects:			Amended Projects:		
						1		
Amended for 2021-2025 - to extend timeline and added an additional year.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.075		0.525	0.500	0.500			2.600
Total County Cost	1.075	-	0.525	0.500	0.500	-	-	2.600
Management & Budget Recommendation:								

Office Modernization & Relocation								
The project will address the long term renovation of various County owned properties, including but not limited to DMV, Probation, BOE, & Shaker Place, that require updating prior to the relocation of various departments. Improvements will include various upgrades such as mechanical, HVAC, chillers, electrical, roofs (when necessary), painting & carpeting, moving costs, and energy management systems. Initial expenses will be essentially centered in structural & engineering evaluations.								
New Project:			Existing Projects:			Amended Projects:		
						1		
Amended for 2021-2025 - to extend timeline.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			0.500	2.500				3.000
Total County Cost	-	-	0.500	2.500	-	-	-	3.000
Management & Budget Recommendation:								

Youth Facility Renovation & Upgrade								
The State of New York has stipulated that Albany County modify / renovate their youth facilities to be more conducive to both the age & sex of the child. Therefore, we must address revamping our facilities at DCYF as well as Family Court to comply. Initial cost estimates of this NYS reimbursable project are \$6.2 million. The scope of the makeover project shall include, but are not limited to, design fees, HVAC modification, renovation and fitup of viewing rooms & common areas, electrical, plumbing & bathroom facilities, painting & carpeting as well as furniture & fixtures. Reimbursement from NYS will be long term, most likely over a 20 year period.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	6.200							6.200
NYS Reimbursement		(0.310)	(0.310)	(0.310)	(0.310)			(1.240)
Total County Cost	6.200	(0.310)	(0.310)	(0.310)	(0.310)	-	-	4.960
Management & Budget Recommendation:								

AFUND - General Services

Building Renovations at 175 Green St. & 240,250 & 260 S Pearl St								
As part of our continuing program to maintain existing facilities, this project addresses the building renovations at our structures located at 175 Green St., 240, 250 & 260 S. Pearl St. Improvements will primarily focus on HVAC, mechanicals, generators & energy management systems, construction fit-up costs (retro fit /office build out), design fees, office moving & relocation fees, painting & carpeting, the parking lot (paving & striping), and fencing. We anticipate this project to be completed in three to four years.								
New Project:	Existing Projects:		Amended Projects: 1					
Amended for 2021-2025 - to extend timeline.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			0.500	0.250	0.100			0.850
Total County Cost	-	-	0.500	0.250	0.100	-	-	0.850
Management & Budget Recommendation:								

Parking Facility Repairs & Maintenance								
The purpose of this project is to address the ongoing needed parking facility repairs and preservation /upkeep to County owned garages & facilities. We are proposing this plan to address the overall concern over the needed maintenance. The project has a projected completion date of 2022.								
New Project:	Existing Projects:		Amended Projects: 1					
Amended for 2021-2025 - to extend timeline.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			1.500	0.500	0.500			2.500
Total County Cost	-	-	1.500	0.500	0.500	-	-	2.500
Management & Budget Recommendation:								

General Services Capital Plan Summary: All Projects								
New Projects:		0						
Existing Projects:		1						
Amended Projects:		8						
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	37.285	-	5.875	6.000	1.850	-	-	51.010
NYS Reimbursement	-	(0.310)	(0.310)	(0.310)	(0.310)	-	-	(1.240)
Total County Cost	37.285	(0.310)	5.565	5.690	1.540	-	-	49.770

AFUND - Sheriff's Department

Energy Upgrade via NYSERDA Flextech Services								
This project would implement recommendations made pursuant to a New York State Energy and Research Development Authority (NYSERDA) Energy Assessment of the Albany County Correctional Facility. The assessment identified areas of potential energy savings with short term payback periods and incentive payments from NYSERDA offsetting the total cost.								
New Project:		Existing Projects:			Amended Projects:			
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	3.600							3.600
Appropriations								
NYS Grant								
Total County Cost	3.600	-	-	-	-	-	-	3.600
Management & Budget Recommendation:								

Switchgear Replacement								
This project will remove and replace the Facility's aging switchgear (25+) that serves the entire facility. The project will bring reliability to our power system with up to date technology and updated equipment ensuring uninterrupted services.								
New Project:		Existing Projects:			Amended Projects:			
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)		2.700						2.700
Appropriations								-
NYS Grant								-
Total County Cost	-	2.700	-	-	-	-	-	2.700
Management & Budget Recommendation:								

Clarksville Public Safety Building Renovations & Upgrade								
Renovation and modification to upgrade the Public Safety Building in Clarksville, NY. This project includes modifications to the interior of the facility to maximize space and upgrade technology. This project also includes the erection of a large building to allow for the storage of numerous specialized vehicles and equipment.								
Project amended for 2021-2021- additional funding added.								
New Project:		Existing Projects:			Amended Projects:			
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	2.200	1.500	2.200					5.900
Appropriations								-
NYS Grant								-
Total County Cost	2.200	1.500	2.200	-	-	-	-	5.900
Management & Budget Recommendation:								

AFUND - Sheriff's Department

911 Communication's Center & Emergency Management Relocation and Upgrade									
Relocation, renovation and modification to existing space and structure, together with new construction, located at the Albany County Nursing Home, primarily the Shaker Wing located at 780 Albany Shaker Road in Albany. This project would include design, demolition, construction modifications, relocation and installation of existing communications equipment as well as the purchase of additional communications equipment which would maximize space and upgrade technology. This would afford the sheriff's office the ability to provide additional and enhanced services to the citizens of Albany County and allow for future growth and consolidation efforts.									
New Project:	Existing Projects:			Amended Projects:					1
Project amended for 2021-2025 - Removed funding from 2021.									
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)	8.000	1.000						9.000	
Appropriations		1.000						1.000	
Project Total								10.000	
NYS Grant		(1.000)						(1.000)	
Total County Cost	8.000	1.000	-	-	-	-	-	9.000	
Management & Budget Recommendation:									

Sheriff's Capital Plan Summary: All Projects								
New Projects:	0							
Existing:	2							
Amended Projects:	2							
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	10.200	5.200	2.200	-	-	-	-	17.600
Appropriations	-	1.000	-	-	-	-	-	1.000
NYS Grant	-	(1.000)	-	-	-	-	-	(1.000)
Total County Cost	10.200	5.200	2.200	-	-	-	-	17.600

DFUND - Public Works

CR 157, SR 155 Watervliet-Shaker Road (New Karner Road to Sand Creek Road) [Airport Area FGEIS]								
This project is Phase 3 of the Watervliet-Shaker Road Realignment Project. The section of Watervliet-Shaker Road (WSR) included in this project extends from New Karner Rd. to Sand Creek Rd. The project includes reconstruction and widening of approximately 0.75 miles of CR157 which could include the addition of a center or two additional lanes (depending on traffic study outcome), a new traffic signal at the intersection of New Karner Rd. and WSR, drainage improvements and new pavement. This last phase will complete the Albany-Shaker Rd/WSR Airport Improvement Project started in 2001.								
New Project:			Existing Projects: 1			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)		0.433		4.758				5.191
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	0.433	-	4.758	-	-	-	5.191
Management & Budget Recommendation:								

CR 9 (Bradt Hollow Road) Over Fox Creek Bridge Replacement Project								
Replacement of a 156 ft. long x 32ft. wide, 3 span pre stressed concrete box beam bridge over Fox Creek in the Town of Berne. The bridge was built in 1985, and its NYS DOT rating is currently at the minimum acceptable level. The NYS DOT rating is expected to decrease despite continued maintenance and repairs. The bridge is currently been reduced in lane width due to deteriorated fascia beams.								
New Project:			Existing Projects: 1			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	2.342							2.342
State Reimbursement								-
Federal Reimbursement	(1.872)							(1.872)
Total County Cost	0.470	-	-	-	-	-	-	0.470
Management & Budget Recommendation:								

HHRT Phase I Paving Project								
Pave approximately five miles of 10' wide trail using 2" binder course asphalt and 2" top course asphalt. Subbase to be provided and installed by Albany County forces. Also included is installation of three rail wooden fencing, pedestrian fencing and misc. signage. County forces to provide shoulder backup and turf establishment.								
New Project:			Existing Projects: 1			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.500							1.500
State Reimbursement	(1.003)							(1.003)
Federal Reimbursement								-
Total County Cost	0.497	-	-	-	-	-	-	0.497
Management & Budget Recommendation:								

Highway Pavement Recycling Projects								
Rehabilitation of several lane miles of County roadways by recycling pavement, re-establishing sub-base and repaving entire road. This pavement process is a very cost effective method of rehabilitating certain low traffic volume, rural County roadways.								
New Project:			Existing Projects:			Amended Projects: 1		
Project amended in 2021-2025 to add additional year and increase total cost.								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	3.200	0.950	0.950	0.950	0.950	0.950	0.950	8.900
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	3.200	0.950	0.950	0.950	0.950	0.950	0.950	8.900
Management & Budget Recommendation:								

DFUND - Public Works

New Karner Road (NY 155) From US 20 to NY 5: Corridor Improvements								
The project involves pavement rehabilitation, safety improvements, signal timing updates and addition of complete streets components along New Karner Road (NY 155) from US 20 to Watervliet Shaker Road.								
New Project:		Existing Projects: 1			Amended Projects:			
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			0.460		5.061			5.521
State Reimbursement								-
Federal Reimbursement			(0.368)		(4.049)			(4.417)
Total County Cost	-	-	0.092	-	1.012	-	-	1.104
Management & Budget Recommendation:								

Vehicle and Truck Replacement								
This project would replace heavy-duty trucks and equipment and light-duty pickup trucks and cars in accordance with our Department Vehicle and Equipment Replacement Plan.								
New Project:		Existing Projects:			Amended Projects: 1			
Project amended in 2021-2025 - to reflect up to date pricing of new equipment/vehicles								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	3.924	1.255	1.270	1.450	1.435	1.445	1.305	12.084
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	3.924	1.255	1.270	1.450	1.435	1.445	1.305	12.084
Management & Budget Recommendation:								

Traffic Sign Compliance Project								
This project will ensure that the County of Albany complies with Federal and State regulations contained in the national Manual on Uniform Traffic Control Devices and the New York State Supplement to the Manual on Uniform Traffic Control Devices, primarily regarding traffic sign retro reflectivity (night-time visibility). All regulatory, warning and guide signs other than street name signs must meet minimum requirements for retro reflectivity as they are replaced. There are close to 8,000 signs on County roadways, in various conditions.								
New Project:		Existing Projects:			Amended Projects: 1			
Project Amended in 2021-2025 Plan - reduce project cost.								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.475	0.315						0.790
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	0.475	0.315	-	-	-	-	-	0.790
Management & Budget Recommendation:								

DPW Facilities Assessment/Building/Salt Sheds/Fuel Monitoring System								
This project is an assessment to determine the feasibility or repair/replacement of DPW facilities, buildings, salt sheds, and the fuel monitoring system. (Will also explore shared services)								
New Project:		Existing Projects: 1			Amended Projects:			
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.000							1.000
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	1.000	-	-	-	-	-	-	1.000
Management & Budget Recommendation:								

DFUND - Public Works

CR 11 Highway Rehabilitation Project								
Rehabilitation of approximately 3/4 miles of CR11 between CR412 and NY85 in the Town of Berne. Work includes rehabilitation of roadway by recycling existing asphalt pavement and repaving with base binder and top course asphalt. Also includes modifications to intersection at NY85, replacement of deteriorated concrete box culvert and upgrades to poorly functioning drainage system. Spot full depth replacement will be required at various locations along roadway. Pavement striping will also be included.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project amended in 2021-2025 to reflect new completion date.								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.250							1.250
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	1.250	-	-	-	-	-	-	1.250
Management & Budget Recommendation:								

Large Culvert Replacement Project								
Replacement of four culverts, CR412 over Hannacrois Creek, Town of Westerlo, CR404 over Wolf Fly Creek, Town of Westerlo, CR 358 over Fox Creek, Town of Rensselaerville and CR106 over tributary to Hannacrois Creek, Town of Coeymans. All four culverts are in poor shape and in need of replacement. All locations will require minor approach work and new bridge rail.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Amended 2021-2025 Plan - to reflect new completion date.								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	2.415							2.415
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	2.415	-	-	-	-	-	-	2.415
Management & Budget Recommendation:								

CR55 (Creble Rd.) over Vlomankill Culvert Project								
CR55 (Creble Rd.) over Vlomankill Culvert Relining Project (BIN 3363610) - Slip line in place, 3 deteriorated corrugated metal pipes built in 1976 145' long x 35' wide. The culverts have deteriorated to the point that rehabilitation or replacement is necessary. The cost to rehabilitate will be 3-4 times less expensive than replacement.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Amended 2021-2025 Plan - to change project start date.								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			0.201	0.750				0.951
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	-	0.201	0.750	-	-	-	0.951
Management & Budget Recommendation:								

DFUND - Public Works

CR253 (Bozenkill Rd.) over CSX Tracks									
CR253 (Bozenkill Rd.) over Rail Road Tracks (BIN 3301240) Bridge Rehabilitation Project. Rehabilitation of a pre-stressed concrete box beam superstructure and deck. Bridge was built in 1981 and is 95' long x 25' wide. Located in the Town of Knox. The bridge has a NYS DOT condition rating of 3.882 and is currently below NYS DOT acceptable standards.									
New Project:			Existing Projects:			Amended Projects:			1
Amended 2021-2025 Plan - to reflect new completion date.									
Project Financing (in millions of dollars)									
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)	1.339							1.339	
State Reimbursement								-	
Federal Reimbursement								-	
Total County Cost	1.339	-	-	-	-	-	-	1.339	
Management & Budget Recommendation:									

CR 404 / CR402 over Eight Mile Creek (BIN3369600) Box Culvert Replacement Project									
These projects were previously listed separately in the capital plan. They were combined into one project in an effort to save on construction costs. Replacement of two deteriorated Culverts: CR404 between CR10 and Basic Lane and CR402 over 8 Mile Ck (BIN 3369300) in the Town of Westerlo. Minor approach work and new rail will be included in the project.									
New Project:			Existing Projects:			Amended Projects:			1
Amended 2021-2025 Plan -2 projects combined into one project in an effort to save on design and construction inspection									
Project Financing (in millions of dollars)									
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)			1.250					1.250	
State Reimbursement								-	
Federal Reimbursement								-	
Total County Cost	-	-	1.250	-	-	-	-	1.250	
Management & Budget Recommendation:									

CR 412 Culvert Replacement Project									
This project was previously programmed as two separate projects in the capital plan. They were combined in an effort to save on construction costs. Two Culvert replacement projects on CR412 in the Town of Westerlo were combined into one project. Site 1 is located Just South of the Berne/Westerlo Line and Site 2 is located 0.25miles North of Slade Hill Rd. The existing corrugated metal pipes and reinforced concrete pipe culverts will be replaced with precast concrete box culverts.									
New Project:			Existing Projects:			Amended Projects:			1
Project Financing (in millions of dollars)									
Amended 2021-2025 Plan -3 projects to combine culvert projects on CR412									
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)		0.200	1.200					1.400	
State Reimbursement								-	
Federal Reimbursement								-	
Total County Cost	-	0.200	1.200	-	-	-	-	1.400	
Management & Budget Recommendation:									

DFUND - Public Works

Gifford Hollow Rd. over Tributary to the Switzkill								
Gifford Hollow Rd. over Tributary to the Switzkill Bridge Rehabilitation Project (BIN 3300960). Replacement of a 27' x 18' concrete box culvert located in the Town of Berne. The box culvert was built in 1932 and its NYS DOT rating is approaching the minimum acceptable level. The project also includes minor approach paving on each side of the structure along with new bridge rail. The bridge is beyond its useful life.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)		0.157	0.535					0.692
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	0.157	0.535	-	-	-	-	0.692
Management & Budget Recommendation:								

Knox Cave Rd. Rehabilitation Project								
Amended to include addition of intersection work at Barber's corners and updated construction cost. Revised completion date. Knox Cave Road Rehabilitation Project - CR254-NY157A includes replacing/rehabbing one large culvert. Mill out top and binder course asphalt approximately 4" depth. Recycle in-place base 3" course, sub-base 2"-3" and inject liquid asphalt, grade and compact. Place 2 1/2" binder course and 1 1/2" top course.								
New Project:			Existing Projects:			Amended Projects:		
						1		
Project amended in 2021-2025 plan to include additional work and update cost.								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.492		1.900					2.392
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	0.492	-	1.900	-	-	-	-	2.392
Management & Budget Recommendation:								

Krumkill Rd. Truss over Normanskill Bridge								
Krumkill Rd. Truss over Normanskill Bridge Rehabilitation Project - BIN 3301270 Rehabilitation of a 137' x 29' steel truss structure. The bridge was built in 1939 and has undergone a few repairs over the past years. The bridge will be stripped and repainted along with minor repairs to the truss as part of this project. The bridge is located in the Town of New Scotland.								
New Project:			Existing Projects:			Amended Projects:		
						1		
Project amended in 2021-2025 plan to update cost. Amended again to push out start date.								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)				1.200				1.200
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	-	-	1.200	-	-	-	1.200
Management & Budget Recommendation:								

Lawson Lake Facility Improvements								
This project includes planning, studies, survey, mapping permitting design and construction required to update the infrastructure at Lawson Lake County Park. The project is a follow up to the Lawson Lake County Park Feasibility Study dated September 2016. Provide potable running water and sanitary waste removal systems to park users. No change in funding.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.160	0.700						0.860
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	0.160	0.700	-	-	-	-	-	0.860
Management & Budget Recommendation:								

DFUND - Public Works

Old Ravena Rd. over Coeymans Creek/CR 405 over Basic Creek

These projects were previously separate in the capital plan. They were combined in an effort to save on construction costs. Old Ravena Road over Coeymans Creek (BIN 3301030) and CR 405 over Basic Creek (BIN 3301590) Bridge Rehabilitation Project. Repair/replace existing deteriorated pre-stressed concrete beam structures with galvanized rolled steel beams.

New Project:	Existing Projects:	Amended Projects:
	1	

Amended 2021-2025 Plan - to combine two bridge replacement projects. Revised project begin and end date.

Amended again to push out start date.

Project Financing (in millions of dollars)

Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)				1.300				1.300
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	-	-	1.300	-	-	-	1.300

Management & Budget Recommendation:

Various Bridge Deck Replacement Projects

Various Bridge Deck Replacement/Rehabilitation Projects of four (4) Bridges. CR202(BIN 3301168), CR405 (BIN 3301590), CR357 (BIN3301460), CR353 (BIN 3301470) Work includes replacement of deteriorating concrete superstructures, armor joints and bridge rail.

New Project:	Existing Projects:	Amended Projects:
	1	

Project Financing (in millions of dollars)

Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	2.224							2.224
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	2.224	-	-	-	-	-	-	2.224

Management & Budget Recommendation:

CR311 and CR 303 (Beaver Dam Road) Rehabilitation Project

This project will rehabilitate 1.7 miles along CR311 from CR303 to NY157 and 2.0 miles along CR303 from CR303 to NY157A in the Towns of New Scotland and Berne. Full Depth Reclamation of 3.7 miles of existing asphalt followed by placing 3" base, 2 1/2" binder and 1 1/2" of top course asphalt over recycled roadway.

New Project:	Existing Projects:	Amended Projects:
	1	

Project Amended in 221-2025 plan to reflect updated costs and end date change.

Project Financing (in millions of dollars)

Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.750		0.850					2.600
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	1.750	-	0.850	-	-	-	-	2.600

Management & Budget Recommendation:

357 over Ten Mile Creek Superstructure Replacement

Superstructure replacement of CR357 over Ten Mile Creek (BIN 3301460). The existing 42' x 33' pre-stressed concrete box beam superstructure with a concrete deck was constructed in 1987. The superstructure is in need of replacement.

New Project:	Existing Projects:	Amended Projects:
	1	

Project Financing (in millions of dollars)

Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			0.150	0.700				0.850
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	-	0.150	0.700	-	-	-	0.850

Management & Budget Recommendation:

DFUND - Public Works

CR403 over Wolf Fly Creek and CR 405 over Basic Creek Superstructure Repl.									
This superstructure replacement project was previously paired in the capital plan with the CR405 superstructure replacement project. The project includes replacing the 33' long x 32 Wide pre-stressed concrete I-beam superstructure on CR403 over Wolf Fly Creek (BIN 3301570).									
New Project:			Existing Projects:			Amended Projects:			1
Amended 2021-2025 Plan - to separate from other project and adjust cost.									
Project Financing (in millions of dollars)									
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)			0.150	0.900				1.050	
State Reimbursement								-	
Federal Reimbursement								-	
Total County Cost	-	-	0.150	0.900	-	-	-	1.050	
Management & Budget Recommendation:									

HHRT Bridge over State RTE 85									
Replacement of the existing HHRT Bridge (BIN 7032650) over New Scotland Road (State RTE 85) with a pedestrian structure. The existing girder and floorbeam structure was built approximately in 1912. It is located in the Town of Bethlehem. The bridge is not currently posted as it is used for pedestrian traffic only, however advanced section loss in the many of the steel columns combined with severe impact distortion to two columns makes this bridge a candidate for replacement. The bridge also has substandard vertical clearance of 12'-2". 14' is the required minimum.									
New Project:			Existing Projects:			Amended Projects:			1
Project Amended 2021-2025 Plan to update construction cost and completion date.									
Project Financing (in millions of dollars)									
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)		0.150	2.300					2.450	
State Reimbursement								-	
Federal Reimbursement								-	
Total County Cost	-	0.150	2.300	-	-	-	-	2.450	
Management & Budget Recommendation:									

DPW Facilities Improvement Project									
Replacement of mechanical equipment, garage doors, entry doors, carwash updates, plumbing updates, roofing, windows, internet services, and flooring in various DPW subdivisions.									
New Project:			Existing Projects:			Amended Projects:			1
Project Financing (in millions of dollars)									
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)	0.350							0.350	
State Reimbursement								-	
Federal Reimbursement								-	
Total County Cost	0.350	-	-	-	-	-	-	0.350	
Management & Budget Recommendation:									

CR 108 over Tributary to Feuri Spruyt Culvert Replacement Project									
This project replaces two parallel 55 foot long, 4 foot diameter corrugated metal culvert pipes with a single pre-cast concrete box culvert. The project is located in the Town of Coeymans. Minor approach work and new railing are included in the project.									
New Project:			Existing Projects:			Amended Projects:			1
Project amended in 2021-2025 plan to update project and cost.									
Project Financing (in millions of dollars)									
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)					0.100	0.350		0.450	
State Reimbursement								-	
Federal Reimbursement								-	
Total County Cost	-	-	-	-	0.100	0.350	-	0.450	
Management & Budget Recommendation:									

DFUND - Public Works

CR 201 over Black Creek Bridge Replacement								
This project will replace the 28 foot long concrete superstructure bridge over Black Creek in Guilderland. Minor approach work and new railing will be included in the project.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project amended in 2021-2025 plan to move start date out.								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)					0.175	0.900		1.075
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	-	-	-	0.175	0.900	-	1.075
Management & Budget Recommendation:								

Culvert Replacement on CR256 over Tributary to Black Creek								
This project proposes to remove the existing 30 foot long, 5.33 x 7.67 foot wide corrugated metal pipe connected to a 20 foot long 5.25 x 8 foot concrete box culvert and replace it with a pre-cast concrete box culvert. The project is in the Town of Knox. It includes minor approach paving and railing.								
Project Amended in 2021-2025 plan to adjust project cost.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			0.150	0.450				0.600
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	-	0.150	0.450	-	-	-	0.600
Management & Budget Recommendation:								

CR352 over Fox Creek Bridge Replacement Project								
This project will replace the existing 40' long A588 steel bridge over Fox Creek in the Town of Rensselaerville. Minor approach work and new railing will be included in the project.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)		0.180	1.000					1.180
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	0.180	1.000	-	-	-	-	1.180
Management & Budget Recommendation:								

CR405 over 8 Mile Creek Culvert Replacement								
This project replaces the existing triple, 60 foot long, 4 foot diameter corrugated metal pipe culverts with a single pre-cast concrete box culvert. The project is in the Town of Westerlo. Minor approach work and new railing will be included.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			0.155	0.715				0.870
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	-	0.155	0.715	-	-	-	0.870
Management & Budget Recommendation:								

DFUND - Public Works

DPW Fuel Remediation Project								
Project involves the remediation of a fuel leak at the Voorheesville DPW facility.								
New Project:	1	Existing Project:						
Amended Project:								
Project Financing (in millions of dollars)								
Year	Pre-2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			0.350					0.350
State Reimbursement								-
Federal Reimbursement								-
Total County Cost	-	-	0.350	-	-	-	-	0.350
Management & Budget Recommendation:								

Public Works Capital Plan Summary: All Projects								
New Projects:	1							
Existing Projects:	13							
Amended Projects:	17							
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	22.421	4.340	12.871	13.173	7.721	3.645	2.255	66.426
State Reimbursement	(1.003)	-	-	-	-	-	-	(1.003)
Federal Reimbursement	(1.872)	-	(0.368)	-	(4.049)	-	-	(6.289)
Total County Cost	19.546	4.340	12.503	13.173	3.672	3.645	2.255	59.134

GFUND - Water Purification District

Anaerobic Digestion of Bio-solids / Regional Biosolids Facility								
To design, construct and operate a regional anaerobic digester to energy facility at the North Plant to replace existing ultimate disposal method of sewage sludge at both North and South plants. The facility will also be a regional source separated organic (SSO) facility with shared construction, operation and maintenance costs with the Saratoga County Sewer District. This project will replace aging equipment, generate electricity and provide a regional disposal location for SSO's to remove organic waste from landfills. This project would be a major "green" initiative and beneficially use renewable energy resources. This could also be a public / private partnership facility. This project in 2018 is amended to consider consolidation of solids handling operations of both the North, South plants and Saratoga WWTP biosolids and locating it at the North plant providing the greatest economic benefit for the rate payers.								
New Project:			Existing Projects: 1			Amended Projects:		
Project amended for 2020-2024 - updating funding sources and total cost of project.								
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)			1.050	12.975	12.975			27.000
Appropriations		1.000						1.000
Saratoga County, NY		(1.000)	(1.050)	(12.975)	(12.975)			(28.000)
State Reimbursement								-
Federal Reimbursement								-
Other		1.000	1.050	12.975	12.975			28.000
Fund Balance								-
Total County Cost	-	1.000	1.050	12.975	12.975	-	-	28.000

South Plant Preliminary Treatment Building Repair Project								
The South plant was constructed in the early 1970's with much of the facility built on pilings. The Preliminary Treatment building, though built on bedrock, has shifted horizontally causing two major cracks in two walls supporting the concrete roof panels each weighing over 2,000 lbs. The District will perform an engineering evaluation to determine what step need to be taken to repair the building.								
Amended for 2020-2024 - changed funding sources.								
New Project:			Existing Projects: 1			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)				0.600				0.600
Appropriations				0.050				0.050
Private Investment								
NYSERDA/ARRA/GIGP								-
State Reimbursement								-
Federal Reimbursement								-
Other	-	-	-	-	-	-	-	-
Total County Cost	-	-	-	0.650	-	-	-	0.650
Management & Budget Recommendation:								

GFUND - Water Purification District

Clarifier Upgrade Project									
Project to include the study, design, and construction of improvements to the existing primary and secondary clarifiers at both the North and South treatment plants. The clarifiers are required for the removal of solids and are a critical process for meeting permit compliance. The majority of the clarifiers mechanical systems are original to both facilities and at the end of their useful life.									
Project Amended for 2021-2025 plan to push out start date.									
New Project:			Existing Projects:			Amended Projects:			1
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)				0.300	2.400	1.150		3.850	
Appropriations			0.050					0.050	
Private Investment								-	
NYSERDA/ARRA/GIGP								-	
State Reimbursement								-	
Federal Reimbursement								-	
Other	-	-	-	-	-	-	-	-	
Total County Cost	-	-	0.050	0.300	2.400	1.150	-	3.900	
Management & Budget Recommendation:									

High Voltage Upgrade									
Project to include the study, design, and construction of improvement to the high voltage electrical service equipment at both the North and South treatment plants. Electric service is critical to the operations of both facilities and the high voltage equipment is original to both facilities and at the end of its useful life.									
Project Amended for 2021-2025 plan to push out start date.									
New Project:			Existing Projects:			Amended Projects:			1
Project Financing (in millions of dollars)									
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total	
County Debt (Bonds & BANS)				1.300	2.000			3.300	
Appropriations			0.050					0.050	
Private Investment								-	
NYSERDA/ARRA/GIGP								-	
State Reimbursement								-	
Federal Reimbursement								-	
Other	-	-	-	-	-	-	-	-	
Total County Cost	-	-	0.050	1.300	2.000	-	-	3.350	
Management & Budget Recommendation:									

Water Purification District Capital Plan Summary: All Projects								
New Projects:		0						
Existing Projects:		2						
Amended Projects:		2						
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	-	-	1.050	15.175	17.375	1.150	-	34.750
Appropriations	-	1.000	0.100	0.050	-	-	-	1.150
State Reimbursement	-	-	-	-	-	-	-	-
Federal Reimbursement	-	-	-	-	-	-	-	-
Saratoga County, NY	-	(1.000)	(1.050)	(12.975)	(12.975)	-	-	(28.000)
Other	-	1.000	1.050	12.975	12.975	-	-	28.000
Fund Balance	-	-	-	-	-	-	-	-
Total County Cost	-	1.000	1.150	15.225	17.375	1.150	-	35.900

NHFUND - Nursing Home

Albany County Nursing Common Areas Renovations								
The modernization of common areas. This would include remodeling the main bathrooms and showers to a functional level. Modernizing outer restrooms to a more appealing look and increased functionality. Replacing tables, chairs and wall coverings in common areas and to a more up to date style. Also, the remodeling of an area to an ADL (Activities of Daily Living) apartment for increased therapy billings.								
New Project:			Existing Projects: 1			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.385							0.385
Total County Cost	0.385	-	-	-	-	-	-	0.385
Management & Budget Recommendation:								

Albany County Nursing Room Furnishings								
The replacement of the current beds, bureaus, bedside stands, over-bed tables and high-back chairs in the resident's personal rooms. This replacement would be to modernize the current room furnishings as many are past the end of their useful life, in disrepair or damaged, mismatched and/or outdated.								
New Project:			Existing Projects: 1			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.571							0.571
Total County Cost	0.571	-	-	-	-	-	-	0.571
Management & Budget Recommendation:								

Albany County Nursing Unit Living Areas Replacement								
The modernization of resident rooms and living areas. This would include new drapes, cubicles, HVAC units, a facelift for personal bathrooms and updating the flooring on the units. Two units would be started and completed in 2015 with the four other units being completed in 2016.								
New Project:			Existing Projects: 1			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.500							1.500
Total County Cost	1.500	-	-	-	-	-	-	1.500
Management & Budget Recommendation:								

Fire System and Kronos Workforce Management Upgrades								
A Fire Alarm system, in working order, is required for the nursing home. The current system has many components that have reached the end of their useful lives. A modification to our existing system to a more modern one is necessary. This upgrade coincides with current capital projects that are involved in the renovation plan at the Nursing Home. This will also upgrade the system to current NFPA Standards of compliance.								
New Project:			Existing Projects: 1			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.269							0.269
Total County Cost	0.269	-	-	-	-	-	-	0.269
Management & Budget Recommendation:								

NHFUND - Nursing Home

Basement and Kitchen Renovation								
Renovation and re-equipping of approximately 19,500 square feet of Nursing Home basement space consisting of: kitchen, dishwasher room, food storage room, boiler room, central supply, maintenance shops, compressor rooms, delivery area receiving area, dietary offices, housekeeping offices and supply and linen area.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.626							0.626
Total County Cost	0.626	-	-	-	-	-	-	0.626
Management & Budget Recommendation:								

Albany County Nursing Home Elevator Modernization								
The Nursing Home elevators are original to the facility and date back to the early 1970's when the building was first constructed. The mechanical system has reached the end of its useful life and are in need of major improvements to comply with current Department of Health regulations. Due to the age of the mechanical systems, frequent downtime of the elevators occur. The modernization will include updating the cars and the mechanical system to a compliant and reliable elevator system.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.300							1.300
Total County Cost	1.300	-	-	-	-	-	-	1.300
Management & Budget Recommendation:								

Exterior Renovations								
To: a) Re-pave (asphalt) all of the parking areas and roadways of the Nursing Home and provide updated and proper lighting for those areas, b) Replace and upgrade the outdoor signage and c) Replace the entrance walkway and canopy.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.365							0.365
Total County Cost	0.365	-	-	-	-	-	-	0.365
Management & Budget Recommendation:								

Main Floor Renovations								
Renovation of the main floor, unit hallways and resident's outdoor area of the Nursing Home. This approximately 19,000 square feet of space contains the following functional services/areas: Physical Therapy, Occupational Therapy, Medical Records, Finance/Business, Social Work, Administration, Clinical, In-service (training), Maintenance Director, Nurse Manager, Staff Conference Room, Human Resources, Barber and Beauty Shops, Mail Room, Recreation Director and Recreation rooms, Infection control, Lobby and 12 Bathrooms. This includes providing solar-like inserts into the two hallways from the main floor to the North and South Wings and a Metal Sun-Protection Awning and Seating for the Resident's Outdoor Area.								
New Project:			Existing Projects:			Amended Projects:		
			1					
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.184							1.184
Total County Cost	1.184	-	-	-	-	-	-	1.184
Management & Budget Recommendation:								

NHFUND - Nursing Home

Renovation and Reconfiguration of North Wing (D, E & F)								
Currently our resident wings D, E and F are 40 bed units and we are utilizing wing E only for residents and D and F for storage. Since all the units connect to one common area one of the three units would have no revenue value. Therefore, we are proposing to use all units for residents and through renovation increase our private rooms. The compliment would be 30 residents per unit, 8 double bedded rooms and 14 private.								
New Project:			Existing Projects:			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	1.100							1.100
Total County Cost	1.100	-	-	-	-	-	-	1.100
Management & Budget Recommendation:								

Renovation of Shaker Place								
Shaker Place is a 20 bed Skilled Nursing Facility wing, this unit was closed about a year ago. We are proposing that this unit be renovated as the others so all are in the same condition and can be used as needed. This unit could be used for a ventilator CON or a heavy care rehabilitation unit.								
New Project:			Existing Projects:			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	0.550							0.550
Total County Cost	0.550	-	-	-	-	-	-	0.550
Management & Budget Recommendation:								

Renovation and re-purposing of South Wing (A, B & C)								
In order for Units A, B, and C to have a positive economic value (revenue generating) for the Nursing Home, renovations of these units is required. These units are outdated and non-conforming. This renovation will bring the resident rooms to code requirements, allow for additional private rooms, permit the admission of higher acuity residents and create an environment that meets NYSDOH requirements.								
New Project:			Existing Projects:			Amended Projects:		
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	2.600							2.600
Total County Cost	2.600	-	-	-	-	-	-	2.600
Management & Budget Recommendation:								

NHFUND - Nursing Home

Albany County Nursing Home Energy Upgrades

An Investment Grade Audit has been conducted by consultants retained by Albany County for the Albany County Nursing Home. This audit yielded considerable recommendations to improve the energy efficiency and the overall attractiveness of the facility. The plan includes lighting improvements, water conservation measures, improvement to the envelope of the building (windows, doors, insulation, etc.) a variety of HVAC measures and an overhaul of the kitchen. These improvements will be paid for in part by the NYSDOH Medicaid capital reimbursement methodology, lower energy costs and the possibility of NYS Energy Savings Programs. The total project cost is approximately \$11 million and is part of the 2015 and 2016 Capital Plan, commencing in 2016. Reso 18-310 An Investment Grade Audit was conducted in 2016 to determine the Energy Efficiencies. The plan included lighting improvements, water conservation measures, improvement to the envelope of the building, a variety of HVAC upgrades and an overhaul of the kitchen. Since that audit a architectural consultant and an energy efficiency expert was retained to validate the findings and issue a revised program. It was determine that upgrades or replacement of windows, boilers, HVAC, lighting, kitchen equipment, refrigerators, generators, insulation, doors, outdoor surfaces, alternative energy, circulating pipes and water conservation systems and or the purchase of new equipment were required. These energy efficiencies were incorporated into our NYSDOH CON and approved as part of the renovation and new construction project.

New Project:	Existing Projects: 1	Amended Projects:
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Project Financing (in millions of dollars)

Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	15.000							15.000
Total County Cost	15.000	-	-	-	-	-	-	15.000

Management & Budget Recommendation:

Albany County Nursing Home New Construction Project

The purpose of this project is to add an addition to the existing nursing home with approximately 125 new conforming beds, ancillary areas, resident dining and activity rooms, handicapped bathrooms and country style kitchens. This addition will be located on the same site as the existing nursing home. This project will require NYSDOH approval, architectural and engineering with drawings, land studies, surveys, subcontracting, construction management and will permit the current capital plan to be implemented that has been approved and funded by Albany County and the Legislature, however, this initiative will require additional funding. This construction project will require modifications to the existing high rise some mandated and others to accommodate alternate uses, since this part of the facility after the new construction will not be used by the nursing residents. This construction /renovation including the cost of architect, construction manager, sub-contractors, HVAC, moveable equipment and non-moveable equipment under the NYSDOH capital expenditure regulations is considered reimbursable through our Medicaid Rate. A Certificate of Need application will be filed with the NYSDOH. Reso 18-310 The purpose of this project is to add an addition to the existing nursing home with approximately 125 new conforming beds, ancillary areas, resident dining and activity rooms, handicapped bathrooms and country style kitchens. By creating this new facility that will be attached to the current nursing home we will meet the NYSDOH and ADA requirements. It has been determined that remediation of the Albany County Nursing Home is required. To perform this remediation which is outside of the original new construction and renovation project it will be necessary to remove in the existing nursing home all the of walls, partitions, showers, sinks and toilets. Through discussion with the New York State Department of Health they agreed since all resident rooms will be gutted that this new construction should be made handicap accessible and we agreed. This redesign will include the reconfiguration to accommodate a new medical record department with appropriate protected storage and a ADA staff bathing and locker facilities.

New Project:	Existing Projects: 1	Amended Projects:
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Project Financing (in millions of dollars)

Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	58.000							58.000
Total County Cost	58.000	-	-	-	-	-	-	58.000

Management & Budget Recommendation:

NHFUND - Nursing Home

Albany County Nursing Home Vehicle Replacement								
Albany County Nursing Home is in need of replacing our current vehicle fleet. The vehicles have been in service for over 15 years without replacement and are at end of life. It is our plan to replace the entire fleet over the next 2 years.								
New Project:		Existing Projects:			Amended Projects:			
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)		0.350						0.350
Total County Cost	-	0.350	-	-	-	-	-	0.350
Management & Budget Recommendation:								

Albany County Nursing Home Capital Plan Summary: All Projects								
New Projects:		0						
Existing Projects:		14						
Amended Projects:		0						
Project Financing (in millions of dollars)								
Year	Pre 2020	2020	2021	2022	2023	2024	2025	Total
County Debt (Bonds & BANS)	83.450	0.350	-	-	-	-	-	83.800
Total County Cost	83.450	0.350	-	-	-	-	-	83.800

RESOLUTION NO. 268

PUBLIC HEARING ON THE PROPOSED ALBANY COUNTY CAPITAL PROGRAM FOR 2021 – 2025

Introduced: 8/10/20
By Audit and Finance Committee:

WHEREAS, Pursuant to Section 609 of the Albany County Charter, the Albany County Legislature shall publish a summary of the Capital Program for Albany County and the time and place for a public hearing on the same, now, therefore be it

RESOLVED, That the summary of the proposed Albany County Capital Program for 2021-2025 is available for public inspection on the County website and at the offices of the County Clerk, Albany County Courthouse, Albany, New York and the Clerk of the Legislature, 112 State Street, Room 710, Albany, New York, during normal business hours, and, be it further

RESOLVED, By the Albany County Legislature that a public hearing on the proposed Albany County Capital Program for 2021–2025 will be held by the County Legislature remotely, with participation instruction available on the Albany County website, on the 25th day of August, 2020, and the Clerk of the County Legislature is hereby directed to cause notice to be published containing the necessary information in accordance with the applicable provisions of law.



Albany County
Board of Elections

COMMISSIONERS OF ELECTION

RACHEL L. BLEDI
REPUBLICAN

MATTHEW J. CLYNE
DEMOCRATIC

260 SOUTH PEARL STREET
ALBANY, NEW YORK 12202
OFFICE HOURS: 8:30 AM to 4:30 PM
TELEPHONE: (518) 487-5060
FAX: (518) 487-5077
WWW.ALBANYCOUNTY.COM/VOTE

DEPUTY COMMISSIONERS

HEIDI R. CONNORS (D)

MELISSA KERMANI (R)

MEMO

TO: Hon. Andrew C. Joyce, Chairman
Albany County Legislature

FROM: Albany County Board of Elections

RE: SBOE Reimbursement Grant for COVID-19 Related Expenditures

DATED: July 2, 2020

This memo is submitted in connection with a request for legislative action (RLA) for approval to submit a grant application and enter into an agreement with the New York State Board of Elections for reimbursement funding pursuant to the NYS HAVA CARES Act Grant Program. The grant would be for an amount not to exceed \$398,349.62 and would cover qualified expenditures made between March 28, 2020 and November 16, 2020 to protect the health and safety of poll workers, voters and staff members and to cover unexpected expenses resulting from the COVID-19 pandemic, such as postage, print production costs, voting equipment, overtime salary and benefit costs for election staff, and personal protective equipment.

The federal Coronavirus Aid, Relief and Economic Security Act (CARES Act) provides \$400 million in Help America Vote Act (HAVA) funds to the states, to enable them to respond to and mitigate the effects of COVID-19 on the 2020 federal elections. These funds require a 20% matching state contribution and will be distributed through a voucher reimbursement process. In New York, the reimbursement process will be administered by the by the State Board of Elections.

Pursuant thereto, New York has been allotted the sum of \$20,567,088, and has supplemented the same with a 20% matching state contribution of \$4,113,417, for a total reimbursement pool of \$24,680,505. The sum thus obtained will be distributed to the county boards of election using an allocation formula based upon the number of registered voters per county. Albany County's share has been calculated at \$398,349.62, meaning that the County is eligible for a total amount of \$398,349.62, payable by way of reimbursement, in accordance with a budget/workplan to be submitted by the Albany County Board of Elections to the New York State Board of Elections (SBOE) for its review and approval. It should be noted that the grant program is in place only for the 2020 federal election cycle, and that any unused portion of the allocated funds will be returned to the federal government.

To be eligible for reimbursement, expenditures must be necessary, reasonable and allocable to the grant, i.e., the procurement of products, services and supplies must be directly related to the impacts of the COVID-19 pandemic.

Each claim for payment must describe how the county board of elections (CBOE) has expended funds to procure or implement the additional materials/services to safely administer a federal election. The CBOE must certify that funds have been expended according to the budget and workplan, and must submit to the SBOE copies of all contracts, payment vouchers, receipts and other financial documentation sufficient to substantiate the claim.

The CBOE must provide to the SBOE a final report of expenses by November 10, 2020, and must submit all claims for payment by November 16, 2020.

Additionally, the CBOE must certify that the expenditure of county money was the most reasonable, economical, responsible, safe and fair way to administer an election, and that the county governing body has been informed in writing by the CBOE of the terms and conditions of the grant agreement pertaining to the reimbursement of such funds.

We are annexing hereto the grant application/contract to be executed on behalf of the County should the Legislature approve this RLA.

Template

APPROPRIATIONS						
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME	
A9 1450 44046	Fees for Services	398,349		637,734	Board of Elections	
TOTAL APPROPRIATIONS		398,349.00	0.00			
ESTIMATED REVENUES						
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	
A3 1450 03035	HAVA CARES Act		398,349	398,349	Board of Elections	
TOTAL ESTIMATED REVENUES		0.00	398,349.00			
GRAND TOTALS		398,349.00	398,349.00			

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207</p>	<p>BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER: BOE01 - C004170 - 1110000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: Albany County</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: N/A</p>	<p>PROJECT NAME: NYS HAVA CARES Act Grant Program</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: N/A CFDA NUMBER (Federally Funded Grants Only): N/A</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 112 State Street Albany, NY 12201</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: N/A</p> <p>Exemption Status/Code: N/A <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:

Albany County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY: NYS Board of Elections

By: _____

By: _____

Printed Name

Title: _____

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

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

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

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS .

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

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

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

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

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

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

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

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

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

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

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

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

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

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

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

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

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

- a) to require updates or clarifications to the Questionnaire upon written request;
- b) to inquire about information included in or required information omitted from the Questionnaire;
- c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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⁹ Not applicable to not-for-profit entities.

Attachment A-1

County Boards of Elections reimbursement program for eligible expenses related to the impact of the COVID-19 pandemic in relation to the federal HAVA CARES Act

The federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act), enacted March 28, 2020, includes \$400 million in new Help America Vote Act (HAVA) funds, made available to states to prevent, prepare for, and respond to the coronavirus for the 2020 Federal election cycle. This supplemental appropriation funding will provide states with additional resources to protect the 2020 elections from the effects of the novel coronavirus. States are subject to providing an additional 20% match.

New York State has been allocated \$20,463,651 from the federal government and New York State's 20% match of \$4,092,730. New York State would have a total of \$24,556,381 for use by county boards of elections to implement measures necessary for responsible, safe, and fair elections during the COVID-19 pandemic. The State Board of Elections establishes the following program to reimburse county boards of elections for eligible expenses relative to implementing measures necessary for responsible, safe and fair elections during the COVID-19 pandemic.

The NYS HAVA CARES Act Grant Program is hereby established to put into place a contract/reimbursement process to guide county boards of elections and State Government partners through a voucher reimbursement process. State and local election officials are concerned about the COVID-19 pandemic and its impact on upcoming primaries and the November General Election. This grant program is established to reimburse county boards of elections for allowable and reasonable expenditures to protect against and respond to a pandemic, including those necessary to protect the health and safety of poll workers, voters and staff, secure physical locations, and address unexpected expenses due to COVID-19 pandemic during a federal election.

To be allowable under this grant, costs must be necessary, reasonable and allocable to the grant. Expenditures related to the protection of the health and safety of poll workers, staff, and voters during the federal elections as well as those resulting from unanticipated increased demand for vote costs (e.g. printing ballots, envelopes, postage, processing, receiving, storage, etc.), equipment, temporary staff, and similar costs due to COVID-19 would satisfy these elements.

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

This grant fund distribution program does not provide for the direct release of Federal funds to counties.

County boards of elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were necessary, reasonable, and allocable. Expenditures related to the protection of the health and safety of poll workers, staff, and voters during federal elections as well as those resulting from unanticipated increased demand for vote by mail costs, equipment, temporary staff, and similar costs due to COVID-19 would satisfy these requirements. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the Election Assistance Commission (EAC) and NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

To receive reimbursement, county boards of elections must complete and submit a claim for payment to the State Board of Elections. Forms to be completed are included in the claim for payment section of Attachment A-1.

Attachment A-1

General Information	
Purpose of Program	Reimburse County Boards of Elections for dollars spent on the direct impact(s) COVID-19 had on administering elections safely.
Submission of Reimbursement Request	Upon a county's payment of invoices related to items and services allowable under the NYS HAVA CARES Act Grant Program.
Duration of NYS HAVA CARES Act Grant Program	The NYS HAVA CARES Act Grant Program expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than December 31, 2020. Eligible expenses must take place between March 28, 2020 and November 16, 2020. All Claims for Payment must be submitted to State Board of Elections no later than November 16, 2020.

Such funds may be used to reimburse county boards of elections for eligible expenditures made in securing products, services, and supplies directly related to the impact(s) of the COVID-19 pandemic.

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the county board of elections has expended funds to meet or implement the additional materials/needs to safely administer an election. Each claim for payment must be accompanied by all exhibits that are specified herein.

Attachment A-1

3. County Boards should submit a claim for payment for the total sum of money expended directly due to the COVID-19 pandemic, as available to the respective county board, pursuant to the attached funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.
4. The request for the reimbursement of funds must be directly associated with safely administering an election due to the effect(s) the COVID-19 pandemic has had.
5. The county board of elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county board of elections' expenditures under the provisions of the NYS HAVA CARES Act Grant Program.
7. The requirements of the NYS HAVA CARES Act Grant Program are subject to modification by the Election Assistance Commission (EAC) and the State Board of Elections as they may deem necessary and appropriate.
8. The County governing body must be informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the receipt and use of these funds. A copy of such written notice shall be attached to the claim for payment.
9. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
10. The County and must complete and submit to NYSBOE a federal standard contract, see Attachment F.
11. The County must provide a full reporting of the use of the funds to the State Board of Elections by November 10, 2020.
12. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final NYS HAVA CARES Act Grant Program reimbursement payment from the State Board or the final audit of its

Attachment A-1

financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.

13. The County agrees to comply with all applicable State, and local procurement laws, regulations and directives. The County will complete the required federal standard certification. The County agrees to comply with all bidding regulations and directives, where required to do so.
14. Funds reimbursed under this program may not be used for expenses unrelated to the approved program.

Allowable expenses include:

- Printing of additional ballots and envelopes for potentially higher levels of absentee processes
- Registration list activities to improve the accuracy and currency of registrant addresses
- Upgrades of statewide or local databases to allow for online absentee ballot requests or changes of address
- Additional mailing and postage costs, including ballot tracking software
- Acquisition of additional voting equipment, including high speed or central count tabulators and hardware and software associated with signature comparison of returned absentee ballots
- Installation and security for absentee or mail drop-boxes
- Temporary elections office staffing
- Cleaning supplies and protective masks and equipment for staff and poll workers in early voting, vote center, or election day polling places
- Overtime salary and benefit costs for election staff and poll workers
- Training of poll workers on sanitization procedures for in-person voting
- Public communication of changes in registration, ballot request options, or voting procedures, including information on coronavirus precautions being implemented during the voting process
- Mailings to inform the public on changes or determination of procedures of coronavirus precautions, option in voting, and other voting information

Attachment A-1

- Pre- and post-election deep cleaning of polling places
- Leasing of new polling places when existing sites must be closed
- Additional laptops and mobile IT equipment
- Additional automated letter opening equipment
- Any allowable expense provided for by the federal Election Assistance Commission as provided for in their guidance: (<https://www.eac.gov/election-officials/guidance-use-hava-funds-expenses-related-covid-19>)

IMPERMISSIBLE EXPENSES include, but are not limited to:

- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising
- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Expenditures that were currently planned to be paid with local election jurisdiction funds, such as the regularly anticipated demand for the election year
- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

The State Board of Elections will not process requests for reimbursement of payments to any supplier of goods and/or services without having all of the following in its possession:

- Narrative Summary: If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.
 - The purpose of the expenditure of county funds
 - The mythology/means to address the COVID-19 pandemic

Attachment A-1

- The actual cost to address the COVID-19 pandemic
 - A properly authorized purchase document.
 - Documentation verifying the goods/services were satisfactorily received and/or performed.
 - Original receipts/Proofs of payment.
 - Copy of executed Attachment B1 & C.
 - An accurate and correct supplier invoice.

An 'accurate' invoice is defined as including the following:

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

In order to have costs reimbursed, county Boards of Elections must certify the following:

- Expenditure of funds was the most reasonable, economical, responsible, safe and fair way to hold an election.
- The County governing body has been informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Budget:

All applicants must follow the criteria below when preparing their budgets and complete the standard budget format (Attachment B1 & C).

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

- All requested reimbursements must be deemed reasonable, allowable, and allocable.
- Appropriate receipts and proof of payment should be attached to the Claim for Payment.

Claim for payment Form:

Submit the completed and signed claim for payment to:

New York State Board of Elections
NYS HAVA CARES Act Grant Program
ATTN: Cortney Padlo and Ryan Richmond
40 N Pearl Street, 5th Floor
Albany, NY 12207-2729
Email: grants@elections.ny.gov

Review and Payment Process:

1. After receipt of the county board of elections' Claim for Payment, the State Board of Elections shall review the request to determine whether the funds expended by the county Board of Elections are eligible for reimbursement under this program.
2. The State Board of Elections will make every reasonable effort to review, determine approval or disapproval and so notify the county Board of Elections within two weeks of the receipt of the Claim for Payment. As the total amount of money available to each county for reimbursement of expenses is limited, the full reimbursement of the county's expenditures may not be covered by this program.
3. In the event that a Claim for Payment or a part thereof is rejected, the State Board of Elections shall provide details of what is being reimbursed, including a percentage representing the amount of reimbursement.
4. Payments will be issued by voucher on a reimbursement basis.

Administrative Requirements:

Appropriate records relating to the initial purchase and any subsequent reimbursement shall be required to be kept by the County Board of Elections for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

Assistance:

For NYS HAVA CARES Act Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit
Cortney Padlo or Ryan Richmond
40 N Pearl Street, 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: grants@elections.ny.gov

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

We have read and understand the NYSBOE Attachment A-1 for receiving the NYS HAVA CARES Act Grant Program reimbursement funds, and the associated terms, conditions and assurances for receipt of such funds, and certify that the County of _____ is, or will be, as applicable, in compliance with these terms and conditions as specified.

Signature of Commissioner

Signature of Commissioner

Date: ____/____/2020

Election Commissioner Contact Information	
Name:	Name:
Full Address:	Full Address:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
County Finance Official's Contact Information	
Name:	
Full Address:	
Email:	
Phone:	
Fax:	

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

Comments:

--

Attachment B-1 (Budget) & C (Workplan)

COUNTY _____ DATE _____

NYS HAVA CARES Act Grant Program Workplan / Budget

If funding is being requested for more than one project, item or service, the narrative section should include information for each project, item or issue being addressed and the outcome achieved. After developing the narrative section as outlined, the Claim for Payment should include a summary.

<p>Narrative: Include (1) description of the expenditures necessary, with specific costs detailed, to implement the 2020 elections safely and fairly while taking necessary precautions and protections during the COVID-19 pandemic and the various accompanying services and/or accessories for which the County Board of Elections seeks reimbursement, (2) how the funding requested accomplishes the implementation of safe and fair elections in 2020 during the COVID-19 pandemic; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditures in implementing fair and safe elections in 2020 during the COVID-19 pandemic</p>
<p>Description of Expenditures:</p>
<p>How request implements election protections and precautions during COVID-19:</p>
<p>Are the costs listed allowable, allocable and reasonable?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Evaluation of Expenditures:</p>
<p>Applicants Comments:</p>

Continues to page 2

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
Total Amount to be Vouchered:			
The _____ County Board of Elections intends to expend the following remaining balance be used in accordance with the NYS HAVA CARES Act Grant Program requirements as outlined in Attachment A-1 of the contract:			
Workplan/Budget Total:			
<i>To be completed by the New York State Board of Elections</i>			
NYS HAVA CARES Act Grant Funds Available:			
Contract Amount* <i>Lesser of the Workplan/Budget or NYS HAVA CARES Act Grant Funds Available</i>			

COMMISSIONER SIGNS HERE



COMMISSIONER SIGNS HERE



Printed Name

Date

Printed Name

Date

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (0 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency 11/16/2020

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

- Narrative/Qualitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract
- Statistical/Quantitative Report
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- Expenditure Report
The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- Final Report
The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 11/10/20.
- Consolidated Fiscal Report (CFR)¹
The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

¹The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until 30 days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is 11/10/20. The agency shall complete its audit and notify vendor of the results no later than 12/1/20.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

NYS HAVA CARES Act Grant Program

Attachment E - Funding Chart

line	Region	Counties	Voters	Percent of State Voter	
				Population	Grant Distribution
1	Outside NYC	Albany	209,364	1.61%	\$ 398,349.62
2	Outside NYC	Allegany	26,390	0.20%	\$ 50,211.34
3	Outside NYC	Broome	133,081	1.03%	\$ 253,208.60
4	Outside NYC	Cattaraugus	47,811	0.37%	\$ 90,968.33
5	Outside NYC	Cayuga	48,644	0.38%	\$ 92,553.25
6	Outside NYC	Chautauqua	82,070	0.63%	\$ 156,151.74
7	Outside NYC	Chemung	53,963	0.42%	\$ 102,673.53
8	Outside NYC	Chenango	30,212	0.23%	\$ 57,483.32
9	Outside NYC	Clinton	49,728	0.38%	\$ 94,615.74
10	Outside NYC	Columbia	47,367	0.37%	\$ 90,123.55
11	Outside NYC	Cortland	30,820	0.24%	\$ 58,640.14
12	Outside NYC	Delaware	30,031	0.23%	\$ 57,138.94
13	Outside NYC	Dutchess	198,413	1.53%	\$ 377,513.53
14	Outside NYC	Erie	635,384	4.90%	\$ 1,208,923.08
15	Outside NYC	Essex	26,227	0.20%	\$ 49,901.20
16	Outside NYC	Franklin	27,873	0.21%	\$ 53,032.99
17	Outside NYC	Fulton	34,021	0.26%	\$ 64,730.58
18	Outside NYC	Genesee	39,030	0.30%	\$ 74,261.03
19	Outside NYC	Greene	34,019	0.26%	\$ 64,726.77
20	Outside NYC	Hamilton	4,623	0.04%	\$ 8,796.41
21	Outside NYC	Herkimer	41,202	0.32%	\$ 78,393.62
22	Outside NYC	Jefferson	64,891	0.50%	\$ 123,465.85
23	Outside NYC	Lewis	18,439	0.14%	\$ 35,083.25
24	Outside NYC	Livingston	41,866	0.32%	\$ 79,656.98
25	Outside NYC	Madison	43,905	0.34%	\$ 83,536.52
26	Outside NYC	Monroe	499,691	3.85%	\$ 950,744.72
27	Outside NYC	Montgomery	29,415	0.23%	\$ 55,966.90
28	Outside NYC	Nassau	1,049,283	8.09%	\$ 1,996,434.34
29	Outside NYC	Niagara	144,322	1.11%	\$ 274,596.46
30	Outside NYC	Oneida	137,326	1.06%	\$ 261,285.41
31	Outside NYC	Onondaga	313,314	2.42%	\$ 596,131.67
32	Outside NYC	Ontario	76,846	0.59%	\$ 146,212.22
33	Outside NYC	Orange	241,857	1.86%	\$ 460,172.92
34	Outside NYC	Orleans	24,188	0.19%	\$ 46,021.67
35	Outside NYC	Oswego	79,682	0.61%	\$ 151,608.18
36	Outside NYC	Otsego	36,348	0.28%	\$ 69,158.08
37	Outside NYC	Putnam	69,203	0.53%	\$ 131,670.15
38	Outside NYC	Rensselaer	110,007	0.85%	\$ 209,306.50
39	Outside NYC	Rockland	209,673	1.62%	\$ 398,937.54
40	Outside NYC	St.Lawrence	66,434	0.51%	\$ 126,401.67
41	Outside NYC	Saratoga	168,773	1.30%	\$ 321,118.53
42	Outside NYC	Schenectady	104,200	0.80%	\$ 198,257.72
43	Outside NYC	Schoharie	20,284	0.16%	\$ 38,593.66
44	Outside NYC	Schuyler	12,771	0.10%	\$ 24,298.94
45	Outside NYC	Seneca	21,319	0.16%	\$ 40,562.92
46	Outside NYC	Steuben	61,376	0.47%	\$ 116,777.98
47	Outside NYC	Suffolk	1,072,676	8.27%	\$ 2,040,943.39
48	Outside NYC	Sullivan	53,063	0.41%	\$ 100,961.13
49	Outside NYC	Tioga	33,962	0.26%	\$ 64,618.32
50	Outside NYC	Tompkins	62,706	0.48%	\$ 119,308.53
51	Outside NYC	Ulster	130,831	1.01%	\$ 248,927.60
52	Outside NYC	Warren	45,485	0.35%	\$ 86,542.73
53	Outside NYC	Washington	36,891	0.28%	\$ 70,191.23
54	Outside NYC	Wayne	57,748	0.45%	\$ 109,875.12
55	Outside NYC	Westchester	643,268	4.96%	\$ 1,223,923.69
56	Outside NYC	Wyoming	24,997	0.19%	\$ 47,560.92
57	Outside NYC	Yates	14,180	0.11%	\$ 26,979.79
58	Total Outside NYC	Total Outside NYC	7,651,493	58.99%	\$ 14,558,230.53
59	NYC	Bronx	839,176	6.47%	\$ 1,596,671.05
60	NYC	Kings	1,650,432	12.72%	\$ 3,140,219.68
61	NYC	New York	1,209,469	9.32%	\$ 2,301,214.68
62	NYC	Queens	1,297,536	10.00%	\$ 2,468,776.71
63	NYC	Richmond	323,437	2.49%	\$ 615,392.35
64	Total NYC	Total NYC	5,320,050	41.01%	\$ 10,122,274.47
65	Statewide Total	Statewide Total	12,971,543		\$ 24,680,505.00

Attachment F: Federal Standard Certification
US Election Assistance Commission Standard Certification

To: US Election Assistance Commission

Standard Certifications

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Certification Regarding Trafficking in Persons

The undersigned certifies to his or her understanding that this grant is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) as follows:

- I. Provisions applicable to a recipient that is a private entity.
 - A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.

- B. We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - 1. Violates a prohibition in paragraph A of this award term; or
 - 2. Has an employee who violates a prohibition in paragraph A of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".

- II. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
 - A. Is determined to have violated an applicable prohibition of paragraph I.A of this award term; or
 - B. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph I.A of this award term through conduct that is —
 - 1. Associated with performance under this award; or
 - 2. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB 12 Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.

- III. Provisions applicable to any recipient.
 - A. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph I A of this award term.
 - B. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - C. You must include the requirements of paragraph I A of this award term in any subaward you make to a private entity.

- IV. Definitions. For purposes of this award term:
 - A. "Employee" means either:
 - 1. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

C. "Private entity":

1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
2. Includes:
 - a. A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b. A for-profit organization. d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102

Commissioner or Executive Director

Title

Commissioner or Executive Director

Title

County Board of Election Name

Signature

Date

RESOLUTION NO. 269

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS REGARDING THE NYS HAVA CARES ACT GRANT AND AMENDING THE 2020 BOARD OF ELECTIONS BUDGET

Introduced: 8/10/20
By Audit and Finance Committee:

WHEREAS, The Commissioners of the Albany County Board of Elections have requested authorization to enter into an agreement with the New York State Board of Elections to accept Coronavirus Aid, Relief, and Economic Security (CARES) Act funding in an amount up to \$398,349 for the term commencing March 28, 2020 and ending November 16, 2020, and

WHEREAS, The Commissioners have also requested a budget amendment in order to incorporate the CARES Act funding into the 2020 Board of Elections Budget, and

WHEREAS, The Commissioners have indicated that the funding will be used to reimburse expenses in connection with the 2020 primary and general election cycle, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Board of Elections to accept CARES Act funding in an amount up to \$398,349 for the term commencing March 28, 2020 and ending November 16, 2020, and, be it further

RESOLVED, That the 2020 Board of Elections Budget is hereby amended as follows:

Increase Revenue Account A3305 HAVA CARES Act by \$398,349

Increase Appropriation Account A1450.4 by \$398,349 by increasing line item A1450 4 4046 Fees for Services by \$398,349

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

Larry I. Slatky
Executive Director

June 18, 2020

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into a contract with Mother Cabrini Health Foundation/Foundation of Long Term Care, Inc. to receive a \$9,000.00 grant to underwrite the expenses associated with COVID-19.

This submission is being submitted late since the timeline of the Foundation for this grant was retroactive to April 2020 with the funds required to be spent by June 30, 2020. I have attached the Sub-Guarantee Agreement for review and approval.

We thank you for your consideration to enter into this contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry I. Slatky", is written over a printed name and title.

Larry I. Slatky
Executive Director

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





Legislation Text

File #: TMP-1713, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Mother Cabrini Health Foundation Grant

Date: June 18, 2020
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

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

432

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) April 15, 2020

Contract Terms/Conditions:

Party (Name/address):

Mother Cabrini Foundation/Foundation of Long Term Care
13 British American Boulevard
Latham, New York 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$9,000.00

Scope of Services: The grant mandates that it be used to support hazard pay for staff and or COVID-19 related expenses. It has been decided that the grant will be distributed to front line and ancillary staff, (no managers) through debit cards that will assist those staff members with their personal expenses.

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: NH6020 02770
Revenue Amount: \$9,000.00

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) April 1, 2020 through August 31, 2020
Length of Contract: 5 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: N/A
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Shaker Place Rehabilitation and Nursing Center submitted a request to LeadingAge New York Mother Cabrini Health Foundation for grant money to support the expenses of COVID-19 and were notified June 17, 2020 that our grant application was approved. This revenue will support the expenses associated with COVID-19 at mandated by the grant contract. (see attachment)



Foundation for Long Term Care

A NON-PROFIT EDUCATION AND RESEARCH FOUNDATION

13 British American Blvd., Latham, NY 12110 / Phone: 518-867-8383

an affiliate of

LeadingAge
New York

June 11, 2020

Shaker Place Rehabilitation and Nursing Center
100 Heritage Lane
Albany, NY 12211

Dear Larry I. Slatky :

I am pleased to inform you that your facility has been awarded a Coronavirus Emergency Support grant from the Mother Cabrini Health Foundation (MCHF), through the Foundation for Long Term Care, based on your facility's sizeable census of Medicaid or SSI beneficiaries and the impact of COVID on its operations and residents.

The grant must be used to support the following categories of COVID-related expenses:

- Hazard pay for frontline workers;
- Personal protective equipment;
- Telehealth technology;
- Social connection technology;
- Training and education for staff related to COVID;
- Work-related supports for staff, such as transportation, child care, and wellness programs; or
- Unreimbursed staff testing expenses.

Funds must be used to support costs incurred between April 15 and June 30. If you would like to use the grant funds to support a different type of COVID-related expense, or if you need an extension of time to spend the funds, please provide Karen Lipson with a description of your request, and we will seek authorization from MCHF. Karen's contact information is klipson@leadingageny.org or 518-461-8985.

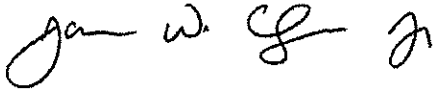
Grant funds cannot duplicate or supplant other sources of funding, but may be used to augment services otherwise funded by the government. If an awardee receives duplicative funding, it must notify us and re-direct the funds to another purpose approved by the Foundation for Long Term Care and MCHF. We understand that some facilities (particularly nursing homes) may be receiving at least partial reimbursement for COVID-related expenses from government sources. Awardees are advised to track these expenses and avoid duplication or supplantation.

Awardees are required to provide the Foundation for Long Term Care with a brief report on their expenditures, including the uses of funds, and the number of people served, and accomplishments and challenges pertaining to the use of the grant. Awardees must also retain documentation of their expenditures. This report will be due on July 10, 2020.

I have attached a sub-grantee agreement for your signature. In addition to executing the agreement, we are also requiring you to upload a copy of your organization's IRS Form W-9. Please sign the agreement and submit it

along with your W-9 by June 22. Please don't hesitate to contact Karen Lipson, if you have any questions or concerns.

Sincerely yours,

A handwritten signature in black ink, appearing to read "James W. Clyne, Jr." with a stylized flourish at the end.

James W. Clyne, Jr.
President/CEO

Attachments

SUBGRANTEE AGREEMENT

This **SUBGRANTEE AGREEMENT** (the "Agreement") is entered into by and between the **FOUNDATION FOR LONG TERM CARE, INC.** ("FLTC"), a New York not for profit corporation, and Shaker Place Rehabilitation and Nursing Center (the "Subgrantee"), effective as of April 15, 2020 (the "Effective Date").

WHEREAS, the FLTC is the recipient of a Coronavirus Emergency Support Grant (the "Grant") with Mother Cabrini Health Foundation, Inc. ("MCHF"), effective April 15, 2020 through June 30, 2020, which Grant included funding to provide Subgrants to nursing homes and adult care facilities to address COVID-19-related costs; and

WHEREAS, Subgrantee has been identified by FLTC as eligible for a subgrant under the Grant, for use by Subgrantee for Grant Purposes (defined below) within its facility, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and undertakings made hereunder, the parties agree as follows:

1. AWARD AND DISBURSEMENT OF SUBGRANT FUNDS. FLTC has awarded subgrantee a subgrant under the Grant in the amount of \$ 9,000.00 (the "Subgrant"). FLTC shall disburse the Subgrant to Subgrantee within ten business days of execution of this Agreement. Subgrantee acknowledges and agrees that FLTC's award of the Subgrant, and its obligation to disburse the Subgrant to Subgrantee, is contingent on the availability of grant funds to FLTC pursuant to the Grant.

2. USE OF SUBGRANT FUNDS.

(a) Subgrantee agrees that the Subgrant shall be used exclusively for the following purposes related to responding to COVID-19 in its facility ("Grant Purposes"): hazard pay to frontline workers, personal protective equipment, telehealth technology, social connection technology, unreimbursed expenses associated with testing staff for COVID-19, training and education for staff, and support for staff such as transportation, childcare and wellness programs.

(b) Subgrantee agrees that if it wishes to use any portion of the Subgrant for a purpose other than Grant Purposes, it must obtain prior written approval from FLTC and MCHF, which approval may be denied or granted in FLTC's and MCHF's sole discretion

(c) Subgrantee represents and warrants that it will not use the Subgrant to supplant or duplicate existing funding from the federal, state or local government, or any other funding source. Subgrantee will promptly notify FLTC if it receives reimbursement or duplicative funding from another source for expenditures previously paid for using the Subgrant, and agrees to redirect such Subgrant funds or portion of Subgrant funds for which it has received reimbursement or duplicative funding from another source, to other Grant Purposes or to another charitable purpose pre-approved in writing by the FLTC and MCHF.

(d) Use of any portion of the Subgrant for any purpose other than as permitted by this

Section 2 is prohibited. This Agreement will terminate immediately in the event that any portion of the Subgrant is used for any purpose other than as permitted under this Section 2, and Subgrantee shall be required to immediately reimburse FLTC for any portion of the Subgrant not used in accordance with this Section 2. FLTC shall be entitled to an award of attorneys fees and costs incurred in recouping any portion of the Subgrant used in any manner prohibited by this Section 2

3. SUBGRANTEE BOUND BY TERMS AND CONDITIONS OF GRANT.

Subgrantee agrees to comply with all provisions of the Grant, a copy of which is annexed hereto as Exhibit A and incorporated herein by reference, as they relate to Subgrantee's activities under this Agreement and use of the Subgrant. Subgrantee understands and acknowledges that it is bound to comply with the terms and conditions of the Grant to the same extent that FLTC is bound to MCHF under the Grant. Compliance with the terms of the Grant is an express condition of Subgrantee's entitlement to disbursement and retention of the Subgrant. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Grant, the terms and conditions of the Grant shall control.

4. RECORD KEEPING AND REPORTING.

(a) Subgrantee shall maintain records of its expenditures, and supporting documentation, for a period of six years following expiration or termination of this Agreement.

(b) Subgrantee shall make all books and records and supporting documents related to the Subgrant and the use of the funds disbursed under this Agreement to FLTC and MCHF upon reasonable request by FLTC or MCHF.

(c) Subgrantee shall provide FLTC with a detailed report of the expenditures of the Subgrant on or before July 15, 2020. Subgrantee shall provide supporting documentation of such expenditures upon the request of FLTC, within ten days of such request.

(d) Subgrantee agrees to cooperate with FLTC in the event of an audit by MCHF, and to provide any information, documents and records reasonably requested by FLTC.

5. SUBGRANTEE CERTIFICATION. Subgrantee certifies that its financial position and/or operations have been substantially impacted by the COVID-19 pandemic. Subgrantee acknowledges and agrees that FLTC has relied on the foregoing certification in awarding the Subgrant and entering into this Agreement.

6. TERM; TERMINATION.

(a) **Term.** This Agreement shall commence as of the Effective Date and shall continue until July 31, 2020 (the "Term") unless either party shall terminate this Agreement as set forth below, or unless extended in writing by the parties. Any portion of the Subgrant not expended on Grant Purposes as of the expiration of the Term, or earlier termination date, if this Agreement is terminated pursuant to this Section 6, shall be returned to FLTC within 10 days of such expiration or termination.

(b) **Termination by Party.** Either Party may terminate this Agreement, with or without cause, by providing the other party thirty (30) days' prior written notice of its election

to terminate this Agreement.

(c) **Automatic Termination.** This Agreement shall automatically terminate in the event that the Grant to FLTC is terminated, rescinded or otherwise cancelled. If funds disbursed under the Grant or this Agreement are recovered from FLTC by MCHF, FLTC shall be entitled to recoup such recovered funds from Subgrantee.

7. **MANAGEMENT.** Subgrantee has identified Larry I. Slatky, at the following email address Larry.slatky@shakerplace.org as the responsible person for this Subgrant (the "Responsible Party"). The Responsible Party shall be responsible for managing the Subgrant funds and the use of such funds for Grant Purposes, completing all reporting requirements under this Agreement, and serving as the principal contact person with FLTC. Subgrantee may change the Responsible Party upon prior written notice to FLTC.

8. CONFIDENTIALITY AND PUBLIC STATEMENTS.

(a) FLTC and Subgrantee acknowledge and agree that they may receive or have access to information of a confidential nature ("Confidential Information") from each other. The Parties agree to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. The Parties will not use such Confidential Information for any purpose other than to facilitate the Grant and implement the terms and conditions of this Agreement and will not disclose any Confidential Information to any third party without the consent of the other party.

(b) Subgrantee will not issue any public statement, whether oral or written (including statements on its website), relating to the Grant or this Subgrant, or use FLTC or MCHF trademarks or logos in any promotional materials, or in any website, press release, or public communication, without obtaining FLTC and MCHF's prior written consent.

9. **REPRESENTATIONS AND WARRANTIES OF SUBGRANTEE.** Subgrantee represents and warrants as follows:

(a) Subgrantee is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and is duly licensed as a nursing home or adult care facility under New York State Law;

(b) The execution, delivery and performance of this Agreement are within Subgrantee's corporate powers, has been duly authorized by all necessary corporate action, and does not contravene or conflict with (i) Subgrantee's charter or by-laws, or (ii) any law, rule, regulation or contractual restriction binding on or affecting Subgrantee;

(c) The person executing this Agreement on Subgrantee's behalf is duly authorized to bind such Party to this Agreement and the signature of such person appearing below the signature line represents such person's authentic signature;

(d) This Agreement is its legal, valid and binding obligation, enforceable against Subgrantee in accordance with its terms;

(e) No authorization or approval or other action by, and no notice to or filing with, any governmental or regulatory body is required for the due execution, delivery and performance of Subgrantee's obligations under this Agreement;

(f) There is no known pending or threatened action or proceeding against Subgrantee before any court, governmental agency or arbitrator, which may materially adversely affect its financial condition or operations or which purports to affect the legality, validity or enforceability of this Agreement;

(g) Subgrantee represents that it will ensure compliance with any applicable legal obligations to pay employee compensation, fringe benefits, disability benefits, workers compensation, and /or withholding and other applicable taxes when due.

10. NOTIFICATION OF CHANGE IN SUBGRANTEE STATUS. Subgrantee shall notify FLTC promptly, in writing, of: (i) any changes in Subgrantee's organizational status or good standing in the jurisdiction in which it is organized; (ii) any changes in Subgrantee's licensure with the Department of Health; (iii) any pending or threatened action or proceeding against Subgrantee before any court, governmental agency or arbitrator, which may materially adversely affect its financial condition or operations or which purports to affect the legality, validity or enforceability of this Agreement; or (iv) any pending or threatened petition for bankruptcy, whether voluntary or involuntary, or any other pending or threatened action or proceeding seeking the dissolution, reorganization, arrangement, recapitalization, readjustment, liquidation, dissolution or similar relief of Subgrantee under any Federal bankruptcy law or other laws.

11. INDEMNIFICATION. Subgrantee agrees to indemnify, defend, and hold harmless the MCHF, FLTC and their directors, officers, members, employees, agents, representatives, volunteers, invitees, and assigns (collectively, "Grantor Parties"), with respect to all claims and causes of action (including without limitation, all expenses and settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising directly or indirectly from or in connection with the Subgrant, including but not limited to, breach by Subgrantee of any of its obligations and responsibilities under the Subgrant, or any other actions or omissions by Subgrantee with respect to this Agreement or the Subgrant which cause FLTC or MCHF damage, including without limitation any resulting recoupment of Grant funds by MCHF.

12. RELATIONSHIP OF THE PARTIES. Each of the Parties are and shall at all times function as independent contractors under this Agreement. Neither FLTC nor Subgrantee shall by virtue of this Agreement be deemed an employee, joint venturer, principal, agent or partner of the other Party, and neither is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party. The employees, agents, representatives, providers, methods, facilities and equipment of a Party shall at all times be under the direction and control of that Party.

13. GOVERNING LAW; SUBMISSION TO JURISDICTION. This Agreement shall be governed by the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction other than the State of New York. Each of the parties hereto hereby (i)

submits to the jurisdiction of the State and Federal courts in Albany County, New York; and (ii) waives any defense of inconvenient forum.

14. SUCCESSORS AND ASSIGNS. This Agreement and the rights and obligations of the Parties hereto shall bind and inure to the benefit of any permitted successors or assigns, provided, however, that neither this Agreement nor any rights or benefits hereunder may be assigned by Subgrantee without the prior written consent of FLTC, which consent may be withheld in FLTC's sole discretion.

15. SURVIVAL. The covenants set forth in Sections 4, 8 and 11 of this Agreement shall survive the termination of this Agreement.

1. ENTIRE AGREEMENT; SEVERABILITY

(a) This Agreement constitutes the entire agreement between the parties with respect to the matters described herein. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

(b) This Agreement may be modified, extended or waived only by a writing, signed by an authorized representative of each Party.

(c) In the event any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, and each other provision will to the full extent consistent with law continue in full force and effect. If any provision of this Agreement is held invalid in part, such invalidity will in no way affect the rest of such provision, and the rest of such provision, together with all other provisions of this Agreement, will, to the full extent consistent with law, continue in full force and effect.

2. NOTICES. Any notices, consents or other communications required to be sent or given hereunder by either Party shall in every case be in writing and shall be deemed effective if and when delivered by hand or delivered by Federal Express or other express overnight delivery service, or registered or certified mail, return receipt requested, to the other Party at the addresses as set forth below or at such other addresses as may be furnished in writing:

If to Subgrantee:

Name: Larry I. Slatky

Company Name: Shaker Place Rehabilitation and Nursing Center

Street Address: 100 Heritage Lane

City/State/Zip: Albany, New York 12211

If to the FLTC:

Denise Mitchell Alper

Foundation for Long Term Care, Inc.

13 British American Boulevard, Suite 2

Latham, New York 12110

3. **FORCE MAJUERE.** Neither Party shall be considered in default of the performance of its obligations hereunder while performance of such obligations is prevented or delayed by any event or circumstance which is beyond the affected Party's reasonable control. Such events or circumstances include, but are not limited to: acts of god, war, fire, terrorism, revolution, insurrection, military or usurped power, or civil war, riot, strike or lockout (other than those involving a party's employees or subcontractors) (collectively, a "Force Majeure Event").

4. **MISCELLANEOUS.**

(a) This Agreement is deemed to have been prepared jointly by the Parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against either Party, on the grounds that such Party was primarily responsible for drafting the Agreement, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

(b) This Agreement may be executed in any number of counterparts, including counterparts by facsimile or e-mail, all of which shall constitute one and the same instrument, and each Party hereto may execute this Agreement by signing one or more counterpart.


(c) Section headings used in this Agreement are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers, effective as of the Effective Date.

SUBGRANTEE: Shaker Place Rehabilitation and Nursing Center

DocuSigned by:
Larry I. Slatky
By: _____
Name: Larry, Slatky
Title: Executive Director

Please click on the attachment icon to upload your W-9 form.



FOUNDATION FOR LONG TERM CARE, INC.

By: _____
Name: Denise Mitchell Alper
Title: Executive Vice President

Karen Lipson

Foundation for Long Term Care

Exhibit A

Mother Cabrini Health Foundation, Inc. (the "Foundation") has approved a Coronavirus Emergency Support Grant (the "Grant") to Grantee in the amount set forth above to enable Grantee to provide critical services to New Yorkers during the COVID-19 crisis. The Grant may be used solely for the grant purpose described in Section 1 below and in the Grantee's Grant application, with such changes and addenda as requested or required by the Foundation (the "Proposal").

Grant Award Terms

1. Use of Funds.

Grantee agrees that it will use Grant funds solely in furtherance of the following emergency purpose ("Grant Purpose") to support the charitable program and activities detailed in the Proposal.

Grantee shall use Grant funds only for allowable costs as agreed upon by the Foundation in accordance with the budget attached hereto as Exhibit A and the terms and conditions of this Agreement.

Grant Purpose:

Provide funding for the following services and supplies necessitated by the COVID-19 crisis: (i) funding for nursing homes and adult care facilities within Grantee's network to address COVID-19 costs including hazard pay to frontline workers, personal protective equipment, telehealth technology, training and education for staff and providing support for staff such as transportation, childcare and wellness programs; and (ii) produce a series of free webinars and toolkits to assist adult day health care providers on how to effectively operate during this time of crisis.

2. Timing of Payment.

Grantee will receive the full amount of the Grant following the Foundation's receipt of a counter-signed Agreement.

3. Catholic Tenets and Teachings.

Grantee agrees to use the Grant funds in compliance with the ethical principles, tenets, and teachings of the Roman Catholic Faith including, but not limited to, the Ethical and Religious Directives for Catholic Health Care Services published by the United States Conference of Catholic Bishops, and other applicable guidelines promulgated by the United States Conference of Catholic Bishops, as directed by the Foundation.

4. Permissible Activities.

Grantee acknowledges and agrees to the following additional requirements on the use of Grant funds:

- The Grant will only be used for programs and activities that are within the scope of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").
- No part of the Grant shall be used to supplant existing government funding, although Grant funds may be used to augment services funded using government sources.
- The Grant shall not result in private inurement or personal benefit of any kind.
- No part of the Grant shall be used to fulfill a personal or corporate pledge of financial support.
- No part of the Grant shall be used in exchange for payment for tickets to benefit events, auction items or membership.

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Foundation for Long Term Care

- No part of the Grant shall be used: (i) to carry on propaganda, or otherwise to attempt to influence any legislation; or (ii) to influence the outcome of any specific election or to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
- No part of the Grant shall be used for the purpose of influencing any actions or decisions or bribing of any government official, or otherwise in violation of the Foreign Corrupt Practices Act or similar law.

5. Changes to Proposal.

Grantee agrees to notify the Foundation in a timely manner of any proposed modifications to its Proposal, including as to the purpose, character, or method of operation of the Proposal. Any such changes to the Proposal must be approved in writing by the Foundation prior to implementation. With regard to budgetary line-items, Grantee must request prior written approval by the Foundation of any proposed reallocation of a budgetary line-item that reduces or increases the line item by 10% or \$10,000, whichever is greater, based on the approved itemized budget provided in Exhibit A.

6. Reimbursement.

Grantee represents that it has not sought or obtained reimbursement from any source, including any government agency or insurance company, for the amounts for which it is seeking Grant funds hereunder. Grantee further represents that it has not sought or obtained any duplicative funding for the Grant Purpose from any other source, including any individual, foundation, corporation or government agency, for the amounts for which it is seeking Grant funds hereunder. Grantee will promptly notify the Foundation if it receives any such reimbursement or duplicative funding, and agrees to redirect an equivalent amount to another charitable purpose pre-approved in writing by the Foundation.

7. Re-Granting.

Grantee shall not re-grant any Grant funds to other organizations without prior written approval of the Foundation. If such written approval has been provided, Grantee agrees to take all necessary steps to ensure that the sub-grantee will be subject to the terms and conditions of this Agreement, including the requirements related to adherence with the ethical principles, tenets, and teachings of the Roman Catholic Faith and the Ethical and Religious Directives for Catholic Health Care Services published by the United States Conference of Catholic Bishops.

8. Notice of Key Developments.

Grantee shall notify the Foundation in a timely manner of changes in key personnel, significant difficulties in making use of the Grant funds in accordance with the Proposal, the inability to expend the Grant funds within the Grant term, or material changes to its overall financial position or solvency. Grantee agrees that it will notify the Foundation immediately of any actual or threatened change in its status as a publicly supported organization determined by the Internal Revenue Service to qualify under Section 501(c)(3) of the Code.

9. Records and Licenses.

Grantee shall maintain all financial records and all records pertaining to the use of the Grant, including receipts and records of Grant expenditures, and make such records available to the Foundation upon request. Grantee also agrees to maintain documentation of current licensure for all professionally licensed staff, as applicable, and to make such records available to the Foundation upon request.

10. Evaluation.

Grantee agrees to permit the Foundation and/or its authorized representatives to conduct an evaluation of the Grantee and the progress of the Grant, which may require in person or virtual site visits by the Foundation's representatives to observe Grantee's program procedures and operations and include discussions with Grantee's personnel.

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11. Final Report.

Using the template to be provided by the Foundation, Grantee shall submit a final report to the Foundation concerning the Grantee's use of the Grant, along with a final expenditure report for the entire Grant period. The final report, including the final expenditure report, will detail the accomplishments achieved during the entire Grant period, any significant circumstances or problems encountered by the Grantee in administering the Grant, and efforts made to resolve them. The final report, including the final expenditure report, is due by July 31, 2020 and will cover the entire Grant period from April 15, 2020 – June 30, 2020. Grantee agrees to provide the Foundation with such additional information concerning the Grant as may be requested by the Foundation.

12. Nondiscrimination.

Grantee shall ensure that no person will, regardless of race, color, religion, national origin, sex, age, or disability be excluded from participation in, be denied benefits of, or be subjected to unlawful discrimination under any program or activity funded by the Foundation.

13. Compliance with Laws.

Grantee shall comply with all applicable local, state and Federal laws and regulations during the term of the Grant, as well as the terms and conditions set forth herein.

14. Publicity.

Grantee agrees to obtain written pre-approval from the Foundation prior to using or referencing the name or emblem of the Foundation, including issuing any press releases or otherwise making any public statement referring to the Grant or the Foundation or using the Foundation's name or emblem. Any approved publicity regarding the Grant or the Foundation must include an acknowledgement that the project was supported by a "Grant of the Mother Cabrini Health Foundation." Approved public announcements and releases about the Grant must be coordinated with the Foundation. To coordinate any such proposed announcements, please contact communications@cabrinihealth.org.

15. Recapture of Funds.

Grantee agrees to comply with the terms and conditions of this Agreement. If Grantee fails to comply with the terms and conditions set forth herein, including by using any portion of the Grant for anything other than the Grant Purpose, the Foundation reserves the right to require immediate repayment of any expended or unexpended Grant funds.

16. Grantee Representations.

Grantee represents (i) that it is either a domestic public charity as described in IRC section 509(a)(1) or (2) or an exempt operating foundation as described in IRC section 4940(d)(2); and (ii) the Grant will not result in private inurement or personal benefit of any kind.

Other Terms and Conditions**17. Additional Support.**

By making this Grant, Grantee acknowledges that (i) the Foundation assumes no obligation to provide any other or additional support to Grantee, and (ii) this Grant does not establish, nor shall it be construed as establishing, a precedent for any future support of Grantee.

18. No Agency.

This Agreement does not create, nor shall it be construed as creating, an agency, partnership, employment relationship, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and Grantee shall not make any such representation to anyone. Neither party shall have any right or authority,

Karen Lipson

Foundation for Long Term Care

express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

19. Indemnification.

Grantee agrees to indemnify and hold harmless the Foundation, its officers, directors, members, agents, representatives, employees, volunteers and its invitees with respect to all claims and causes of action (including without limitation, all expenses and settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions), arising from or in connection with the Grant, including, but not limited to, breach by Grantee of any of its obligations and responsibilities under the Grant. This indemnification/hold harmless clause must be included in all re-grants or subcontracts entered into to fulfill the purposes of the Grant.

20. Applicable Law.

This Grant Agreement will be construed and governed by the laws of the State of New York.

21. Amendments.

This Agreement may be modified only by written agreement of the Foundation and Grantee.

22. Arbitration.

If the parties are unable to resolve any disputes, controversies, or claims arising out of or relating to this Agreement, such disputes, controversies, or claims shall be settled by binding arbitration according to the rules of JAMS. Such arbitration shall take place in a location selected by the Foundation. All parties shall have the right to discovery and the arbitrators shall be selected pursuant to the rules of the American Arbitration Association. Arbitration fees shall be shared equally.

23. Notice.

Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (i) when delivered personally; (ii) when sent by email, with email confirmation of receipt by the receiving party; (iii) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (iv) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (v) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section).

To Foundation:

Mother Cabrini Health Foundation, Inc.
777 Third Avenue
23rd Floor
New York, NY 10017
Attn: Chief Programs and Grants Officer
Email: grantawardletters@cabrinihealth.org

To Grantee:

Ms. Karen Lipson
klipson@leadingageny.org
Foundation for Long Term Care Inc
13 British American Blvd

Karen Lipson

Foundation for Long Term Care

Latham NY 12110

24. Counterparts.

This Agreement may be executed in two counterparts, which together shall constitute one and the same instrument.

25. Entire Agreement.

This Agreement constitutes the entire agreement and understanding of the Foundation and Grantee and supersedes all prior discussions, agreements and understandings.

Mother Cabrini Health Foundation, Inc.



Name: Rev. Msgr. Gregory Mustaciuolo
Title: Chief Executive Officer
Date: May 1, 2020

GRANTEE AUTHORIZED SIGNATURE.

Agreed and Accepted by the following individual who certifies that he or she has the authority to bind and commit the Grantee to the terms and conditions of this Agreement:

Name*

Title*

Date*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Albany County

2 Business name/disregarded entity name, if different from above
Shaker Place Rehabilitation and Nursing Center

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
100 Heritage Lane

6 City, state, and ZIP code
Albany, NY 12211

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

or

Employer identification number

1	4	-	6	0	0	2	5	6	3
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **8/2/2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RESOLUTION NO. 270

AUTHORIZING AN AGREEMENT WITH MOTHER CABRINI HEALTH FOUNDATION/FOUNDATION FOR LONG TERM CARE, INC. REGARDING A CORONAVIRUS EMERGENCY SUPPORT GRANT

Introduced: 8/10/20

By Audit and Finance Committee:

WHEREAS, The Executive Director of the Shaker Place Rehabilitation and Nursing Center has requested authorization to enter into an agreement with the Mother Cabrini Health Foundation/Foundation of Long Term Care, Inc. to accept funding in the amount of \$9,000 for the term commencing April 15, 2020 and ending June 30, 2020, and

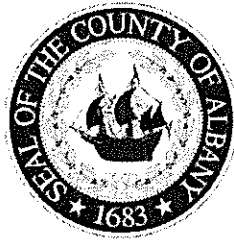
WHEREAS, The Executive Director has indicated that the funding will be used for hazard pay expenses for frontline workers in connection with the COVID-19 pandemic, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Mother Cabrini Health Foundation/Foundation of Long Term Care, Inc., Latham, NY 12110 to accept funding regarding hazard pay expenses for frontline workers in connection with COVID-19 in the amount of \$9,000 for the term commencing April 15, 2020 and ending June 30, 2020, and, be it further

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

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

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

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

M. DAVID REILLY
DEPUTY COMMISSIONER

June 10, 2020

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

Dear Chairman Joyce:

I am requesting legislative action to rescind the authorization to transfer tax foreclosed property located in the City of Albany, 39 Garfield Place to the Albany County Land Bank Corporation pursuant to ABL Resolution No. 250 of 2019 and convey this property back to the immediate former property owner Eugene Clark.

This transfer is in accordance with Resolution No. 29 of 2019 the "Albany County Disposition Plan which states "Properties which will be discretionally conveyed by the County back to their immediate former owner(s)

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

Sincerely Yours,

Shawn A. Thelen

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



Legislation Text

File #: TMP-1708, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for Legislative action to rescind the authorization to convey tax foreclosed property located in the City of Albany 39 Garfield Place to the Albany County Land Bank Corporation and convey the property back to the immediate former owner Eugene Clark

Click or tap here to enter text.

Date:	June 15, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael Mc Laughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: [Click or tap here to enter text.](#)
Source of Funds: [Click or tap here to enter text.](#)
Title Change: [Click or tap here to enter text.](#)

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline [Click or tap to enter a date.](#)

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

Contract Terms/Conditions:

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

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

Amount/Raise Schedule/Fee: [Click or tap here to enter text.](#)
Scope of Services: [Click or tap here to enter text.](#)

Bond Res. No.: [Click or tap here to enter text.](#)
Date of Adoption: [Click or tap here to enter text.](#)

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: [Click or tap here to enter text.](#)

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

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

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

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 187

Date of Adoption: 5/11/2020

Justification: (state briefly why legislative action is requested)

Requesting legislative authority to rescind the authorization to convey 39 Garfield Place (Tax Map No. 65.21-2-61) located in the City of Albany per resolution No. 250 of 2019 to the Albany County Land Bank Corporation and authorize the conveyance of this tax foreclosed property back to the immediate former owner Eugene Clark, 1941 Osterlitz Avenue, Schenectady NY 12306. Mr. Clark has deposited with the County the amount of \$6,896.73 towards the full amount of taxes, Interest and penalties due at this writing. This is in accordance with the Albany County Disposition Plan "Properties which will be discretionally conveyed by the County back to their immediate former owner(s)".

May 26, 2020

To Whom this may concern:

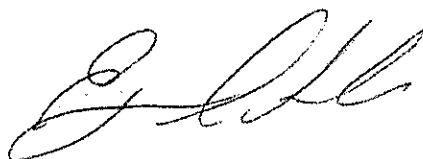
My name is Eugene Clark, I am the father of two handicapped children and I need your help. I once owned the house at 39 Garfield Place in Albany, N.Y., but due to my financial situation at that time and the overwhelming needs of my children, I unfortunately lost it. Which caused my children and I to be homeless, and at some point, staying with friends and family.

I was an employee of National Grid for 26 years, until I became disabled. The money that I was receiving from my disability was nowhere near enough to provide for my family and I. My financial situation has since changed as I have started a company called PCS Albany. I am now making more than enough money to afford the responsibility of owning a home.

I am pleading with you to assist me with re-gaining my home. I can provide any documentation showing my current wages and financial status. Please consider. I may be reached at the following number: (518)779-7236

Kindest regards,

Eugene Clark

A handwritten signature in cursive script, appearing to read 'E. Clark', written in black ink.

05/28/2020 10:53
cmurray

TEST DATABASE Jul 16 2019
Real Estate Tax Statement

P 1
|txtaxstm

PARCEL: 06502100020610000000

LOCATION: 39 GARFIELD PL

OWNER:
CLARK EUGENE
39 GARFIELD PL
ALBANY NY 12206

STATUS:
SQUARE FEET: 0
LAND VALUATION: 15,000
BUILDING VALUATION: 0
EXEMPTIONS: 0

TAXABLE VALUATION: 15,000
INTEREST PER DIEM 2,845.88

LEGAL DESCRIPTION:

DEED DATE:		BOOK/PAGE:	INTEREST DATE: 01/05/2019			
YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2018	RE-E	2933				
1	ALBANY SCH		12.52	12.52	.75	13.27
	5% PERCENT		.63	.63	.00	.63
	MAILING CH		1.00	1.00	.00	1.00
			14.15	14.15	.75	14.90
			14.15	14.15	.75	14.90
2018	RE-1	7728				
1	ALBANY PRO		109.55	109.55	16.43	125.98
	5 PERCENT		32.93	32.93	.00	32.93
	ALBANY WAT		549.06	549.06	82.36	631.42
			691.54	691.54	98.79	790.33
			691.54	691.54	98.79	790.33
2011	LIEN	1267				
1	ALB SCH LN		2,886.36	490.73	39.26	529.99
			2,886.36	490.73	39.26	529.99
2010	LIEN	2542				
1	ALB LIENS		1,644.45	1,644.45	1,825.34	3,469.79
			1,644.45	1,644.45	1,825.34	3,469.79
2010	LIEN	2960				
1	ALB SCH LN		1,237.21	1,237.21	841.30	2,078.51
			1,237.21	1,237.21	841.30	2,078.51

05/28/2020 10:53
cmurray

TEST DATABASE Jul 16 2019
Real Estate Tax Statement

P 2
txtaxstm

YEAR TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST CHARGE					
GRAND TOTALS		6,473.71	4,078.08	2,805.44	6,883.52

City School District of Albany
518 - 475 - 6035

[Print](#) [Back](#)

CLARK EUGENE
39 GARFIELD PL
ALBANY, NY 12206

Notice of 2019 School Tax
SBL: 65.21-2-61
ADDR: 39 GARFIELD PL
SWIS: 010100 Albany
Bill #: 2019-008187

MAIL PAYMENT WITH REMITTANCE STUB TO:

City School District of Albany
PO Box 15133

Albany, NY 12212 - 5133

ASSESSMENT INFORMATION

Full Market Value as of July 01, 2019 \$15,464.00
Total Assessed Value as of July 01, 2019 \$15,000.00
Uniform Percentage of Value 97.00

Exemption

41854 BAS STAR
41930 PERSON W/DISABILTY & LTD

Ex Amt
\$8,250.00
\$6,750.00

PROPERTY TAXES

	<u>Taxable Assessed</u>	<u>Non-Homestead</u>		
	<u>Before STAR</u>	<u>Rate per \$1000</u>	<u>Rate per \$1000</u>	<u>Taxes Due</u>
Sch	\$8,250.00	21.467981	28.240273	\$177.11
Lib:	\$8,250.00	1.601012	2.106067	\$13.21
			Less STAR Saving:	- \$177.11
			Total Tax Due:	\$13.21

RECEIPT

CITY SCHOOL DISTRICT OF ALBANY
2019 - 2020 SCHOOL TAX

RECEIPT

65.21-2-61

**2019 - 2020
Payment Information
Installment**

	<u>Principal Paid</u>	<u>Penalty Paid</u>	<u>Total Received</u>	<u>Payment Date</u>	<u>Batch</u>	<u>Payer</u>
1	\$13.21	\$0.00	\$13.21	10/01/2019	100715	
	\$13.21	\$0.00	\$13.21			

PAID IN FULL

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

OFFICIAL CHECK



439 - Westgate
Albany, New York

Remitter EUGENE L CLARK

029425753
Date 06/04/2020

62-20
311

Pay To The
Order Of

COUNTY OF ALBANY

\$ 6,896.73

Pay: SIX THOUSAND EIGHT HUNDRED NINETY SIX DOLLARS AND 73 CENTS

Drawer KeyBank

Issued by: Citibank N.A. One Penn's Way, New Castle, DE 19720
For information about this instrument, call: 1-888-556-5142

AUTHORIZED SIGNATURE

⑈029425753⑈

⑈031100209⑈

38774212⑈

Old Heritage

Title Agency

TAX LIEN FORECLOSURE SEARCH ONLY!
LIMITED AND NOT UP-TO-DATE

453 New Kameer Road • Albany NY 12205 • Phone 518-689-0307 • Fax 518-689-0312

TAX LIEN FORECLOSURE SEARCH

REC'D MAY 16 2014

Search Date 3/21/14OHTA Number A14-0492Municipality City of AlbanyIndex Number 6100-11Foreclosure No. 0000409Tax Map Number 65.21-2-61Property Address 39 Garfield Place, City of Albany, NY 12206Date of Filing of List of Delinquent Taxes December 2, 2011

Open Mortgages	0
Assignments	0
Judgments	3
Federal Tax Liens	1
UCCs	0
State Tax Warrants	0
Leases	0
Other Lienors	0
Other Interests	1
Estate Proceedings	0
Mortgage Foreclosures	0
	5

NOTE:

a copy of the federal lien ^{report} is not attached

TAX LIEN FORECLOSURE SEARCH

SECTION I

**PARTIES HAVING AN INTEREST OF RECORD
ON THE DATE OF FILING OF THE LIST OF DELINQUENT TAXES**

A-1. OWNER(S) OF RECORD

1. Eugene Clark 39 Garfield Place ⁷¹⁵ Albany NY 12206

A-2. ADDITIONAL ADDRESSEES

2. Eugene Clark 38 Garfield Place Albany NY 12206

Source Deed Book 2992 Page 649

Deed R and R

B. ADDITIONAL PARTIES**MORTGAGES (0)**

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (3)

1.	Albany Medical Center South Clinic Campus	99 Delaware Avenue	Delmar	NY 12054
2.	Portfolio Recovery Associates, LLC	140 Corporate Blvd	Norfolk	VA 23502
3.	Vicky O'Brien	220 Hansen Avenue	Albany	NY 12208

FEDERAL TAX LIENS (1)

1.	IRS Advisory Unit	Attn: Frank Harvey/Judical Proceeding	130 S Elmwood Ave Room 109	Buffalo	NY 14202- 2464
----	----------------------	---	-------------------------------	---------	-------------------

TAX LIEN FORECLOSURE SEARCH

SECTION I (continued)

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (1)

1.	Albany Water Board	PO Box 1966	Albany	NY 12201-1966
2.	Commissioner, Water and Water Supply	35 Erie Blvd	Albany	NY 12204

ESTATE PROCEEDINGS (0)

1.

MORTGAGE FORECLOSURES (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION II

PARTIES HAVING AN INTEREST OF RECORD
AS OF SEARCH DATE

A-1. OWNER(S) OF RECORD

1.

A-2. ADDITIONAL ADDRESSEES

2.

Source Deed

Deed R and R

B. ADDITIONAL PARTIES

MORTGAGES (0)

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (0)

1.

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION II (continued)

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (0)

1.

ESTATE PROCEEDINGS (0)

1.

MORTGAGE FORECLOSURES (0)

1.



Albany County Clerk
32 North Russell Rd.
Albany, NY 12206-1324

Return to:

ALBANY COUNTY DEPT OF LAW
112 STATE ST RM 1010
ALBANY, NY 12207

Instrument: Deed

Document Number: 10769785 Book: 2992 Page: 648

Grantor

COUNTY OF ALBANY

Grantee

CLARK, EUGENE

Number of Pages: 5

Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax # 1752
.....\$0.00

Recorded Date/Time: 11/17/2010 at 10:23 AM

Receipt Number: 613431

Note: **DO NOT REMOVE - THIS PAGE IS PART OF THE DOCUMENT **
THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Thomas G. Clingan, County Clerk

Handwritten initials/signature

RECORD AND RETURN TO:
ALBANY COUNTY DEPARTMENT OF LAW
112 State Street, Room 1010
Albany, New York 12207

Albany County Clerk
Document Number 10769785
Rcvd 11/17/2010 10:23:26 AM

Albany County Clerk
Deed Books (Record Room)
Book 2992 Page 649



QUITCLAIM DEED

THIS INDENTURE made the 29th day of October, 2010, between

The COUNTY OF ALBANY, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York having its principal office located at 112 State Street, Albany, New York 12207, **party of the first part**, and

EUGENE CLARK currently residing at 39 Garfield Place, Albany, New York 12206, **party of the second part**,

WITNESSETH that in consideration of payment by the party of the second part of the sum of TEN THOUSAND ONE HUNDRED DOLLARS (\$10,100.83) AND EIGHTY-THREE CENTS lawful money of the United States and the agreement and consent of the party of the second part hereinafter made and given with respect to the reinstatement and restoration of extinguished liens and interests upon the recording of this Deed, the party of the first part hereby remises, releases and quitclaims unto the party of the second part, his heirs, successors and assigns forever, all of the party of the first part's right, title and interest in and to

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND situate, lying and being in the City of Albany, County of Albany and State of New York, described in Exhibit "A" attached.

BEING THE SAME PREMISES described as "Parcel No. ALBANY 4235-07-60 (39 Garfield Place, City of Albany)" in the Deed in Foreclosure conveying said premises to the party of the first part simultaneously herewith being executed by the Enforcing Officer of the County of New York, Tax District and recorded in the Office of the Albany County Clerk made pursuant to Final Judgment of Foreclosure by Default granted said Tax District by the Albany County Court on July 7, 2010 and entered in the Albany County Clerk's Office on July 20, 2010 in the proceeding brought under Index No. 4235-07 entitled "In the Matter of the "In Rem" Delinquent Tax Lien Foreclosure Proceeding brought pursuant to Article Eleven, Title 3 of the Real Property Tax Law by THE COUNTY OF ALBANY, NEW YORK, TAX DISTRICT against Those Parcels of Real Property described in the LIST OF DELINQUENT TAXES filed on August 13-, 2007 covering the CITY OF ALBANY, Albany County".

This conveyance is made pursuant to and is conditioned by Resolution No. 368 for the year 2010 of the Albany County Legislature adopted September 13, 2010 authorizing conveyance of the premises to the parties of the second part.

This conveyance is made in partial consideration of the agreement and consent of the party of the second part as evidenced by his undersigned signature that any and all liens upon and other interests in the premises which were extinguished as the result of the above "in rem" delinquent real property tax foreclosure proceeding whereby the party of the first part acquired title to the premises, except to the extent they may have been subsequently reduced, discharged, satisfied and/or otherwise terminated of record, shall upon the recording of this Deed thereupon be reinstated and restored to the full extent they existed at the time they were so extinguished.

This conveyance is made subject to the liability of the party of the second part for payment computed to the date hereof of a pro-rata share of: current taxes; street, sewer, and other special assessments; and, water and sewer charges, levied or imposed upon the premises.

Together with appurtenances and all of the estate and rights of the party of the first part in and to the premises.

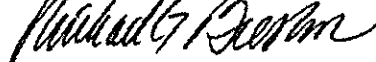
To Have and to Hold the premises herein granted unto the party of the second part, his heirs, successors and assigns forever.

IN WITNESS WHEREOF the party of the first part and the party of the second part have executed these presents on the date above written.

In the presence of

PARTY OF THE FIRST PART

The COUNTY OF ALBANY, NEW YORK

BY 

MICHAEL G. BRESLIN,
ALBANY COUNTY EXECUTIVE

PARTY OF THE SECOND PART


EUGENE CLARK

ACKNOWLEDGMENTS

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

On this 29th day of October, 2010, before me the undersigned, personally appeared MICHAEL G. BRESLIN 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 on behalf of the County of Albany, New York, and he acknowledged to me that he executed the same in his capacity as Albany County Executive, and that by his signature on the instrument the County of Albany, New York, the person upon behalf of which he acted, executed the instrument.

Melanie J. Bunzey
NOTARY PUBLIC - STATE OF NEW YORK

MELANIE J. BUNZEY
Notary Public, State of New York
Qualified in Albany County
No. 01BU6048902
Commission Expires Oct. 2, 2014

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

On this 29th day of October, 2010, before me the undersigned, personally appeared EUGENE CLARK 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 she acknowledged to me that by her signature she executed the instrument.

Melanie J. Bunzey
NOTARY PUBLIC - STATE OF NEW YORK

MELANIE J. BUNZEY
Notary Public, State of New York
Qualified in Albany County
No. 01BU6048902
Commission Expires Oct. 2, 2014

LIST OF DELINQUENT TAXES
FOR
CITY OF ALBANY, ALBANY COUNTY

PARCEL FORECLOSURE NO.: 0000060
 FORECLOSURE PROCEEDING INDEX NO.: 4235-07
 PARCEL LOCATION: 39 GARFIELD PL, CITY OF ALBANY
 PARCEL TAX MAP NUMBER: 06502100020610000000__
 PARCEL PROPERTY CLASS CODE: 210
 OWNER LISTED ON DELINQUENT TAX BILL: SECRETARY OF H.U.D.
 REPUTED PARCEL OWNER(S): CLARK EUGENE
 AS OF 8/1/2007
 MAILING ADDRESS: CLARK EUGENE
 257 SECOND ST
 ALBANY, NY 12206

<u>LIEN YEAR</u>	<u>TYPE OF TAX</u>	<u>AMOUNT DUE</u>
2003	SCHOOL	\$2071.55
2003	PROPERTY	\$0

Albany County County Clerk Document Search - Document Details

Page 1 of 1

Search Date: 3/31/2014 2:58 PM
Last Name Field Entry: clark
First Name Field Entry: eu
Name Selected: CLARK EUGENE
Instrument Type Selected: JUDGMENT & LIEN GROUP
Dated From: 10/28/2003

Instrument Type: Judgment, Civil
Filing Date: 04/20/2007 2:42 PM
Document Number: 9939109

Related Names:

OBRIEN VICKY Plaintiff
- 220 HANSEN AVE ALBANY NY 12208
CLARK EUGENE Defendant
- 38 GARFIELD PLACE ALBANY NY 12206
EYTINA MYLO ESQ Attorney
- 5 NEW SCOTLAND AVE ALBANY NY 12208

Document Location:

Perfected Date - date:04/20/2007
Judgment Damages - Amount:9241.64
Judgment Costs - Amount:1113.08
Judgment Total - Amount:10354.72

Related Documents:

- 11/24/2006 Civil Index Number (Civil Index Numbe:7973 Year:2006)
- 11/24/2006 Civil Filing
. . . . SUMMONS
. . . . COMPLAINT
. . . . EXHIBIT
- 04/20/2007 Civil Filing
. . . . AFFIDAVIT OF SERVICE

Search Date: 3/31/2014 2:58 PM
Last Name Field Entry: clark
First Name Field Entry: eu
Name Selected: CLARK EUGENE
Instrument Type Selected: JUDGMENT & LIEN GROUP
Dated From: 10/28/2003

Instrument Type: Judgment, Transcript of
Filing Date: 03/07/2008 2:07 PM
Document Number: 10142785

Related Names:

ALBANY MEDICAL CENTER SOUTH CLINIC CAMPUS Creditor
- 99 DELAWARE AVE DELMAR NY 12054
CLARK EUGENE Debtor
- 39 GARFIELD PLACE ALBANY NY 12206
OVERTON RUSSELL & DOERR Attorney
- 19 HALFMOON EXEC PK CLIFTON PARK, NY 12065

Document Location:

Perfected Date - date:01/30/2008
Judgment Damages - Amount:2103.34
Judgment Costs - Amount:204.00
Judgment Total - Amount:2307.34
Trans Of Judgment - Year:T08 Transcript Index Number:1023
Judgment Rendered - Orig Court:ALBANY CITY COURT

Related Documents:

Albany County County Clerk Document Search - Document Details

Page 1 of 1

Search Date: 3/31/2014 2:58 PM
Last Name Field Entry: clark
First Name Field Entry: eu
Name Selected: CLARK EUGENE
Instrument Type Selected: JUDGMENT & LIEN GROUP
Dated From: 10/28/2003

Instrument Type: Judgment, Transcript of
Filing Date: 08/31/2007 2:37 PM
Document Number: 10027328

Related Names:

PORTFOLIO RECOVERY ASSOCIATES LLC Creditor
- 140 CORPORATE BLVD NORFOLK VA 23502
CLARK EUGENE L Debtor AKA
- 39 GARFIELD PL ALBANY NY 12206-1906
CLARK EUGENE Debtor
- 39 GARFIELD PL ALBANY NY 12206-1906
MALEN & ASSOCIATES P C Attorney
- 123 FROST STREET WESTBURY NY 11590

Document Location:

Perfected Date - date:08/09/2007
Judgment Damages - Amount:3691.18
Judgment Costs - Amount:125.00
Judgment Total - Amount:3816.18
Trans Of Judgment - Year:T07 Transcript Index Number:3896
Judgment Rendered - Orig Court:ALBANY CITY COURT

Related Documents:

Albany County County Clerk Document Search - Document Details

Page 1 of 1

Search Date: 3/31/2014 2:59 PM
Last Name Field Entry: clark
First Name Field Entry: eu
Name Selected: CLARK EUGENE L
Instrument Type Selected: JUDGMENT & LIEN GROUP
Dated From: 10/28/2003

Instrument Type: Lien, Federal Tax
Filing Date: 09/09/2010 9:15 AM
Document Number: 10726577

Related Names:

CLARK EUGENE L Debtor
- 39 GARFIELD PLACE ALBANY NY 12206 1906

Document Location:

Amount - \$:8525.43
Federal Tax Lien Number (Record Room) - Index number:684 Year:FL10

Related Documents:

- 05/16/2011 Lien, Federal Tax , Action
. RELEASED



11874

Form 668 (Y)(c)
(Rev. February 2004)

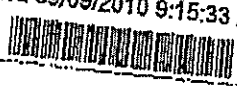
Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien

Area: WAGE & INVESTMENT AREA #1 Lien Unit Phone: (800) 829-7650	Serial Number 694681910	For Optional Use by Recording Office
---	----------------------------	--------------------------------------

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Albany County Clerk
Document Number 10726577
Rcvd 09/09/2010 9:15:33 AM



Name of Taxpayer EUGENE L CLARK

Residence
39 GARFIELD PL
ALBANY, NY 12206-1906

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2006	XXX-XX-6260	06/29/2009	07/29/2019	229.62
1040	12/31/2007	XXX-XX-6260	11/09/2009	12/09/2019	8295.81

F110-684

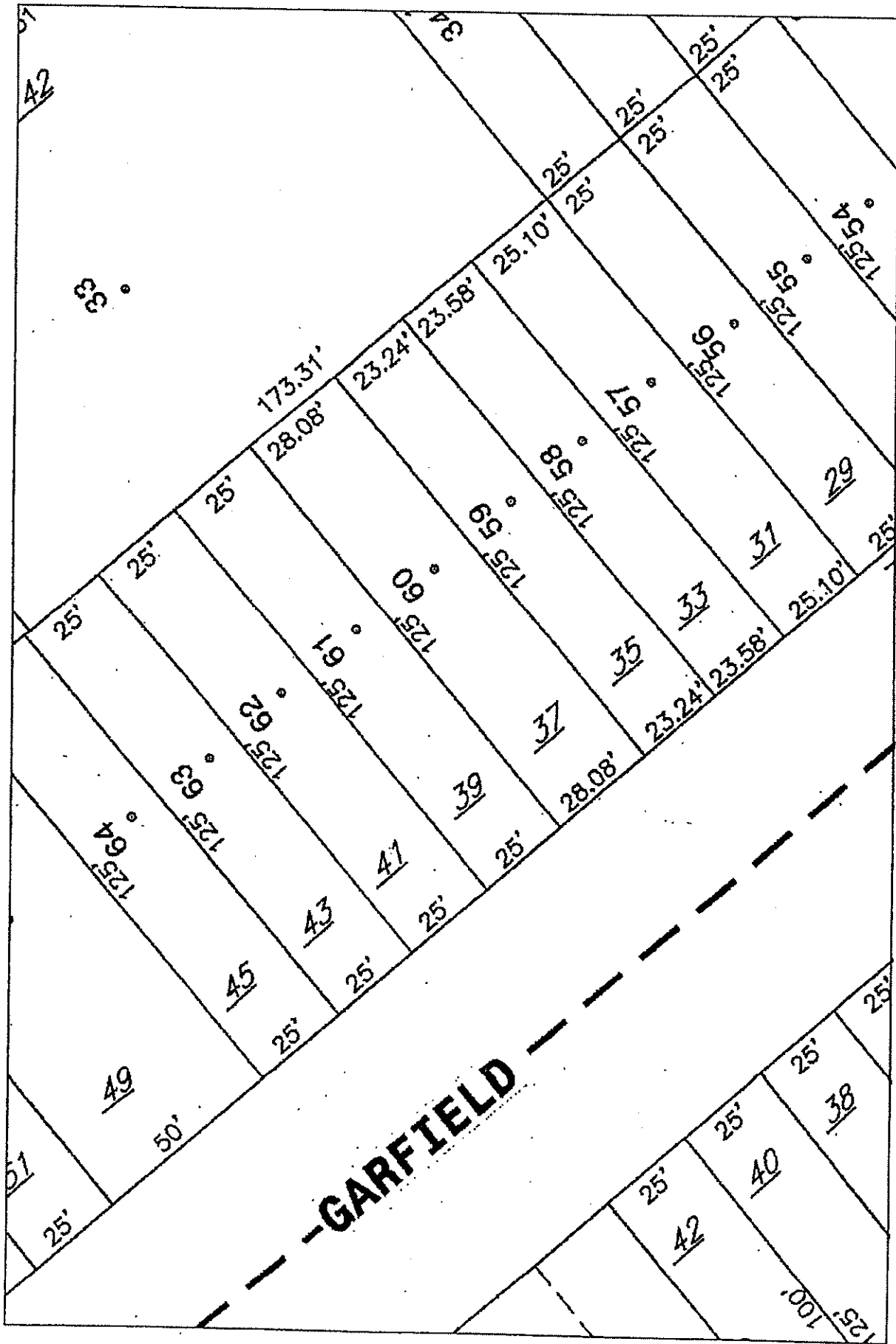
Place of Filing
ALBANY COUNTY CLERK
ALBANY COUNTY
ALBANY, NY 12206

Total \$ 8525.43

This notice was prepared and signed at MANHATTAN, NY, on this, the 31st day of August, 2010.

Signature <i>R. A. Mitchell</i> for DEBRA K. HURST	Title ACS (800) 829-7650	11-00-0000
--	--------------------------------	------------

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)



Landmax Data Systems, Inc. www.landmaxdata.com - Map ID: maps/ALBCIT/010100/065_21.tif

RESOLUTION NO. 271

RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 250 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF 39 GARFIELD PLACE (TAX MAP NO. 65.21-2-61) IN THE CITY OF ALBANY

Introduced: 8/10/20
By Audit and Finance Committee:

WHEREAS, By Resolution No. 250 for 2019, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure to the Albany County Land Bank Corporation, including 39 Garfield Place (Tax Map No. 65.21-2-61) in the City of Albany, and

WHEREAS, Eugene Clark, the immediate former owner of the property, has expressed an interest in acquiring the parcel and has committed to paying the full amount of taxes, interest and penalties due for the property, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be sold to immediate former owners, including that any and all liens extinguished as a result of the foreclosure shall be reinstated, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 250 for 2019 is hereby amended by rescinding the authorization to convey 39 Garfield Place (Tax Map No. 65.21-2-61) in the City of Albany, and be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 39 Garfield Place (Tax Map No. 65.21-2-61) in the City of Albany to Eugene Clark for the amount of all delinquent real property taxes owing to the County on said property as of the date it was foreclosed upon "in rem" by the County with interest on said amount at the rate of 12% per annum computed to the date upon which the conveyance back of said property is made by the County, and, be it further

RESOLVED, That the aforementioned amount due shall also include the amount of any and all out-of-pocket costs and expenses incurred by the County in connection with said property following the date of its foreclosure "in rem" by the County including, but not limited to, real property and school taxes, special assessments, municipal fees and charges, and maintenance and repairs, and, be it further

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

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

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

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

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

M. DAVID REILLY
DEPUTY COMMISSIONER

June 23, 2020

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

Dear Chairman Joyce:

Legislative approval is requested to rescind the authorization to transfer tax foreclosed property located in the Town of Coeymans, 268 Starr Road to the Albany County Land Bank Corporation and convey this property to abutting property owner Mr. Blaine Kropp.

This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

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

Sincerely Yours,

Shawn A. Thelen

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



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1739, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

.Requesting Legislative Action to rescind the authorization to convey tax foreclosed property located in the Town of Coeymans 268 Starr Road to the Albany County Land Bank Corporation and convey this property to an abutting property owner Mr. Blaine Kropp
Click or tap here to enter text.

Date:	July 1, 2020
Submitted By:	Shawn Thelan
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7070
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment

479

- Fringe
- Personnel
- Personnel Non-Individual
- Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

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

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 189
Date of Adoption: 5/11/2020

Justification: (state briefly why legislative action is requested)

Requesting Legislative Authority to rescind the authorization to convey tax foreclosed property located in the Town of Coeymans, 268 Starr Road (Tax Map No. 155.-1-57) to the Albany County Land Bank Corporation per ABL Res No.69 of 2020 and convey this property to abutting property owner, Mr. Blaine Kropp, 264 Starr Road, Ravena, NY 12143 for \$5,000.00. This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels ".

Dear, Mr. Michael McLaughlin

June 15, 2020

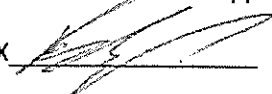
I am writing you today in reference to the property, 268 Starr Rd Ravena, NY 12143. I live next door, at 264 Starr Rd in Ravena NY and have since Feb 2017. Since the day I moved in, this decrepit, old, condemned property has been one hundred and fifty feet away. Never to be fixed up, repaired or even maintained. Through numerous failed attempts to contact the previous owner and contacting my town tax accessor I have been led to you to help me in my quest. My quest to remove an eyesore of blight and decay and help raise my property value as well as brighten my neighborhood.

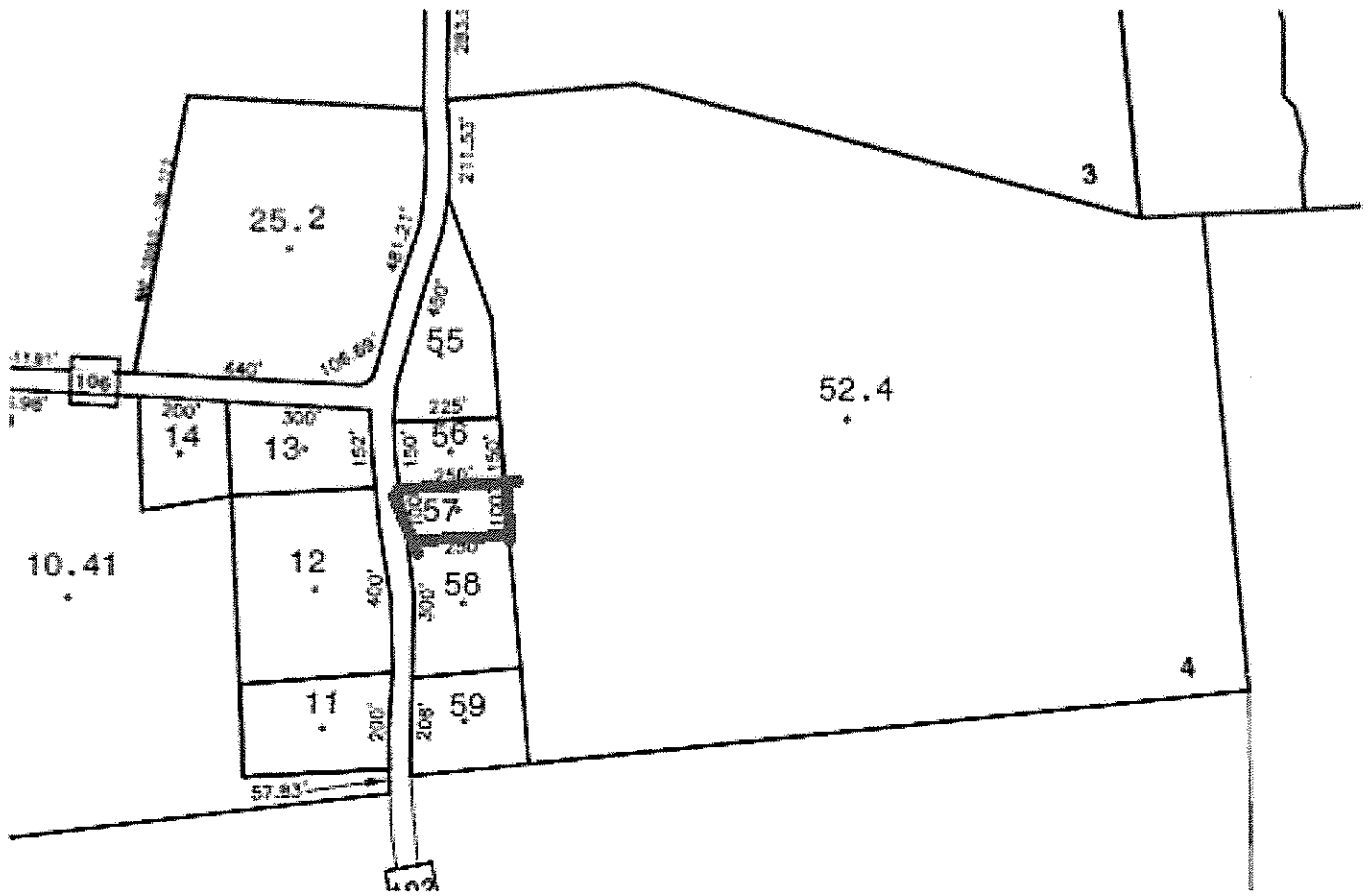
I would like to purchase this property from your office as soon as possible so I may begin the process of removing the existing condemned structure, preparing the parcel for construction and begin the extensive trash removal process (the previous owner left numerous piles of belongings and has since abandoned these piles). I have received a few quotes on these items and I'll be including these costs appropriately into my offer.

To have the structure legally and properly demolished will be approximately \$40,000. Renting a dumpster for the trash removal process, roughly a 3 day process would come to approximately \$450. The final step would be to put up a 3 bay garage on the now cleared and vacant parcel. This project would be contracted out to a professional general contractor to construct the garage to help ensure everything is up to code, done properly and safely. This would cost approximately \$25,000 - \$30,000. This would bring the grand total to \$72,640, in addition my offer of \$5,000 equals out to \$78,640 in total of planned work to be done.

I hope this letter finds you well, and I look forward to hearing from / speaking to you or your colleagues regarding the matter. Have a great day, stay safe and God Bless!

Blane Kropp

X 





**THIS STRUCTURE IS
UNSAFE AND ITS
OCCUPANCY HAS BEEN
PROHIBITED BY LOCAL
CODE ENFORCEMENT**



05/13/2020 15:22 | COUNTY OF ALBANY
 adilella | Real Estate Tax Statement

| P 1
 | txtaxstm

PARCEL: 15500000010570000000

LOCATION: 268 STARR RD

OWNER:
 NEWELL LESLIE
 NEWELL JUDITH E
 183 MAPLE AVE
 SELKIRK NY 12158

STATUS:
 SQUARE FEET 24,829
 LAND VALUATION 98,600
 BUILDING VALUATION 0
 EXEMPTIONS 0
 TAXABLE VALUATION 98,600
 INTEREST PER DIEM 5,604.90

LEGAL DESCRIPTION:

DEED DATE:		BOOK/PAGE:		INTEREST DATE: 05/13/2020		
YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2020	RE-4	434				
1	COEYMANS T		3,253.92	3,253.92	130.16	3,384.08
			3,253.92	3,253.92	130.16	3,384.08
2019	RE-4	650				
1	COEYMANS T		3,276.69	3,276.69	524.27	3,800.96
			3,276.69	3,276.69	524.27	3,800.96
2018	RE-4	1853				
1	COEYMANS T		2,528.64	2,528.64	708.02	3,236.66
	LEGAL CHAR		225.00	225.00	.00	225.00
			2,753.64	2,753.64	708.02	3,461.66
			2,753.64	2,753.64	708.02	3,461.66
2017	LIEN	211				
1	COEYMAN TL		2,434.36	2,434.36	973.74	3,408.10
	LEGAL CHAR		225.00	225.00	.00	225.00
			2,659.36	2,659.36	973.74	3,633.10
			2,659.36	2,659.36	973.74	3,633.10
2016	LIEN	187				
1	COEYMAN TL		1,627.48	1,627.48	846.29	2,473.77
	LEGAL CHAR		150.00	150.00	.00	150.00
			1,777.48	1,777.48	846.29	2,623.77

05/13/2020 15:22
adilella

COUNTY OF ALBANY
Real Estate Tax Statement

P 2
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			1,777.48	1,777.48	846.29	2,623.77
2015	LIEN	126				
1	COEYMAN TL		1,617.12	1,617.12	1,034.96	2,652.08
	LEGAL CHAR		150.00	150.00	.00	150.00
			1,767.12	1,767.12	1,034.96	2,802.08
			1,767.12	1,767.12	1,034.96	2,802.08
2014	LIEN	65				
1	COEYMAN TL		1,610.48	1,610.48	1,223.96	2,834.44
	LEGAL CHAR		150.00	150.00	.00	150.00
	TITLE SEAR		290.00	290.00	.00	290.00
	MAIL CHARG		35.00	35.00	.00	35.00
			2,085.48	2,085.48	1,223.96	3,309.44
			2,085.48	2,085.48	1,223.96	3,309.44
GRAND TOTALS			17,573.69	17,573.69	5,441.40	23,015.09

RESOLUTION NO. 272

RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 69 FOR 2020 AND AUTHORIZING THE CONVEYANCE OF 268 STARR ROAD (TAX MAP NO. 155.-1-57) IN THE TOWN OF COEYMANS

Introduced: 8/10/20
By Audit and Finance Committee:

WHEREAS, By Resolution No. 69 for 2020, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure to the Albany County Land Bank Corporation, including 268 Starr Road (Tax Map No. 155.-1-57) in the Town of Coeymans, and

WHEREAS, Blaine Kropp, an abutting property owner has expressed an interest in acquiring this parcel for \$5,000, and

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

RESOLVED, By the Albany County Legislature, that Resolution No. 69 for 2020 is hereby amended by rescinding the authorization to convey 268 Starr Road (Tax Map No. 155.-1-57) in the Town of Coeymans, and, be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 268 Starr Road (Tax Map No. 155.-1-57) in the Town of Coeymans to Blaine Kropp for the amount of \$5,000, and, be it further

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

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



Department of Taxation and Finance
Office of Real Property Tax Services

Application for Refund or Credit of Real Property Taxes

RP-556

(12/19)

Part 1 -- General information: To be completed in duplicate by the applicant.

Names of owners Henrietta Hines		
Mailing address of owners (number and street or PO box) 419 Livingston Ave		Location of property (street address) 419 Livingston
City, village, or post office Albany	State NY	ZIP code 12206
Daytime contact number	Evening contact number	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 65.10-2-5
Account number (as appears on tax bill)	Amount of taxes paid or payable 980.77	Date of payment 01-31-2020
Reasons for requesting a refund or credit: Please see attached		

I hereby request a refund or credit of real property taxes levied by City of Albany for the year(s) 2020.
(County, city, village, etc.)

Signature of applicant 	Date 4/6/18/20
----------------------------	-------------------

Part 2 -- To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 6/8/2020	Date warrant annexed
Last day for collection of taxes without interest 1/31/2020	Recommendation Approve application* <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official 	Date 6/22/2020

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

Part 3 -- For use by the tax levying body or official designated by resolution _____ : (insert number or date, if applicable)

Application approved (Mark an X in the applicable box):

Clerical error Error in essential fact Unlawful Entry

Amount of taxes paid \$980.77	Amount of taxes due \$490.39	Amount of refund or credit \$490.38
-------------------------------	------------------------------	-------------------------------------

Application denied (reason):

Signature of chief executive officer or official designated by resolution	Date
---	------



CITY OF ALBANY
DEPARTMENT OF ASSESSMENT
24 EAGLE STREET-ROOM 302
ALBANY, NEW YORK 12207
TELEPHONE (518) 434-5155

KATHY SHEEHAN
MAYOR

TREY KINGSTON
CITY ASSESSOR

June 8, 2020

Re: Correction/Refund of Taxes for 419 Livingston

Property owner,

Henrietta Hines is the owner of 419 Livingston Avenue in Albany New York and has received the Aged exemption for many years. In 2019, Ms. Hines submitted the renewal application along with bank statements showing the amount of Social Security (which is Ms. Hines only source of income) received monthly in 2018. While we prefer to receive official Social Security documents when an applicant does not file taxes, the City will accommodate if no other records can be located and accept bank statements showing the amount received from Social Security.

Ms. Hines taxes are paid from an escrow account so she was not aware that her exemption was not applied until last week when her bank notified her that her account was low, due to her not receiving the Aged exemption.

Ms. Hines application postmarked February 2 and received February 4, 2019 but failed to appear on the assessment roll due to a clerical error in the Department of Assessment. We ask to have the exemption retroactively granted and therefore refunds be paid in the amount of excess taxes paid as a result of the error.

If you have any questions or concerns please contact me at 518-434-5155

Sincerely,
Trey Kingston, Assessor
City of Albany



CITY OF ALBANY - 2020 PROPERTY TAXES

FISCAL YEAR: 1/1/2020 to 12/31/2020	WARRANT: 12/31/2019	ESTIMATED COUNTY STATE AID: \$91,269,848
BANK	BILL 211828	TAX MAP NUMBER 65.10-2-5

MAKE CHECKS PAYABLE TO:
CITY OF ALBANY

TO PAY IN PERSON:
City Hall Room 110
24 Eagle Street
Albany, NY 12207
(518) 434-5035

PROPERTY INFORMATION:

ACCOUNT #: 15265
DIMENSION: 28.5 X 100
ROLL: 1
LOCATION: 419 Livingston Ave
SCHOOL: 010100

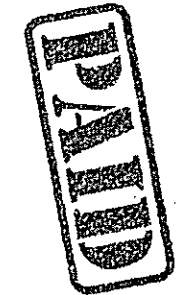
PROPERTY OWNER:
Hines Henrietta
419 Livingston Ave
Albany, NY 12206

41800 Aged 50% \$34,000

FULL MARKET VALUE:	70,103
UNIFORM % OF VALUE:	97.00%
TOTAL ASSESSMENT:	68,000
TAXABLE VALUE:	68,000
EXEMPTION	VALUE FULL VALUE TAX PURPOSE

PROPERTY TAX PAYERS BILL OF RIGHT
If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill. The filing date for this assessment has passed.

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
County Tax	17,676,006	1.5%	34,000	68-000	245.80
City Tax	58,850,000	0.5%	34,000	10.808400	784.97
TOTAL BASE TAXES DUE:					\$980.77
					\$490.39



Date Paid	Amount Paid
1/31/2020	\$980.77
Tax Amount	Total Paid
\$980.77	\$980.77
Interest	
\$0.00	
TOTAL DUE: \$0.00	



Department of Taxation and Finance
Office of Real Property Tax Services

RP-467-Rnw
(9/19)

Renewal Application for Partial Tax Exemption for Real Property of Senior Citizens

To be filed with your local assessor by taxable status date.

Do not file this form with the Office of Real Property Tax Services.

This form may only be used to apply for the partial tax exemption for real property of senior citizens. It may not be used to apply for the Enhanced STAR exemption, which is a separate exemption.

Name of applicant(s) <i>Dorothea Dines</i>					
Mailing address (number and street or PO box) <i>419 Livingston Ave 12202</i>			Location of property (street address) <i>419 Livingston Ave</i>		
City, village, or post office		State	ZIP code	City, village, or post office	
Daytime contact number			Evening contact number		
Email address (optional)			School district		

1 Property identification (see tax bill or assessment roll)

Tax map number or section/block/lot 65.10-2-5

2 Since filing your application last year, fully describe in the lines below any changes in:

- a title to the property (due to death, addition or deletion of owner);
- b legal residence or occupancy of the property (e.g. confinement of owner in hospital or nursing home, divorce, legal separation or abandonment by spouse); or
- c use of residence for other than residential purposes (store, office, farm, etc.);
- d Children of owners, tenants or leaseholders living on the premises attending public school grades pre-K-12; if so, give the name and location of the school or schools, and state whether such child or children were brought into the property in whole or in substantial part for the purpose of attending a particular school within the school district.

Mark an X in the box if there has been no change in items a, b, c, and d above

Explanation of changes that have occurred as indicated on line 2 (attach additional sheets if necessary). _____

3 Did the owner or spouse file a federal or New York State income tax return for the preceding year?

If Yes, attach a copy of the return(s) Yes No

RECEIVED

FEB 2 REC'D

Department Of
Assessment & Taxation
City Of Albany N.Y.

(continued)

4 Provide the income of each owner and spouse of each owner for the calendar year immediately preceding the date of application, except for an owner who is absent from the residence due to divorce, legal separation, or abandonment. Attach additional sheets if necessary. See Form RP-467-I, *Instructions for Form RP-467*, for income to be included.

Names of owner(s) and spouse(s)	Source of income	Amount of annual income
<i>Kenneth Deyers</i>	<i>Social Security</i>	<i>12,252</i>

4a Total income of owner(s) and spouse(s) (add all income sources)	4a	<i>12,252</i>
4b Of the income on line 4a, how much, if any, was used to pay for an owner's care in a residential health care facility? Attach proof of amount paid; enter 0 if not applicable (see instructions)	4b	
4c Subtract line 4b from line 4a	4c	

5 If a deduction for unreimbursed medical and prescription drug expenses is authorized by any of the municipalities in which property is located (contact assessor for information), complete the following:

5a Unreimbursed medical and prescription drug costs (be sure to deduct any amounts reimbursed by insurance)	5a	
5b Subtotal income of owner(s) and spouse(s) (line 4c minus line 5a)	5b	

6 If a deduction for veteran's disability compensation is authorized by any of the municipalities in which the property is located, complete the following:

Veteran's disability compensation received. Attach proof; enter 0 if not applicable	6	
---	---	--

7 Total income of owner(s) and spouse(s) (line 5b subtotal minus line 6)	7	
--	---	--

8 Certification

I (we) certify that all statements made on this application are true and correct to the best of my (our) belief. I (we) understand that any willful false statement of material fact will be grounds for disqualification from further exemption for a period of five years, and a fine of not more than \$100.

Signature (If more than one owner, all must sign)	Marital status	Phone number	Date
<i>Kenneth Deyers</i>	<i>Single</i>		<i>2-3-19</i>

This Area for Assessor's Use Only

Date renewal application filed: _____

Approved Disapproved

Exemption applies to taxes levied by or for: _____

City/Town _____ % County _____ %

School _____ % Village _____ %

Assessor's signature	Date
----------------------	------

Your **monthly payment amount can change** depending on the types of benefits you receive, as well as any adjustments in your premiums or deductions.

Showing 25 to 26 of 26 entries

Page of 3

Date	Payment Type	Amount
07/03/2018	Social Security (Disability)	\$1,021.00
06/01/2018	Social Security (Disability)	\$1,021.00


Showing 25 to 26 of 26 entries

Page of 3

Learn about replacing your Tax Form SSA-1099/SSA-1042S

Payment Method: Direct Deposit

Your monthly payments will be deposited to your account automatically.

 Print this page

[Privacy Policy](#) [Accessibility Help](#)



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1732, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization for Refund of Real Property Taxes - City of Albany

Date: 06/30/2020
Submitted By: Maggie A. Alix
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5291
Department Rep.
Attending Meeting: Maggie A. Alix

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) Authorization to refund real property taxes in the City of Albany.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

495

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: [Click or tap here to enter text.](#)
Source of Funds: [Click or tap here to enter text.](#)
Title Change: [Click or tap here to enter text.](#)

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline [Click or tap to enter a date.](#)

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

Contract Terms/Conditions:

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

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

Amount/Raise Schedule/Fee: [Click or tap here to enter text.](#)
Scope of Services: [Click or tap here to enter text.](#)

Bond Res. No.: [Click or tap here to enter text.](#)
Date of Adoption: [Click or tap here to enter text.](#)

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: [Click or tap here to enter text.](#)

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

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

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

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The owner of 419 Livingston Avenue applied for a senior citizen - aged exemption. The property owner submitted the exemption application prior to the 2019 taxable status date. Due to clerical error, the office failed to enter the exemption in the property dataset. According to the supporting documentation, it appears the property owner meets the eligibility requirements for the exemption. The exemption is income based; the property owner is subject to a 50% exemption.

The property owner paid the 2020 property tax bill in full; therefore, I recommend a refund for \$490.38



Department of Taxation and Finance
Office of Real Property Tax Services

Application for Refund or Credit of Real Property Taxes

RP-556

(12/19)

Part 1 – General information: To be completed in duplicate by the applicant.

Names of owners Henrietta Hines		
Mailing address of owners (number and street or PO box) 419 Livingston Ave		Location of property (street address) 419 Livingston
City, village, or post office Albany	State NY	ZIP code 12206
Daytime contact number	Evening contact number	Tax map number of section/block/lot: Property Identification (see tax bill or assessment roll) 65.10-2-5
Account number (as appears on tax bill)	Amount of taxes paid or payable 980.77	Date of payment 01-31-2020
Reasons for requesting a refund or credit: Please see attached		

I hereby request a refund or credit of real property taxes levied by City of Albany for the year(s) 2020
(County, city, village, etc.)

Signature of applicant 	Date 6/18/20
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Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received 6/8/2020	Date warrant annexed
Last day for collection of taxes without interest 1/31/2020	Recommendation Approve application* <input checked="" type="checkbox"/> Deny application <input type="checkbox"/>
Signature of official 	Date 6/22/2020

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

Part 3 – For use by the tax levying body or official designated by resolution _____ : (insert number or date, if applicable)

Application approved (Mark an X in the applicable box):

Clerical error Error in essential fact Unlawful Entry

Amount of taxes paid \$980.77	Amount of taxes due \$490.39	Amount of refund or credit \$490.38
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Application denied (reason):

Signature of chief executive officer or official designated by resolution	Date
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CITY OF ALBANY
DEPARTMENT OF ASSESSMENT
24 EAGLE STREET-ROOM 302
ALBANY, NEW YORK 12207
TELEPHONE (518) 434-5155

KATHY SHEEHAN
MAYOR

TREY KINGSTON
CITY ASSESSOR

June 8, 2020

Re: Correction/Refund of Taxes for 419 Livingston

Property owner,

Henrietta Hines is the owner of 419 Livingston Avenue in Albany New York and has received the Aged exemption for many years. In 2019, Ms. Hines submitted the renewal application along with bank statements showing the amount of Social Security (which is Ms. Hines only source of income) received monthly in 2018. While we prefer to receive official Social Security documents when an applicant does not file taxes, the City will accommodate if no other records can be located and accept bank statements showing the amount received from Social Security.

Ms. Hines taxes are paid from an escrow account so she was not aware that her exemption was not applied until last week when her bank notified her that her account was low, due to her not receiving the Aged exemption.

Ms. Hines application postmarked February 2 and received February 4, 2019 but failed to appear on the assessment roll due to a clerical error in the Department of Assessment. We ask to have the exemption retroactively granted and therefore refunds be paid in the amount of excess taxes paid as a result of the error.

If you have any questions or concerns please contact me at 518-434-5155

Sincerely,
Trey Kingston, Assessor
City of Albany



CITY OF ALBANY - 2020 PROPERTY TAXES

FISCAL YEAR: 1/1/2020 to 12/31/2020	WARRANT: 12/31/2019	ESTIMATED COUNTY STATE AID: \$91,259,848	
BANK	BILL	TAX MAP NUMBER	
	211828	65.10-2-5	

MAKE CHECKS PAYABLE TO:
CITY OF ALBANY

TO PAY IN PERSON:
City Hall Room 110
24 Eagle Street
Albany, NY 12207
(518) 434-5035

PROPERTY INFORMATION:

ACCOUNT #: 15265
DIMENSION: 28.5 X 100
ROLL: 1
LOCATION: 419 Livingston Ave
SCHOOL: 010100

PROPERTY OWNER:
Hines Henrietta
419 Livingston Ave
Albany, NY 12206

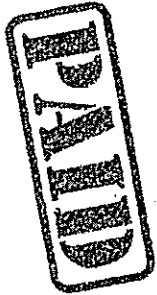
PROPERTY TAX PAYERS BILL OF RIGHT

If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill. The filing date for this assessment has passed.

41800 Aged 58% \$34,000

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE FROM PRIOR YEAR LEVY	TAXABLE VALUE OR UNITS	RATE	TAX AMOUNT
County Tax	17,676,006	1.5%	34,000	68.000	245.80
City Tax	58,850,000	0.5%	34,000	10.808400	784.97
TOTAL BASE TAXES DUE:					\$980.77

\$490.39



Date Paid	Amount Paid
1/31/2020	\$980.77
Tax Amount	Total Paid
\$980.77	\$980.77
Interest	
\$0.00	

TOTAL DUE: \$0.00



Department of Taxation and Finance
Office of Real Property Tax Services

RP-467-Rnw
(9/19)

Renewal Application for Partial Tax Exemption for Real Property of Senior Citizens

To be filed with your local assessor by taxable status date.

Do not file this form with the Office of Real Property Tax Services.

This form may only be used to apply for the partial tax exemption for real property of senior citizens. It may not be used to apply for the Enhanced STAR exemption, which is a separate exemption.

Name of applicant(s) <i>Denise L. Dines</i>			
Mailing address (number and street or PO box) <i>419 Livingston Ave 12206</i>		Location of property (street address) <i>419 Livingston Ave</i>	
City, village, or post office	State	ZIP code	City, village, or post office
Daytime contact number		Evening contact number	
Email address (optional)		School district	

1 Property identification (see tax bill or assessment roll)

Tax map number or section/block/lot *65.10-2-5*

2 Since filing your application last year, fully describe in the lines below any changes in:

- a title to the property (due to death, addition or deletion of owner);
- b legal residence or occupancy of the property (e.g. confinement of owner in hospital or nursing home, divorce, legal separation or abandonment by spouse); or
- c use of residence for other than residential purposes (store, office, farm, etc.).
- d Children of owners, tenants or leaseholders living on the premises attending public school grades pre-K-12; if so, give the name and location of the school or schools, and state whether such child or children were brought into the property in whole or in substantial part for the purpose of attending a particular school within the school district.

Mark an X in the box if there has been no change in items a, b, c, and d above

Explanation of changes that have occurred as indicated on line 2 (attach additional sheets if necessary).

3 Did the owner or spouse file a federal or New York State income tax return for the preceding year?

If Yes, attach a copy of the return(s) Yes No

RECEIVED

FEB 2 REC'D

Department Of
Assessment & Taxation
City Of Albany N.Y.

(continued)

4 Provide the income of each owner and spouse of each owner for the calendar year immediately preceding the date of application, except for an owner who is absent from the residence due to divorce, legal separation, or abandonment. Attach additional sheets if necessary. See Form RP-467-I, *Instructions for Form RP-467*, for income to be included.

Names of owner(s) and spouse(s)	Source of income	Amount of annual income
Kenneth Hayes	Social Security	12,252

4a Total income of owner(s) and spouse(s) (add all income sources)	4a	12,252
4b Of the income on line 4a, how much, if any, was used to pay for an owner's care in a residential health care facility? Attach proof of amount paid; enter 0 if not applicable (see instructions)	4b	
4c Subtract line 4b from line 4a	4c	

5 If a deduction for unreimbursed medical and prescription drug expenses is authorized by any of the municipalities in which property is located (contact assessor for information), complete the following:

5a Unreimbursed medical and prescription drug costs (be sure to deduct any amounts reimbursed by insurance)	5a	
5b Subtotal income of owner(s) and spouse(s) (line 4c minus line 5a)	5b	

6 If a deduction for veteran's disability compensation is authorized by any of the municipalities in which the property is located, complete the following:

Veteran's disability compensation received. Attach proof; enter 0 if not applicable	6	
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7 Total income of owner(s) and spouse(s) (line 5b subtotal minus line 6)	7	
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8 Certification

I (we) certify that all statements made on this application are true and correct to the best of my (our) belief. I (we) understand that any willful false statement of material fact will be grounds for disqualification from further exemption for a period of five years, and a fine of not more than \$100.

Signature (If more than one owner, all must sign)	Marital status	Phone number	Date
Kenneth Hayes	Single		2-3-19

This Area for Assessor's Use Only

Date renewal application filed: _____

Approved Disapproved

Exemption applies to taxes levied by or for:

City/Town _____ % County _____ %

School _____ % Village _____ %

Assessor's signature	Date
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Your **monthly payment amount can change** depending on the types of benefits you receive, as well as any adjustments in your premiums or deductions.

Showing 25 to 26 of 26 entries

Page of 3

Date	Payment Type	Amount
07/03/2018	Social Security (Disability)	\$1,021.00
06/01/2018	Social Security (Disability)	\$1,021.00


Showing 25 to 26 of 26 entries

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[Learn about replacing your Tax Form SSA-1099/SSA-1042S](#)

Payment Method: Direct Deposit

Your monthly payments will be deposited to your account automatically.

 [Print this page](#)

RESOLUTION NO. 273

AUTHORIZING THE REFUND OF REAL PROPERTY TAXES IN THE CITY OF ALBANY

Introduced: 8/10/20
By Audit and Finance Committee:

WHEREAS, This Legislative Body has received one application from the Director of the Real Property Tax Service Agency for refund of real property taxes, and

WHEREAS, The application has been investigated by the Director who recommends to this Honorable Body that the Tax Roll involved be corrected, and refund be made pursuant to RPTL §556, now, therefore be it

RESOLVED, By the Albany County Legislature that the listed Tax Roll for the City of Albany be corrected and refund be made with respect to the following parcel of real property:

<u>APPLICANT</u>	<u>DESCRIPTION OF REAL PROPERTY AS SHOWN ON TAX ROLL OR BILL</u>	<u>AMOUNTS</u>
Trey Kingston Assessor	419 Livingston Ave Tax Map No. 65.10-2-5 2020 Collection	\$490.38

and, be it further

RESOLVED, Said correction shall be in accordance with Form RP-556 as submitted with favorable recommendations by the Director in accordance with the provisions of the New York State Real Property Tax Law, 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.