

County of Albany

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



Meeting Agenda

Tuesday, December 21, 2021

6:00 PM

Held Remotely

Audit and Finance Committee

CURRENT BUSINESS:

1. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE REGARDING THE HIGHWAY SAFETY PROGRAM
2. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES REGARDING DISCOVERY COMPENSATION FUNDS
3. AUTHORIZING THE DISTRIBUTION OF MORTGAGE TAXES FOR THE PERIOD APRIL 1, 2021 THROUGH SEPTEMBER 30, 2021
4. AMENDING RESOLUTION NO. 312 FOR 2018, AS AMENDED, REGARDING CONSTRUCTION SERVICES AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER
5. AMOUNTS LEVIED FOR THE SEWER DISTRICT NO. 1 IN THE TOWN OF BERNE
6. AMOUNTS LEVIED FOR THE FIRE AND AMBULANCE DISTRICTS IN THE TOWN OF BERNE
7. AMOUNTS LEVIED FOR FIRE, WATER, SEWER, LIGHTING AND AMBULANCE DISTRICTS IN THE TOWN OF BETHLEHEM
8. AMOUNT LEVIED FOR UNPAID WATER AND SEWER CHARGES IN THE BETHLEHEM WATER DISTRICT
9. AMOUNT LEVIED FOR FIRE DISTRICTS IN THE TOWN OF COEYMANS
10. AMOUNT LEVIED FOR UNPAID WATER AND SEWER CHARGES IN THE TOWN OF COEYMANS
11. AMOUNTS LEVIED FOR FIRE, WATER, SEWER, LIGHTING, REFUSE AND GARBAGE COLLECTION DISTRICTS IN THE TOWN OF COLONIE
12. AMOUNT LEVIED FOR UNPAID WATER CHARGES IN THE LATHAM WATER DISTRICT TOWN OF COLONIE

13. AMOUNTS LEVIED FOR FIRE, AMBULANCE, WATER, LIGHTING AND SEWER DISTRICTS IN THE TOWN OF GUILDERLAND
14. AMOUNT LEVIED FOR UNPAID WATER CHARGES IN THE GUILDERLAND WATER DISTRICT
15. AMOUNTS LEVIED FOR FIRE AND LIGHTING DISTRICTS IN THE TOWN OF KNOX
16. AMOUNT LEVIED FOR BERNE FIRE DISTRICT IN THE TOWN OF KNOX
17. AMOUNT LEVIED FOR THE FIRE PROTECTION, AMBULANCE, LIGHTING, WATER AND SEWER DISTRICTS IN THE TOWN OF NEW SCOTLAND
18. AMOUNTS LEVIED FOR UNPAID WATER AND SEWER CHARGES IN THE TOWN OF NEW SCOTLAND
19. AMOUNT LEVIED FOR FIRE AND LIGHTING DISTRICTS IN THE TOWN OF RENSSELAERVILLE
20. AMOUNT LEVIED FOR UNPAID WATER AND SEWER CHARGES IN RENSSELAERVILLE WATER AND SEWER DISTRICT NO. 1
21. AMOUNT LEVIED FOR FIRE, LIGHTING AND WATER DISTRICTS IN THE TOWN OF WESTERLO
22. AMOUNT LEVIED FOR UNPAID WATER CHARGES IN THE TOWN OF WESTERLO FOR WATER DISTRICT NO. 1
23. AMOUNTS TO BE LEVIED AND ASSESSED FOR HIGHWAYS, BRIDGES AND MISCELLANEOUS HIGHWAY PURPOSES IN THE TOWNS
24. AMOUNT LEVIED TO PAY TOWN BUDGETS
25. RE-LEVY OF UNPAID SCHOOL TAXES
26. RE-LEVY OF UNPAID VILLAGE TAXES
27. AUTHORIZING THE LEVY UPON THE CITY OF ALBANY PROPERTY OF THE AMOUNT NEEDED FOR VARIOUS PURPOSES

28. AMOUNT LEVIED FOR UNPAID WATER AND SEWER CHARGES IN THE CITY OF WATERVLIET
29. AUTHORIZING THE LEVY UPON THE CITY OF WATERVLIET PROPERTY OF THE AMOUNT NEEDED FOR VARIOUS PURPOSES
30. AMOUNTS LEVIED FOR MUNICIPAL CHARGES FOR VARIOUS CITIES AND TOWNS
31. ADOPTION OF TABLE OF EQUALIZATION FOR THE ASSESSMENT YEAR 2021 COUNTY TAX YEAR 2022
32. ADOPTION OF PARTIAL TAX EXEMPTIONS AND AMOUNTS DETERMINED AS THE ASSESSED VALUATION OF REAL PROPERTY AS BASIS OF EQUALIZATION
33. ADOPTING COUNTY EQUALIZATION RATES FOR 2021 FOR THE CITIES AND TOWNS WITHIN THE COUNTY OF ALBANY
34. AUTHORIZING LEVIES FOR DEBIT AND CREDIT BALANCES
35. AMOUNTS LEVIED FOR COURT ORDERED REFUNDS AND COUNTY TAXES
36. TAXES TO BE APPROPRIATED AND LEVIED UPON THE SEVERAL CITIES AND TOWNS IN THE COUNTY FOR VARIOUS PURPOSES AND FOR SPECIAL DISTRICT TAXES IN THE TOWNS
37. APPROVAL OF EXTENSION IN TAX ROLLS, OF FORM, AND AMOUNTS IN TAX WARRANTS AND AUTHORIZING THEIR EXECUTION
38. DESIGNATING A CERTIFYING OFFICER REGARDING THE NEW YORK STATE HOMES AND COMMUNITY RENEWAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM



P. DAVID SOARES
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
COUNTY COURT HOUSE
ALBANY, NEW YORK 12207
(518) 487-5460
(518) 487-5093 - FAX

DAVID M. ROSSI
CHIEF ASSISTANT DISTRICT ATTORNEY

CHERYL K. FOWLER
DEPUTY CHIEF ASSISTANT DISTRICT
ATTORNEY

December 6, 2021

Brandon Russell, Majority Counsel
Albany County Legislature
112 State Street, Rm. 700
Albany, N.Y. 12207

Arnis Zilgme, Minority Counsel
Albany County Legislature
112 State Street, Rm. 1360
Albany, N.Y. 12207

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney. The attached resolution seeks permission to:

- Accept funding from Governor's Traffic Safety Highway Safety Program; and
- Accept funding from NYS DCJS for Discovery Compensation.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 275-4706.

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney

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

REQUEST FOR LEGISLATIVE ACTION

DATE: December 6, 2021
DEPARTMENT: Office of the District Attorney
 Contact Person: Heather Orth
 Telephone: 275 4704
 Dept. Representative Attending
 Committee Meeting: District Attorney David Soares and/or Heather Orth

PURPOSE OF REQUEST:

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

Permission to submit an application and receive funds from the New York State's Highway Safety Program

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

Contract Terms/Conditions:

Party (Name/Address):
New York State Governor;s Traffic Safety

Committee
6 Empire State Plaza, Room 410B
Albany, NY 12228

Amount/Rate Schedule/Fee:
\$131,650

Scope of Services: The funds will be used to reduce the number of crashes, injuries and deaths on New York's Roads.

Contract Funding:

Anticipated in Current Budget: Yes ___ No X
 Funding Source: Federal Funds

CONCERNING ALL REQUESTS:

Mandated Program/Service: Yes ___ No X
 If Mandated Cite: Authority _____
 Anticipated in Current Adopted Budget: Yes X No ___

RESOLUTION NO. 393

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

Introduced: 11/9/20

By Law Committee:

WHEREAS, The Albany County District Attorney has requested authorization to enter into an agreement with the New York State Governor's Traffic Safety Committee regarding the Highway Safety Program in the amount of \$131,650 for the term commencing October 1, 2020 and ending September 31, 2021, and

WHEREAS, The District Attorney indicated that the funding will be used to reduce the number of crashes, injuries, and deaths on County roads, 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 Highway Safety Program in the amount of \$131,650 for the term commencing October 1, 2020 and ending September 31, 2021, and, be it further

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

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

Adopted by unanimous vote - 11/9/20

Ms. Plotsky abstained.



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

June 15, 2021

Heather Orth
Chief of Staff
Albany County District Attorney
6 Lodge St
Albany, NY 12207-2111

Re: HS1-2022-Albany Cty DA-00163-(001)
Highway Safety Grant 2021/2022 for Albany County DA
C002574
CFDA #: 20.616
EFFECTIVE DATE: October 1, 2021

Dear Chief of Staff Heather Orth:

On behalf of the Governor's Traffic Safety Committee (GTSC), I am pleased to notify you that the Albany County District Attorney has been awarded \$131,650 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>. **All applicants must be registered in the System for Award Management (SAM) and remain in an active status.**

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

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: Heather Orth
Cecilia Walsh



Department of
Motor Vehicles

RESOLUTION NO. 516

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

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Albany County District Attorney has requested authorization to enter into an agreement with the New York State Governor's Traffic Safety Committee regarding the Highway Safety Program in the amount of \$131,650 for the term commencing October 1, 2021 and ending September 31, 2022, and

WHEREAS, The District Attorney indicated that the funding will be used to reduce the number of crashes, injuries, and deaths on County roads, 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 Highway Safety Program in the amount of \$131,650 for the term commencing October 1, 2021 and ending September 31, 2022, 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.



P. DAVID SOARES
DISTRICT ATTORNEY

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December 6, 2021

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Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney. The attached resolution seeks permission to:

- Accept funding from Governor's Traffic Safety Highway Safety Program; and
- Accept funding from NYS DCJS for Discovery Compensation.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 275-4706.

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney

FOR COUNSEL USE ONLY

Date Received: _____
Received By: _____
Method: Hand: _____
Courier: _____
Mail: _____

REQUEST FOR LEGISLATIVE ACTION

DATE: December 6, 2021

DEPARTMENT: Office of the District Attorney

Contact Person: Heather Orth

Telephone: 275 4704

Dept. Representative Attending

Committee Meeting: District Attorney David Soares and/or Heather Orth

PURPOSE OF REQUEST:

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

Permission to submit an application and receive funds from the New York State Division of Criminal Justice Services

CONCERNING CONTRACT AUTHORIZATION (Cont'd)

STATE THE FOLLOWING:

Contract Terms/Conditions:

Party (Name/Address):

New York State DCJS

80 South Swan Street

Albany, NY 12210

Amount/Rate Schedule/Fee:

\$1,379.542

Scope of Services: The funds will be used to support implementation of discovery and bail reforms that took place January 1, 2020.

Contract Funding:

Anticipated in Current Budget: Yes X No ___

Funding Source: State Funds

CONCERNING ALL REQUESTS:

Mandated Program/Service: Yes X No ___

If Mandated Cite: Authority _____

Anticipated in Current Adopted Budget: Yes X No ___

If yes, indicate Revenue/Appropriation Accounts: A91165 - 03389



Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Table with 2 columns: Field Name and Value. Fields include Grantee/Contractor (Albany County), Date (February 9, 2021), Program Name (Criminal Justice Discovery Reform Grant), Award Amount (\$1,379,542), Name of Official (Daniel McCoy), and Project ID No. (DG20-1000-D00). Includes a section for 'Criminal Justice Discovery Reform Grant - Additional Information' with detailed text about funding conditions and submission requirements.

RESOLUTION NO. 517

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES REGARDING DISCOVERY COMPENSATION FUNDS

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Albany County District Attorney has requested authorization to enter into an agreement with the New York State Department of Criminal Justice Services regarding the receipt of discovery compensation funds in the amount of \$1,379,542 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The District Attorney indicated that the funding will be used to support the implementation of the 2020 New York State discovery and bail legislative reforms, 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 Department of Criminal Justice Services regarding the receipt of discovery compensation funds in the amount of \$1,379,542 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

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

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



Department of Taxation and Finance

November 4, 2021

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

Re: Semi-Annual Report for the period April 1, 2021 through September 30, 2021.

Dear Mr. Hidley,

Your joint Semi-Annual Report, NY Form AU-202, which we received on November 3, 2021 is approved. The net amount of \$5,594,942.58 due to the respective tax districts is recognized. The report may be submitted to your County Legislative Body for their action, pursuant to Section 261 of the Tax Law.

Sincerely yours,

Joseph Mayer

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

New York State Mortgage Tax Semi-Annual Report

Part II

County of Albany for the period:

4/1/2021

through

9/30/2021

Cash Statement for Taxes Collected Pursuant to Article 11

DISTRIBUTION STATEMENT: Columns 1 through 5: The taxes collected shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and to correct errors are recorded in columns 3 and 4 respectively. Authority for these additions and deductions is given by the orders of the Tax Department noted on the bottom of this part.

CREDIT STATEMENT: Column 6: This column is the net amount due each tax district, for which the County of Albany shall issue its warrants.

1 Tax Districts	2 Taxes Collected	3 Additions*	4 Deductions*	5 Amount of "Taxes Collected" as adjusted and corrected	6 Net Amount due each tax district
City of Albany	\$ 1,209,662.50			\$ 1,209,662.50	\$ 1,187,631.62
Town of Berne	\$ 57,873.00			\$ 57,843.00	\$ 56,789.54
Town of Bethlehem	\$ 705,825.11			\$ 705,825.11	\$ 692,970.33
Town of Coeymans	\$ 113,224.54			\$ 113,224.54	\$ 111,162.45
City of Cohoes	\$ 209,743.59			\$ 209,743.59	\$ 205,923.65
Town of Colonie	\$ 2,003,417.00			\$ 2,003,417.00	\$ 1,966,929.93
Town of Green Island	\$ 19,367.50			\$ 19,367.50	\$ 19,014.77
Town of Guilderland	\$ 877,560.01			\$ 877,560.01	\$ 861,577.52
Town of Knox	\$ 41,602.64			\$ 41,602.64	\$ 40,844.96
Town of New Scotland	\$ 250,930.18			\$ 250,930.18	\$ 246,360.13
Town of Rensselaerville	\$ 33,265.65			\$ 33,265.65	\$ 32,659.80
City of Watervliet	\$ 124,957.52			\$ 124,957.52	\$ 122,681.74
Town of Westerlo	\$ 51,331.00			\$ 51,331.00	\$ 50,396.14
Total tax districts: 13					
TOTALS:	\$ 5,698,730.24	\$ -	\$ -	\$ 5,698,730.24	\$ 5,594,942.58

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

RESOLUTION NO. 518

AUTHORIZING THE DISTRIBUTION OF MORTGAGE TAXES FOR THE PERIOD APRIL 1, 2021 THROUGH SEPTEMBER 30, 2021

Introduced: 12/21/21
By Audit and Finance Committee:

WHEREAS, The joint report of the Albany County Division of Finance and the County Clerk of Albany County showing the collection of mortgage taxes for the period of April 1, 2021 through September 30, 2021 shows the Albany County Division of Finance has on hand for distribution the sum of \$5,594,942.58 which has been apportioned in the following manner:

Cities and Towns

City of Albany	\$1,187,631.62
City of Cohoes	205,923.65
City of Watervliet	122,681.74
Town of Berne	56,789.54
Town of Bethlehem	692,970.33
Town of Coeymans	94,840.33
Town of Colonie	1,836,903.65
Town of Green Island	14,261.08
Town of Guilderland	845,948.91
Town of Knox	40,844.96
Town of New Scotland	218,065.03
Town of Rensselaerville	32,659.80
Town of Westerlo	<u>50,396.14</u>
TOTAL	\$5,399,916.78

and

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

Villages

Village of Ravena	\$16,322.12
Village of Colonie	80,856.27
Village of Menands	49,170.01
Village of Green Island	4,753.69
Village of Altamont	15,628.61

Village of Voorheesville

TOTAL

28,295.10
\$195,025.80

now, therefore be it

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

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



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

December 8, 2021

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 amend the Jersen Construction contract to December 31, 2022 which will permit them to complete the outstanding punch list items.

There will be no additional cost to Shaker Place Rehabilitation and Nursing Center, this contract amendment is for a contract extension only.

We thank you for your consideration in approving this extension.

Sincerely,

Larry I. Slatky
Executive Director

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





County of Albany

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

Legislation Text

File #: TMP-2956, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Jersen Construction Company Extension of Contract Term

Date:	December 8, 2021
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

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):

Jersen Construction
6 Industry Drive
Waterford, New York 12188

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$69,400,000.

Scope of Services: Jersen Construction to renovate and newly construct Shaker Place Rehabilitation and Nursing Center as per the architectural plans of Angerame Architects.

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: HNN8

Appropriation Amount: \$69,400,000.

Source of Funding - (Percentages)

Federal: 0

State: 0

County: 100

Local: 0

Term

Term: (Start and end date) 6/1/2018-12/31/2022

Length of Contract: 55 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: 312

Date of Adoption: 7/10/2018

Justification: (state briefly why legislative action is requested)

Jersen Construction has completed the renovation and new construction project, however, there are still punch list and warranty items that are in need of completion. In order for this work to be completed and Jersen Construction to be paid from the retention appropriation account, their contract needs to be extended. There will be no additional cost to this contract, this RLA submission is for a date change only.

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND JERSEN CONSTRUCTION CORP., LLC
FOR GENERAL CONSTRUCTION WORK
ON THE ALBANY COUNTY NURSING HOME RENOVATION PROJECT

PURSUANT TO RES. NO. 312 FOR 2018, ADOPTED JULY 9, 2018

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and Jersen Construction Corp., LLC, a New York limited liability company, with its principal place of business located at 6 Industry Drive, Waterford, New York 12188 (hereinafter called the "Contractor" and, together with the County, may be referred to herein as the "[p]arties").

WITNESSETH:

WHEREAS, the County has a need for general construction work related to the Albany County Nursing Home Renovation Project (hereinafter called the "NH Renovation Project" or "[P]roject"); and

WHEREAS, the County has issued a request for bids for the aforesaid general construction work, said request having been denominated RFB #2018-033 (hereinafter called the "RFB"), and the RFB having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on March 9, 2018, and published on March 15, 2018; and

WHEREAS, the Purchasing Division has issued ten (10) addenda to the RFB, the first on March 20, 2018 (hereinafter called the "Addendum #1"), the second on March 21, 2018 (hereinafter called the "Addendum #2"), the third on March 29, 2018 (hereinafter called the "Addendum #3"), the fourth on March 29, 2018 (hereinafter called the "Addendum #4"), the fifth on April 5, 2018 (hereinafter called the "Addendum #5"), the sixth on April 19, 2018 (hereinafter called the "Addendum #6"), the seventh on April 20, 2018 (hereinafter called the "Addendum #7"), the eighth on April 26, 2018 (hereinafter called the "Addendum #8"), the ninth on May 1, 2018 (hereinafter called the "Addendum #9"), and the tenth on May 1, 2018 (hereinafter called the "Addendum #10," and, collectively with Addendum #1 through Addendum #9, may be referred to as the "Addenda" herein); and

WHEREAS, the Contractor has submitted a bid on May 3, 2018 to provide the aforesaid general construction work (hereinafter called the "Bid"); and

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

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Contractor regarding the aforesaid general construction work by Resolution No. 312 for 2018, adopted July 9, 2018; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, including the Drawings, Plans and Specifications, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively referred to as "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum #10; 3) the Addendum #9; 4) the Addendum #8; 5) the Addendum #7; 6) the Addendum #6; 7) the Addendum #5; 8) the Addendum #4; 9) the Addendum #3; 10) the Addendum #2; 11) the Addendum #1; 12) the RFB, including the Drawings, Plans and Specifications; 13) the Bid.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Contractor shall provide all of the general construction work, and meet all of the requirements and provisions, described in the RFB, **including, but not limited to, that described in the Project Specifications, consistent with the Addenda**, and as requested by the County (hereinafter called the "work"). The work, includes, but is not limited to, the Contractor:

2.1.1 Providing any and all equipment, supplies, labor, materials and incidentals necessary to perform all the work, and, in addition, as requested by the County;

2.1.2 Coordinating with Angerame Architects, P.C., the County's architectural and engineering consultant regarding the scope of services (hereinafter called the "Engineer"), Gilbane Building Company, the County's construction management services consultant regarding the scope of services, and the administration at the Albany County Nursing Home, said coordination to occur before, during and after performing the work;

2.1.3 Following the County's interpretation of the plans, specifications, terms and conditions, said interpretation being final and binding upon the Contractor;

2.1.4 If the Owner elects to proceed on the basis of a described alternate, making all modifications to the work required in furnishing and installing the selected alternative, at no additional cost to the Owner other than as proposed in the Bid;

2.1.5 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION; and

2.1.6 Following all programs and standards of the United States Department of Health and Human Services, the United States Centers for Medicare and Medicaid Services (CMS) and the New York State Department of Health (DOH), consistent with the registrations the Nursing Home has and maintains.

2.2 In addition to what is described in paragraph 2.1 above, the Contractor shall:

2.2.1 Start work immediately after receipt of a Notice to Proceed;

2.2.2 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely manner;

2.2.3 Limit use of premises to work in areas indicated and not disturb portions of the Project site beyond areas in which the work is indicated;

2.2.4 Maintaining a safe environment for residents, staff and visitors, which shall include, but not be limited to, following the New York State Public Employee Safety and Health (PESH) program and standards, and protecting adjacent areas from dust and debris resulting from construction activities. All adjacent areas shall be left suitable for use and occupancy by the public before and after scheduled construction is complete for that day;

2.2.5 Cooperate with Owner during construction operations to minimize conflicts and facilitate continued usage of the work space, performing the work so as not to interfere with Owner and public's day-to-day operations;

2.2.6 Maintain existing exits, unless otherwise indicated, maintain access to existing walkways, corridors, and other adjacent occupied or used facilities, keep open and unobstructed all walkways, corridors, or other occupied or used facilities unless receiving written permission from Owner or the Construction Manager; and

2.2.7 Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

2.3 As it relates to Project Administration, the parties, including the Engineer, shall use the following, or similar, American Institute of Architects (AIA) documents:

AIA Document G701 – 1992 Change Order;
 AIA Document G702 – 2009 Application and Certificate for Payment –together with- County of Albany Claim Form;
 AIA Document G703 – 1992 Continuation Sheet;
 AIA Document G704 – 1992 Certificate of Substantial Completion;
 AIA Document G706 – 1994 Contractor’s Affidavit of Payment of Debts and Claims;
 AIA Document G706A – 1994 Contractor’s Affidavit of Release of Liens;
 AIA Document G707 – 1994 Consent of Surety to Final Payment;
 AIA Document G709 – 2001 Work Changes Proposal Request;
 AIA Document G710 - 1992 Architect’s Supplemental Instructions;
 AIA Document G714 – 1992 Construction Change Directive; and

2.4 The Contractor shall obtain necessary permits from Albany County Department of Code Enforcement, no permit fee required.

2.5 The Contractor shall not perform any work beyond that set forth or described in the RFB and Addenda (hereinafter called “extra work”) unless it has obtained prior written approval from the Engineer, in accordance with the procedure described in Article 28, below.

2.6 The Contractor warrants the labor and materials it provides in accordance with that described in the RFB, consistent with the conditions stated therein or stated in the Addenda, and shall provide the manufacturers’ warranties described in the RFB. The warranty period begins to run from the date of substantial completion, as determined by the County.

2.7 The quality of service the Contractor renders shall be subject to inspection by the County at any time. Inspection by the County shall not relieve the Contractor of the responsibility for following all Drawings and Plans, meeting all Project Specifications or performing the work in a safe manner.

2.8 The Contractor shall render all work and services in a professional and workmanlike manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed SIXTY NINE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$69,400,000.00), as full compensation for all labor, materials, equipment, supplies and services rendered under this Agreement, said dollar amount being equal to the Lump Sum Base Bid in the amount of SIXTY FIVE MILLION NINE HUNDRED THOUSAND AND 00/100

DOLLARS (\$65,900,000.00), plus a contingency allowance in the amount of THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,500,000.00).

3.2 The parties agree that the compensation dollar amounts described in Paragraph 3.1 shall be adjusted to reflect any and all alternate work that the County selects, and the Contractor performs, and that said adjustments shall be based on the deduct alternate amounts contained in the Bid.

3.3 The dollar amounts and pricing contained in the Bid, including the unit prices, shall remain in effect for the term of the Agreement, including any extensions.

ARTICLE 4. PAYMENT

4.1 Payment shall be made to the Contractor by the County upon the Contractor's submission to the Construction Manager of all properly executed forms, including an Albany County Claim Form, plus all supporting documentation required by the RFB or Addenda, subject to the Engineer's and Construction Manager's review and approval. Supporting documentation shall include, but not be limited to, the following: invoices which are broken down by schedule of values and allocated to the appropriate bond.

4.2 Upon approval by the County, and in accordance with the provisions of this Article, the County shall promptly pay Claim Forms/Applications for Payment less an amount necessary to satisfy any claims, liens or judgments against Contractor that have not been suitably discharged. Any claims, liens and judgments referred to in this paragraph shall pertain to the project and shall be filed in accordance with the terms of the applicable contract and/or applicable laws.

4.3 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project and which previously have been approved by the County for such payment.

4.4 No Estimate on Contractor's Non-Compliance: It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative, remains in noncompliance, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction has been fully and satisfactorily complied with.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall continue in effect through completion of the work as determined by the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

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

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

ARTICLE 7. ASSIGNMENT

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

7.2 The Contractor shall inform the Construction Manager, the Engineer and the County of all subcontractors it intends to use on the Project. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. RELATIONSHIP

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

ARTICLE 12. INDEMNIFICATION

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

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW; DISPUTE RESOLUTION

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

14.2 The parties agree that the Engineer has unlimited discretion to decide any and all questions related to the work required to be provided by the Contractor under this Agreement, and payments required to be made to the Contractor by the County for said work, and that the Engineer's decision shall be binding on all parties.

14.3 The parties also agree that the County has unlimited discretion to determine any and all questions related to additional compensation for extra work as decided by the Engineer, and that the County's determination shall be binding on all parties.

14.3 The parties further agree that judicial review of any decision by the Engineer regarding work or payments, or any determination by the County regarding additional compensation, is limited to the commencement of a lawsuit within 21 days of the Engineer's decision, filed in Supreme Court, Albany County, New York, and subject to the procedures and laws applicable in that court.

ARTICLE 15. RECORDS

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

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

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

ARTICLE 16. INSURANCE; BONDS

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A, attached hereto and made a part hereof. The insurance policies shall name the County and Gilbane Building Company each as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver

and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

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

16.4 In addition to the insurance policies described in Paragraphs 16.1 through 16.3 above, the Contractor shall provide the County with a performance bond and a payment bond, each in the amount of SIXTY NINE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$69,400,000.00), prior to commencing any work described in this Agreement.

ARTICLE 17. PREVAILING WAGE RATES AND SUPPLEMENTS

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

ARTICLE 18. NO WAIVER OF PERFORMANCE

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

ARTICLE 19. MODIFICATION

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

ARTICLE 20. EXECUTION OF DOCUMENTS

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

ARTICLE 21. HEADINGS – CONSTRUCTION

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

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

ARTICLE 24. ENTIRE AGREEMENT

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

ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

25.1 The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007, and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and understands that any non-compliance by the County will not diminish, eliminate or lessen the Contractor's own liability.

25.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

ARTICLE 26. APPRENTICESHIP TRAINING REQUIREMENTS

26.1 Due to its prime contractor role on the Project, an Albany County construction project totaling more than \$250,000, Albany County Res. No. 70 for February 10, 2003 and Res. No. 251-a for September 12, 2011 (hereinafter called the "Apprenticeship Resolutions") required the Contractor to provide, at the time of submitting the Bid, documentation of its participation in an apprenticeship training program(s) approved by the NYS Department of Labor for all work it intends to self-perform. The parties agree that the Contractor provided said apprenticeship documentation regarding work the Contractor intends to self-perform.

26.2 In addition to the apprenticeship requirements for prime contractors, because the Apprenticeship Resolutions would also require all subcontractors, if any, the Contractor uses on the Project to have apprenticeship training programs approved by the NYS Department of Labor, in the event the Contractor uses one or more subcontractors to perform work on the Sixth Floor Renovation Project, the Contractor shall only use subcontractors that have apprenticeship training programs approved by the NYS Department of Labor (hereinafter called the "apprenticeship subcontractors").

26.3 Any failure by the Contractor to uphold the apprenticeship training requirements required by the Apprenticeship Resolutions, including, but not limited to, using subcontractors to perform work on the Project who do not have apprenticeship training programs approved by the NYS Department of Labor, shall constitute a default under this Agreement and shall result in the County finding the Contractor to be a non-responsible contractor for purposes of future bidding under N.Y. General Municipal Law.

ARTICLE 27. NO DAMAGES FOR DELAY

27.1 Time is of the essence with this Agreement. The Contractor shall meet all completion dates for the Project, as set by the County and/or Gilbane Building Company.

27.2 The County shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the County for delays shall be the allowance of additional time for completion of the work, the amount of which shall be subject to the Dispute Resolution procedure described in Article 14, above. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the County or any consultant engineer, including scheduling and coordination of the work; the preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, by the County or any other contractor on the Project, whether or not foreseeable or anticipated. The Contractor

agrees that its sole right and remedy therefore shall be an extension of time, if appropriate. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE COUNTY BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

ARTICLE 28. EXTRA WORK

28.1 If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County, in writing, of that opinion. Such notice shall be given prior to performing such work that allegedly entitles the Contractor to additional compensation and no later than seven (7) days from when the Contractor knew or should have known of its claim for additional compensation. This notice is in addition to any other notice required under the Contract Documents. In the event that such written notice is not timely given by the Contractor, the Contractor shall not be entitled to any additional compensation for such work.

28.2 The Engineer, after consultation with the Construction Manager, shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the Engineer decides such work does constitute extra work, the County shall provide additional compensation to the Contractor on a negotiated basis, as determined by the County. Any decision by the Engineer regarding extra work, and any determination by the County regarding additional compensation, shall be binding on the parties.

28.3 The parties agree that any disputes regarding claims for extra work and/or additional compensation for extra work, shall be resolved solely by the Dispute Resolution procedure described in Article 14, above.

ARTICLE 29. SUBCONTRACTORS

Any subcontractor of the Contractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 30. MISCELLANEOUS PROVISIONS

30.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), the Project Labor Agreement (per its Letter of Assent) and all other policies and procedures contained in the RFB.

30.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor

shall give the County thirty (30) days written notice in advance of such event.

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

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

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

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

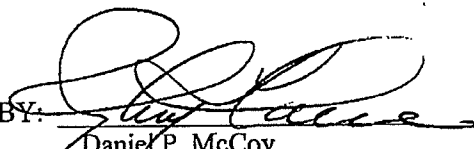
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SIGNATURE PAGE FOLLOWS.

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

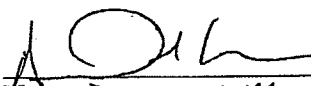
COUNTY OF ALBANY

DATED: 7/31/17

BY: 
Daniel P. McCoy
County Executive
or
Philip Calderone
Deputy County Executive

JERSEN CONSTRUCTION CORP., LLC

DATED: 7/30/18

BY: 
Name: DAVID MINEAU
SR PROJECT MANAGER
Title:


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

On the ___ day of _____, 2018, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

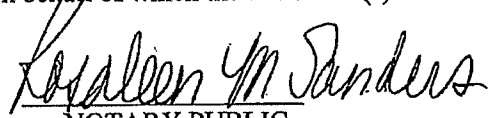
On the 31st day of July, 2018, before me, the undersigned, personally appeared Philip Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



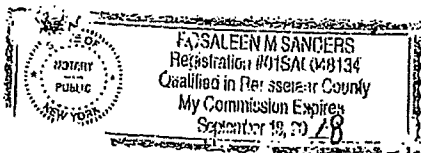
NOTARY PUBLIC
GENIA K. CONDON
Notary Public, State of New York
No. 4969817
Qualified in Albany County
Commission Expires July 23, 2020

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

On the 30 day of July, 2018, before me, the undersigned, personally appeared David A. Mureau personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC



SCHEDULE A
INSURANCE COVERAGE

- 1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
- 2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.
- 3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:
 - i. Commercial General Liability:
 - \$4,000,000 General Aggregate Limit (other than products-completed operations);
 - \$4,000,000 Products-Completed Operations Aggregate Limit;
 - \$2,000,000 Personal and Advertising Liability;
 - \$2,000,000 Each Occurrence Limit;
 - \$1,000,000 Fire Legal Liability;
 - \$ 10,000 Medical Expense Limit (each person);
 - \$1,000,000 Employee Benefit Liability;
 - ii. Excess Umbrella Liability:
 - \$5,000,000 Per Occurrence;
 - \$5,000,000 Annual Aggregate.
- 4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the N.Y. Disability Benefits Law (DBL).



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) JERSEN CONSTRUCTION GROUP, LLC 6 INDUSTRY DRIVE WATERFORD, NY 12188</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 5182330600</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 26-1479465</p>
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<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) ALBANY COUNTY OFFICE BUILDING 112 STATE STREET ALBANY, NY 12207-2021</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" R14841-000</p> <p>3c. Policy effective period 1/1/2016 to 7/29/2019</p>
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4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named Insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 7/30/2018 By *Beth J. J. [Signature]*
(Signature of Insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

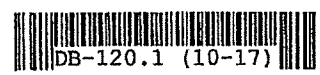
**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NEW YORK PRIMARY AND NON-CONTRIBUTORY EN-
DORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Additional Insured(s): As required by written contract & provided by the "Controlling Underlying Insurance".</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. **Insuring Agreement of Section I - Coverages.**

B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in **Section II - Limits Of Insurance.**

This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.

C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. **Other Insurance** under **Section III - Conditions** is deleted and replaced by the following:

Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.

When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

COMMERCIAL EXCESS LIABILITY
CXE NY 11 30 03 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NEW YORK PRIMARY AND NON-CONTRIBUTORY EN-
DORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

<p>Designated Additional Insured(s): As required by written contract & provided by the "Controlling Underlying Insurance".</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A.** This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. **Insuring Agreement of Section I – Coverages.**
- B.** This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in **Section II - Limits Of Insurance.**
- This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.
- C.** With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. **Other Insurance under Section III – Conditions** is deleted and replaced by the following:
- Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.
- When this insurance is excess, we will have no duty to defend the Insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.
- When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - 2) The total of all deductible and self-insured amounts under all that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**NEW YORK PRIMARY AND NON-CONTRIBUTORY EN-
DORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Designated Additional Insured(s): As required by written contract & provided by the "Controlling Underlying Insurance".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. This endorsement applies only to the designated additional insured(s) specifically listed in the Schedule above and for whom coverage is provided in this policy under Paragraph 1.d. **Insuring Agreement of Section I - Coverages.**

B. This policy will provide coverage on a primary basis for the designated additional insured listed in the Schedule above, and will not seek contribution from any of the additional insured's other insurance policy(ies), only if you have agreed in a written contract with such entity to provide additional insured coverage on a primary and non-contributory basis. Regardless of the limits of insurance afforded under this policy, this provision applies only to the extent of the limits of insurance required by the terms of the contract and applicable to this policy. In no event will this policy pay more than the applicable limits of insurance as described in **Section II - Limits Of Insurance.**

This policy will be primary and non-contributory only if the applicable "controlling underlying insurance" provides such primary and non-contributory coverage specifically for the designated additional insured listed in the Schedule, and only once the applicable limits of "controlling underlying insurance" have been exhausted by such policy's obligation to pay judgments, settlements and other expenses as applicable.

C. With respect to the designated additional insured specifically listed in the Schedule above, and only for the coverage provided by this endorsement, paragraph 8. **Other Insurance** under **Section III - Conditions** is deleted and replaced by the following:

Except for the applicable other insurance policy(ies) of the designated additional insured listed in the Schedule above in which it is listed as a named insured, this policy will be excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured or designated additional insured against any "suit" if any other insurer has a duty to defend the insured or designated additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's or designated additional insured's rights against all those other insurers.

When this insurance is excess over the other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- 2) The total of all deductible and self-insured amounts under all that other insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 09/01/2017 forms a part of

policy No. CA 454-47-50 issued to JERSEN CONSTRUCTION GROUP, LLC

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT - NEW YORK

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

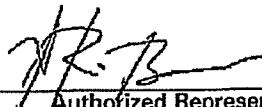
ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided through this endorsement will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



 Authorized Representative or
 Countersignature (in States Where
 Applicable)

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 32 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - ENGINEERS, ARCHITECTS OR
SURVEYORS NOT ENGAGED BY THE NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Engineers, Architects Or Surveyors Not Engaged By The Named Insured: AS REQUIRED PER WRITTEN CONTRACT.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the architects, engineers or surveyors shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

Such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the

failure to render any professional services, including:

1. The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
**ANY AND ALL STATE OR POLITICAL SUBDIVISIONS CONTRACTUALLY REQUIRING
ADDITIONAL INSURED STATUS IN CONNECTION WITH ISSUANCE OF PERMITS TO
YOU, RELATING TO PREMISES.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- 1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: GL 329-20-66

COMMERCIAL GENERAL LIABILITY
CG 20 38 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**A. Section II - Who Is An Insured is amended to include as an additional insured:**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- The most we will pay on behalf of the

additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE:	
\$5 ,000,000 Each Occurrence Limit	
\$5 ,000,000 Aggregate Limit	

EXCESS LIABILITY COVERAGE FORM, XS101, is amended as follows:

A. SECTION II - LIMITS OF INSURANCE is amended to add the following:

- 6. For the purposes of this endorsement only, the **Limits of Insurance** stated in the Schedule of this endorsement and described below will apply on a "non-contributory basis" within the parameters set forth in **SECTION II - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

- a. The Limits of Insurance stated in the Schedule of this endorsement; or
- b. The limits of insurance required in a written contract or agreement on a "non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or
- c. The Limits of Insurance available after the payment of "loss" on any "insured's" behalf from any claim or suit.

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. SECTION III - CONDITIONS is amended as follows:

- 1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program.

This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract on a "non-contributory basis" that is in excess of the "underlying insurance".

- 2. The following condition is added:

- 14. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or suit, including a demand for defense and indemnity, to any other insurer who had coverage for the claim or suit under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program.

C. SECTION IV - DEFINITIONS is amended to add the following:

- 9. "Non-contributory additional insured" means any person or organization being granted additional insured status on a "non-contributory basis" in the "underlying insurance" as required in a written contract or agreement between an additional insured and you provided:

- a. The written contract or agreement is executed before the incident resulting in injury or damage for which cover-

- age is being sought under this endorsement; and
- b. The written contract or agreement requires a specific limit of insurance on a "non-contributory basis" that is in excess of "underlying insurance".
10. "Non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured "loss" on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

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

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

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

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

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

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

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

Approved By: Laurie A. Teller, AAI (Print name of authorized representative or licensed agent of insurance carrier)

Approved By: Laurie Teller (Signature) 7/30/18 (Date)

Title: Assistant Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier:

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

Workers' Compensation Law

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

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

RESOLUTION NO. 312

AUTHORIZING AN AGREEMENT WITH JERSEN CONSTRUCTION GROUP, LLC REGARDING THE RENOVATION PROJECT AT THE ALBANY COUNTY NURSING HOME

Introduced: 7/9/18

By Audit and Finance Committee:

WHEREAS, The Executive Director of the Albany County Nursing Home has requested authorization to enter into an agreement with Jersen Construction Group, LLC regarding the renovation project at the Albany County Nursing Home in an amount not to exceed \$69.4 million for the term commencing June 1, 2018 and ending May 31, 2021, and

WHEREAS, The Department of Residential Health Care Facilities through the Purchasing Department issued RFP 2018-033 for the project, and four bids were received, and

WHEREAS, After a review of the bids the Department has recommended awarding the contract to Jersen Construction Group, LLC as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Jersen Construction Group, LLC regarding the renovation project at the Albany County Nursing Home in an amount not to exceed \$69.4 million for the term commencing June 1, 2018 and ending May 31, 2021, and, be it further

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

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

The following voted in favor of the Resolution: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clay, Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, O'Brien, Ms. Plotsky, Messrs. Reinhardt, Signoracci, Simpson, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham -

36

Those opposed: Mr. Dawson- 1

Resolution was adopted. - 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 THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 10th day of July, 2018.

A handwritten signature in cursive script, appearing to read "Robert T. Deane", is written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 519

AMENDING RESOLUTION NO. 312 FOR 2018, AS AMENDED, REGARDING CONSTRUCTION SERVICES AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, By Resolution No. 312 for 2018, this Honorable Body authorized an agreement with Jersen Construction Group, LLC regarding the renovation project at the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$69.4 million for the term commencing June 1, 2018 and ending May 31, 2021, and

WHEREAS, By Resolution No. 439 for 2021, this Honorable Body authorized an amendment to the agreement to extend the term of the agreement from May 31, 2021 to December 31, 2021, and

WHEREAS, The Executive Director of the Department of Residential Health Care Facilities has requested an amendment to the agreement to reflect an end date of December 31, 2022 rather than December 31, 2021, in order to allow for completion and payment regarding remaining punch list items, at no additional cost, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution No. 312 for 2018, as amended, is hereby further amended to indicate an ending date of December 31, 2022, rather than December 31, 2021, and, be it further

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

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

RESOLUTION NO. 521

AMOUNTS LEVIED FOR THE SEWER DISTRICT NO. 1 IN THE TOWN OF BERNE

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget as adopted by the Town Board of the Town of Berne for the fiscal year beginning January 1, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon property within the Sewer District No. 1 in the Town of Berne, the amount necessary for the purposes of such district as specified in the annual budget of the Town of Berne as indicated below:

Sewer District No. 1	\$42,737.00
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and, be it further

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

RESOLUTION NO. 522

AMOUNTS LEVIED FOR THE FIRE AND AMBULANCE DISTRICTS IN THE TOWN OF BERNE

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget as adopted by the Town Board of the Town of Berne for the fiscal year beginning January 1, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within the boundaries of the respective fire and ambulance districts in the Town of Berne, as indicated below, the amounts necessary for the purposes of such district as specified in the annual budget of the Town of Berne:

Berne Fire District	\$ 383,366.00
Helderberg Ambulance District	83,967.00

and, be it further

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

RESOLUTION NO. 523

**AMOUNTS LEVIED FOR FIRE, WATER, SEWER, LIGHTING AND
AMBULANCE DISTRICTS IN THE TOWN OF BETHLEHEM**

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget as adopted by the Town Board of the Town of Bethlehem for the year beginning January 1, 2022 now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within the boundaries of the respective fire, water, sewer, lighting and ambulance districts in the Town of Bethlehem as indicated below, the amounts necessary for the purposes of such districts as specified in the annual budget of the Town of Bethlehem:

Adv Life Support	\$170,000
Water District # 1	2,396,993
Ambulance/EMS	1,246,285
Delmar Fire District	1,082,739
Elsmere Fire District	1,019,626
Slingerlands Fire District (joint)	675,007
Selkirk Fire District	1,800,000
Elmwood Park Fire	617,458.80
Vista Light District	12,500
Bethlehem Sewer District (Roll)	1,130,969

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.

TOWN OF BETHLEHEM

Albany County - New York

DEPARTMENT OF PUBLIC WORKS

445 DELAWARE AVENUE

DELMAR, NEW YORK 12054

(518) 439-4955 option 1

Fax: (518) 439-5808



David VanLuven
Town Supervisor

George S. Kansas, P.E.
Commissioner of Public Works

December 9, 2021

Mr. Anthony DiLella
Property Manager
Albany County Division of Finance
112 State Street, Room 600
Albany, NY 12207

Sent Via Electronic Mail to Anthony.DiLella@albanycountyny.gov

Dear Mr. DiLella:

In accordance with the Executive Order requiring municipalities to provide notice of relief to those water and sewer customers whose bills, or portions of, remain unpaid, a letter was sent on November 15, 2021 notifying those customers who may have experienced a financial hardship due to the COVID-19 State of Emergency of the ability to enter into a Deferred Payment Agreement before their unpaid water and sewer bills are relieved onto their 2022 Town/County Taxes.

Sincerely,

George S. Kansas, P.E.
Commissioner of Public Works

RESOLUTION NO. 524

AMOUNT LEVIED FOR UNPAID WATER AND SEWER CHARGES IN THE BETHLEHEM WATER DISTRICT

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Supervisor of the Town of Bethlehem has filed with the Albany County Legislature a statement of unpaid water and sewer charges in the Bethlehem Water District, Town of Bethlehem, now, therefore be it

RESOLVED, By the Albany County Legislature that there be levied and assessed against each specific lot or parcel of land in the Town of Bethlehem, such sums against the property liable and amounting in the aggregate to the sum of \$323,666.26, said water and sewer charges to be placed on the 2022 tax roll of said town, and, be it further

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

RESOLUTION NO. 525

AMOUNT LEVIED FOR FIRE DISTRICTS IN THE TOWN OF COEYMANS

Introduced: 12/21/21
By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget as adopted by the Town Board of the Town of Coeymans for the fiscal year beginning January 1, 2022 and ending December 31, 2022 , now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within the boundaries of the respective fire districts in the Town of Coeymans, as indicated below, the amounts necessary for the purposes of such district as specified in the annual budget of the Town of Coeymans:

Coeymans Fire District	\$442,312.00
Coeymans Hollow Fire District	416,460.00

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.

Town of Coeymans
Cindy L. Rowzee
Town Clerk

18 Russell Ave.
Ravena, NY 12143

Phone: 518-756-6006, Ext. 3
townclerk@coeymans.org

December 3, 2021

To Whom It May Concern:

In accordance with the executive order regarding providing notice of relief to potential water relevy customers; a letter went out in the mail on November 12th to those residing in the Town of Coeymans outside the Village of Ravena who were potentially having their water relevied to their 2022 Town and County Tax Bill.

Sincerely,

A handwritten signature in black ink, appearing to be 'C L Rowzee', with a long horizontal flourish extending to the right.

Cindy L. Rowzee
Town Clerk

RESOLUTION NO. 526

AMOUNT LEVIED FOR UNPAID WATER AND SEWER CHARGES IN THE TOWN OF COEYMANS

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Town Clerk of the Town of Coeymans has filed with the Albany County Legislature a statement of unpaid water and sewer charges for the Coeymans Water Supply District and the Hamlet Sewer District, now, therefore be it

RESOLVED, By the Albany County Legislature that there be levied and assessed against each specific lot or parcel of land as set forth in said statement of the Coeymans Water Supply District and the Hamlet Sewer District, said water and sewer charges to be placed on the 2022 tax roll of said town:

Coeymans Water Supply	\$36,116.27
Hamlet Sewer District	33,758.33

and, be it further

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

RESOLUTION NO. 527

AMOUNTS LEVIED FOR FIRE, WATER, SEWER, LIGHTING, REFUSE AND GARBAGE COLLECTION DISTRICTS IN THE TOWN OF COLONIE

Introduced: 12/21/21
By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the adopted Town of Colonie budget for the fiscal year beginning January 1, 2022 and ending December 31, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within these boundaries of the respective fire protection, water, sewer, lighting, refuse and fire districts in the Town of Colonie, as follows:

West Albany Fire District	\$747,675.00
Stanford Heights Fire District	473,074.00
Boght Community Fire District	1,288,572.00
S. W. Pitts / Latham Fire Protection District	1,566,936.00
Fuller Road Fire Protection District	1,080,188.00
Verdoy Fire District	1,097,309.00
Midway Fire District	1,192,177.00
Maplewood Fire Protection District	367,005.00
Schuyler Heights Fire District	669,538.00
Shaker Rd.-Loudonville Fire Pro. District	1,646,063.00
Latham Water District	1,553,814.00
Maplewood Water District	22,440.00
Colonie Sewer District Zone A (Roll)	4,238,624.00
Zone D Sewer District (Roll)	5,866.00
Maplewood Refuse & Garbage Col. District	48,200.00
Zone Points	7,055,106.00

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.



Paula A. Mahan
Town Supervisor

TOWN OF COLONIE
DEPARTMENT OF PUBLIC WORKS
DIVISION OF LATHAM WATER
347 Old Niskayuna Road
Latham, New York 12110

Telephone: (518) 783-2750
Fax: (518) 786-7320
Website: www.colonie.org/departments/lathamwater



John W. Frazer, Jr., P.E.
Superintendent

December 14, 2021

Mr. Anthony DiLella
Property Manager
Albany County Division of Finance
112 State Street Room 600
Albany, NY 12207

RE: Covid-19 Relief Deferred Payment Agreement Notification

Dear Mr. DiLella,

In accordance with the Executive Order requiring municipalities to provide notice of the Covid-19 Moratorium, a notice was printed on each water bill for the first billings of 2021 (billed February, March, and April.) This announcement directed each resident to the Town's website for more detailed information including notifying all customers who may have experienced a financial hardship due to the COVID-19 State of Emergency of the ability to enter into a Deferred Payment Agreement.

Sincerely,

DIVISION OF LATHAM WATER

John W. Frazer Jr., P.E.
Superintendent

RESOLUTION NO. 528

AMOUNT LEVIED FOR UNPAID WATER CHARGES IN THE LATHAM WATER DISTRICT TOWN OF COLONIE

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Supervisor of the Town of Colonie has filed with the County Legislature of Albany County a statement of unpaid water charges in the Latham Water District, Town of Colonie, now, therefore be it

RESOLVED, By the Albany County Legislature that there be levied and assessed against each specific lot or parcel of land as set forth in said statement in the Latham Water District of the Town of Colonie, such sums against the property liable and amounting in the aggregate sum of \$1,298,278.99, said water charges to be placed on the 2022 tax roll of said town, and, be it further

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

RESOLUTION NO. 529

AMOUNTS LEVIED FOR FIRE, AMBULANCE, WATER, LIGHTING AND SEWER DISTRICTS IN THE TOWN OF GUILDERLAND

Introduced: 12/21/21
By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget as adopted by the Town of Guilderland for the fiscal year beginning January 1, 2022, submitted by the Guilderland Town Clerk now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within the boundaries of the respective fire, water, ambulance, lighting and sewer districts in the Town of Guilderland as indicated below, the amounts necessary for the purposes of such districts as specified in the annual budget of the Town of Guilderland:

Guilderland Fire District	\$898,084.00
Guilderland Center Fire District	699,770.00
Western Turnpike Amb	326,400.00
Altamont Fire Prot	139,035.00
Guilderland Fire Prot	21,420.00
McKownville Fire District	470,549.00
Fort Hunter Fire District	1,010,835.00
Westmere Fire District	1,529,000.00
Elmwood Park Fire District	134,391.68
Rotterdam Fire District No. 5	63,243.57
Guilderland Lighting District	8,000.00
Presidential Estates Lighting District	11,000.00
McKownville Lighting District	20,000.00
Pine Hills Estates Lighting District	3,000.00
Guilderland Water District	2,783,052.05
Altamont-Guilderland Center Amb. District	212,196.00
Weatherfield Light District	2,000.00
Guilderland Sewer O & M	3,634,659.03
Guilderland Sewer A +B	781,761.00
West End Extension	109,223.00
Princetown Water	278.38

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.

Town of Guilderland

ALBANY COUNTY, ROUTE 20
P.O. BOX 339
GUILDERLAND, NY 12084-0339
(518) 356-1980
FAX: (518) 356-3955

Peter G. Barber
Supervisor

Lynne M. Buchanan
Town Clerk / Receiver of Taxes

December 6, 2021

Anthony DiLella
Property Manager
Albany County Dept of Law
112 State Street, Room 600
Albany, NY 12207

Hello Mr. DiLella,

On November 11, 2021 the Town of Guilderland mailed one thousand one hundred and ninety-two (1,192) Utility Moratorium letters to our Town residents that would be releived in January 2022 for non-payment of their town water bill.

I have enclosed a copy of the letter for your convenience.

Please feel free to call me with any questions or concerns.

Thank you,



Lynne M. Buchanan,
Town Clerk/Receiver of Taxes

RESOLUTION NO. 530

**AMOUNT LEVIED FOR UNPAID WATER CHARGES IN THE
GUILDERLAND WATER DISTRICT**

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Supervisor of the Town of Guilderland has filed with the Albany County Legislature a statement of unpaid water charges in the Guilderland Water District, Town of Guilderland, now, therefore be it

RESOLVED, By the Albany County Legislature that there be levied and assessed against each specific lot or parcel of land in the Town of Guilderland, such sums against the property liable and amounting in the aggregate to the sum of \$177,580.10 said water charges to be placed on the 2022 tax roll of said town, and, be it further

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

RESOLUTION NO. 531

AMOUNTS LEVIED FOR FIRE AND LIGHTING DISTRICTS IN THE TOWN OF KNOX

Introduced: 12/21/21
By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget as adopted by the Town Board of the Town of Knox for the fiscal year beginning January 1, 2022 and ending December 31, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within the Town of Knox, the following as specified in the annual budget of the Town of Knox:

Knox Fire District	\$303,705.00
Knox Light District	2,095.00

and, be it further

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

RESOLUTION NO. 532

AMOUNT LEVIED FOR BERNE FIRE DISTRICT IN THE TOWN OF KNOX

Introduced: 12/21/21

By: Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget as adopted by the Town Board of the Town of Berne for the fiscal year beginning January 1, 2022 and ending December 31, 2022 now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within the Town of Knox, located within the boundaries of the Berne Fire District, the sum of \$25,734.00 as specified in the annual budget of the Town of Berne, and, be it further

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

RESOLUTION NO. 533

AMOUNT LEVIED FOR THE FIRE PROTECTION, AMBULANCE, LIGHTING, WATER AND SEWER DISTRICTS IN THE TOWN OF NEW SCOTLAND

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget of the Town Board of the Town of New Scotland for the fiscal year beginning January 1, 2022 and ending December 31, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within the boundaries of the respective fire, ambulance, lighting, water and sewer districts in the Town of New Scotland as indicated below, the amount necessary for the purposes of such districts, as specified in the annual budget of the Town of New Scotland:

Onesquethaw Fire Protection District	\$398,100.00
New Salem Fire Protection District	364,336.00
Delmar Elsmere Slingerlands Amb Dist.	6,116.00
Slingerlands Fire District	84,101.00
Elmwood Park Fire District	37,483.52
Clarksville Lighting District	7,000.00
Feura Bush Lighting District	6,000.00
Special EMT District	83,425.00
New Salem Ambulance	92,144.00
Clarksville Water District	84,218.76
Northeast Water	47,712.50
New Salem Water	94,700.00
Heldervale Water	12,100.00
Feura Bush Water District	32,498.44
Douglas Lane Light District	150.00
Heldervale Sewer (units)	11,700.00

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.

Town of New Scotland



William West
Commissioner
wwest@townofnewscotland.com

Department of Public Works
2029 New Scotland Road
Slingerlands, NY 12159

(518) 439-0938
Fax (518) 439-8554
www.townofnewscotland.com

December 3, 2021

Anthony DiLella
Property Manager
Albany County Division of Finance
112 State St., Room 600
Albany, NY 12207

Dear Mr. DiLella:

In accordance with the executive order to provide notice of relief to water customers; a letter went out in the mail on July 14th 2021 to Town of New Scotland residents whom receive public water.

Sincerely,

A handwritten signature in cursive script that reads 'Samantha J. Miller'.

Samantha Miller
Water Billing Clerk

RESOLUTION NO. 534

AMOUNTS LEVIED FOR UNPAID WATER AND SEWER CHARGES IN THE TOWN OF NEW SCOTLAND

Introduced: 12/21/21
By Audit and Finance Committee:

WHEREAS, The Town Clerk of the Town of New Scotland has filed with the Albany County Legislature a statement of unpaid water and sewer charges in the Town of New Scotland to be placed on the 2022 tax roll, now, therefore be it

RESOLVED, By the Albany County Legislature that there be levied and assessed against each specific lot or parcel of land in the Town of New Scotland, such sums against the properties liable within the water and sewer districts listed to be placed on the 2022 tax roll:

Clarksville Water District	\$8,685.87
Feura Bush Water District	22,926.21
Heldervale Water-Sewer Dist	6,536.09
New Salem Water District	4,485.94
Northeast Water District	2,340.90
Swift Road Water District	1,032.73
Kensington Water District	1,393.21
Bethlehem Unpaid Water	21,413.84
Font Grove Unpaid Water	3,128.36

and, be it further

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

RESOLUTION NO. 535

AMOUNT LEVIED FOR FIRE AND LIGHTING DISTRICTS IN THE TOWN OF RENSSELAERVILLE

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget as adopted by the Town Board of the Town of Rensselaerville for the fiscal year beginning January 1, 2022 and ending December 31, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within the boundaries of the respective fire and lighting districts in the Town of Rensselaerville as indicated below, the amounts necessary for the purposes of such districts as specified in the annual budget of the Town of Rensselaerville:

Rensselaerville Lighting District	\$4,900.00
Preston Hollow Lighting District	4,500.00
Tri-Village Fire Protection District	58,937.00
Medusa Fire Protection District	60,553.00
Rensselaerville Fire Protection District	56,957.00
Rensselaerville Water Hydrant	3,000.00

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.

Town Clerk/Tax Collector

Victoria H. Kraker

Councilmembers

Marion Cooke
Anthony Guadagno
Jason Rauf
Brian Wood

Building Inspector/CEO

Tim Lippert

TOWN OF RENSSELAERVILLE

87 Barger Road, Medusa, NY 12120
(518)239-4318 (518)239-4225

Fax: (518)239-6339
T.D.D. 1-800-662-1220

Town Supervisor

John Dolce

Town Attorney

Tabner, Ryan and Keniry, LLP

Superintendent of Highways

Randall Bates

Assessor

Peter Hotaling

Town Justices

Gregory Bischoff
Muriel G. Frasher

December 3, 2021

Anthony DiLella
Property Manager
Albany County Division of Finance
112 State Street, Room 600
Albany, NY 12207

Dear Mr. DiLella:

In accordance with the Executive Order requiring municipalities to provide notice of relief to those water customers whose bills, or portions of, remain unpaid, a letter was sent on November 12, 2021 notifying those customers who may have experienced a change in financial circumstances due to the COVID-19 state of emergency of the ability to enter into a Deferred Payment Agreement before their unpaid water bills are relieved onto their 2022 Town/County Taxes.

Sincerely,



Victoria H. Kraker
Town Clerk/Tax Collector

RESOLUTION NO. 536

**AMOUNT LEVIED FOR UNPAID WATER AND SEWER CHARGES IN
RENSSELAERVILLE WATER AND SEWER DISTRICT NO. 1**

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Town Clerk of the Town of Rensselaerville has filed with the County Legislature of Albany County a statement of unpaid water and sewer charges in the Rensselaerville Water and Sewer District No. 1, now, therefore be it

RESOLVED, By the Albany County Legislature that there be levied and assessed against each specific lot or parcel of land as set forth in said statement of the Rensselaerville Water and Sewer District No. 1 such sums against the property liable, said water and sewer charges to be placed on the 2022 tax roll of said town:

Rensselaerville Water District No.1	\$9,230.79
Rensselaerville Sewer District No.1	10,280.09

and, be it further

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

RESOLUTION NO. 537

AMOUNT LEVIED FOR FIRE, LIGHTING AND WATER DISTRICTS IN THE TOWN OF WESTERLO

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, In accordance with a duly certified copy of the annual budget as adopted by the Town Board of the Town of Westerlo for the fiscal year beginning January 1, 2022 and ending December 31, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that there be assessed and levied upon the taxable property within the boundaries of the Town of Westerlo, as indicated below, the amounts necessary for the purpose of such districts as specified in the annual budget of the Town of Westerlo:

Westerlo Fire Protection District	\$219,303.00
Westerlo Lighting District	4,510.00
South Westerlo Lighting District	3,690.00
Westerlo Water Fund	29,000.00

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.



TOWN OF WESTERLO

933 County Route 401
Westerlo, NY 12193

(518) 797-3111 press 2
Fax (518) 797-5122

KARLA J. WEAVER
Town Clerk/Tax Collector/
Registrar

KATHLEEN J. SPINNATO
MARTA PONGO
Deputies

December 3, 2021

Hon. Anthony DiLella
Albany County Department of Law
112 State Street, Room 600
Albany, NY 1220

RE: Water Deferment Plan Letters

All Town of Westerlo Water Dist. No. 1 customers listed on the Relevy Report were mailed a Water Deferment Plan Letter on November 10, 2021. Both the letter and unpaid water report are attached for your reference.

If you have any questions or require more information, please do not hesitate to call this office.

Sincerely,

A handwritten signature in black ink that reads "Karla J. Weaver". The signature is written in a cursive style.

Karla J. Weaver

Enc. 6



TOWN OF WESTERLO

933 County Route 401
Westerlo, NY 12193

(518) 797-3111 press 2
Fax (518) 797-5122

KARLA J. WEAVER

Town Clerk/Tax Collector/
Registrar

KATHLEEN J. SPINNATO
MARTA PONGO
Deputies

mailed to all customers on
attached relevy report on 11/10/21

November 10, 2021

To: Water Customers residing in the Town

Re: COVID-19 Pandemic – Moratorium on Water Service Termination, Moratorium on Water Relevy and Opportunity for Deferred Payment Agreements

As you may know, on May 11, 2021, legislation was adopted that prevented municipalities from disconnecting qualifying water customers who have experience COVID-related financial hardship. The legislation provides that any residential or small commercial (25 or fewer employees) water customer that has experienced financial hardship due to COVID-19 pandemic emergency may request a payment deferral for water bill(s) without late fees or penalties. Additionally, municipalities are prohibited from relevying previously accrued water charges on or after May 11, 2021 until the end of the COVID-19 state of emergency. The state disaster emergency expired on June 24, 2021.

As a municipal water rent collector, the Town of Coeymans is required to notify residential and small business customers of the protections afforded under the law.

Please be advised that service termination and relevying past due water charges is prohibited for an additional 180 days after Jun 24, 2021, for those residential and small business customers who have experienced a change in financial circumstances to the COVID-19 state of emergency.

If you are a resident or small business that has experienced a change in financial circumstances due to the COVID-19 state of emergency and would like to request relief from service termination and relevying until December 22, 2021 or enter into a deferred payment agreement to address any outstanding or accrued payments, you must complete the enclosed self-certification form, along with proof of financial hardship due to COVID-19, and return it to the Town Clerk at the address above no later than November 24, 2021.

The Town Clerk will then send a Payment Deferral Agreement Form to the address listed on your water bill. The Payment Deferral Agreement Form must be completed and returned to the Town Clerk who will then send a confirmation that the Deferred Payment Agreement has been accepted by the Town.

Customers that do not request protection from service termination, or relevying, or do not enter into a deferred payment agreement, will be subject to the enforcement and lien provisions authorized by State and local law upon the expiration of the Public Service Law's protections.

If you have any questions regarding the enclosed notice and certification or how to request a Deferred Payment Agreement, please contact the Town Clerk's Office.

SELF-CERTIFICATION FOR RESIDENTIAL CUSTOMER:

Name of Residential Customer: _____

Address of Residential Customer: _____

Phone Number of Residential Customer: _____

I attest that due to the COVID-19 state of emergency, which began on March 7, 2020, and ended on June 23, 2021, I have experienced a change in financial circumstances.

Signature of Residential Customer

Date

SELF-CERTIFICATION FOR SMALL BUSINESS CUSTOMER:

Name of Small Business Customer: _____

Address of Small Business Customer: _____

Phone Number of Small Business Customer: _____

I attest that due to the COVID-19 state of emergency, which began on March 7, 2020, and ended on June 23, 2021, the business that I own or am an officer of has experience a change in financial circumstances;

I certify that my small business currently has twenty-five (25) or fewer employees;

I certify that my small business is not a publicly held company, or subsidiary thereof; and

I certify that the business is not a seasonal, short-term, or temporary customer of the utility.

Signature of Small Business Customer

Date

This form must be returned to the Town Clerk's Office by **November 24, 2021** along with supporting documentation. A Payment Deferral Agreement Form will then be sent to you at the address listed on your water bill and must be completed and returned to the Town Clerk who will send confirmation. If you have any questions, please contact the Town Clerk, at 518-797-3111, option 2.

Westerlo Water District No. 1

Relevy Report

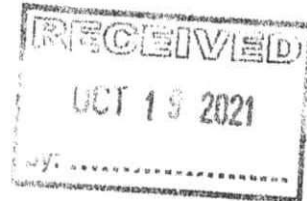
Session: Relevy - All Accounts - 10/1/2021 1:21:14 PM
 Group By: Account Type

Account #	Billed Contact	Service Location	Print Key	Relevy Amount
<i>Account Type: WAT</i>				
030	Bailey, George	960 Cty Rte 401	139.9-3-1	\$437.87
100	Cashin-Smith, Slobhan	630 St Rte 143	139.9-2-3	\$316.61
110	Castaldo, Joanna	572 St Rte 143	139.9-2-19	\$881.53
150	Zeissler, Matthew	612 St Rte 143	139.9-2-7	\$1,026.31
230	Duncan, David	576 St Rte 143	139.9-2-17	\$113.40
250	Yeomans, Randall	991 Cty Rte 401	139.9-1-29	\$478.59
300	Slingerland, Scott	994 Cty Rte 401	139.9-3-11	\$138.35
400	Wilty, Mystique	28 Cty Rte 1	139.9-1-9	\$579.33
410	Thompson, Ronald	585 St Rte 143	139.9-3-16	\$1,287.14
420	Kurylo, Richard	47 Cty Rte 1	138.-2-19	\$5,040.83
470	Lounsbury, James	995 Cty Rte 401	139.9-1-28	\$860.37
520	Figuroa, Miguel	583 St Rte 143	139.9-3-17	\$217.73
530	Carl, Jarrett	996 Cty Rte 401	139.9-3-12	\$229.07
690	Taber, Nina	10 Cty Rte 1	139.9-1-7	\$437.87
780	Holdings LLC, Westerlo	591 St Rte 143	139.9-3-15	\$113.40
930	Volunteer Fire Co., Westerlo	594 St Rte 143	139.9-2-12	\$113.40
950	Catholic Charities of the Diocese of Albany	560 St Rte 143	139.9-2-22	\$113.40

Account Type WAT Totals: **\$12,385.20**

Grand Total: **\$12,385.20**

Please see attached reports { Act # 730 113.40
 Act # 740 113.40
\$12,612.00



Westerlo Water District No.1

Relevy Report

Session: Relevy - Account: 740 - 10/6/2021 2:28:56 PM

Group By: Account Type

Account #	Billed Contact	Service Location	Print Key	Relevy Amount
<i>Account Type: WAT</i>				
740	Westerlo Volunteer Fire Dept.	592 SR 143 Station 1	139.9-2-12	\$113.40
Account Type WAT Totals:				\$113.40
Grand Total:				\$113.40

RECEIVED
OCT 19 2021
By:

Westerlo Water District No.1

Relevy Report

Session: Relevy - Account: 730 - 10/6/2021 2:28:56 PM

Group By: Account Type

Account #	Billed Contact	Service Location	Print Key	Relevy Amount
<i>Account Type: WAT</i>				
730	Westerlo Volunteer Fire Dept.	980 CR 401 Woodmans Hall	139.9-3-5	\$113.40
Account Type WAT Totals:				\$113.40
Grand Total:				\$113.40

RECEIVED
OCT 19 2021
By:

RESOLUTION NO. 538

AMOUNT LEVIED FOR UNPAID WATER CHARGES IN THE TOWN OF WESTERLO FOR WATER DISTRICT NO. 1

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Supervisor of the Town of Westerlo has filed with the County Legislature of Albany County a statement of unpaid water charges in the Westerlo Water District No. 1, now, therefore be it

RESOLVED, By the Albany County Legislature that there be levied and assessed against each specific lot or parcel of land in the Town of Westerlo as set forth in said statement of the Westerlo Water District No.1, such sums against the property liable and amounting in the aggregate sum of \$12,612.00, said water charges to be placed on the 2022 tax roll of said town, and, be it further

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

RESOLUTION NO. 539

**AMOUNTS TO BE LEVIED AND ASSESSED FOR HIGHWAYS, BRIDGES
AND MISCELLANEOUS HIGHWAY PURPOSES IN THE TOWNS**

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Town Supervisors of the several towns of Albany County have made estimates of the amount of tax money necessary for highway and bridge improvements and other miscellaneous highway purposes for the towns as provided by Section 141 of the Highway Law which have been filed with the County Legislature, now, therefore be it

RESOLVED, By the Albany County Legislature and filed by the Town Supervisors that said estimates as approved by the Town Boards be received and the sum set opposite the names of the respective towns for the purposes on Table No. 2 (copy annexed) be assessed, levied and collected upon the taxable property of the respective towns, exclusive of the property within the limits of the incorporated village or villages or their respective towns, which maintain their streets and highways as separate road districts, 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.

TABLE NO. 2 - Resolution No.

2022 HIGHWAY AND BRIDGE IMPROVEMENTS

NAME OF TOWN	ITEM I IV DR COMBINED	ITEM I A DR	ITEM II DB	ITEM III DM	ITEM IV DS	TOTAL
BERNE		84,347				84,347
BETHLEHEM		6,614,929				6,614,929
COEYMANS		-	-			-
COLONIE			12,778,946			12,778,946
GUILDERLAND			3,330,108			3,330,108
KNOX		98,525				98,525
NEW SCOTLAND		1,000	254,831			255,831
RENSSELAERVILLE		329,786		118,000	345,911	793,697
WESTERLO		455,908				445,908
TOTAL		7,584,495	16,363,885	118,000	345,911	24,412,291

RESOLUTION NO. 540

AMOUNT LEVIED TO PAY TOWN BUDGETS

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The Town Budgets filed with the Albany County Legislature show the amounts for general expenses, including buildings, planning and zoning, and in Towns having incorporated villages, the amounts for the expenses of the several Boards of Health, as follows (see Table No. 1, "Town Levy" copy annexed), now, therefore be it

RESOLVED, By the Albany County Legislature that said estimates as approved by the Town Boards be received and the sum set opposite the names of the respective Towns in the column which bears the heading "Levy," be assessed, levied, and collected upon the taxable property of the respective towns, 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.

TABLE NO. 1 - Resolution No.

2022 TOWN LEVY OF TAXES

NAME OF TOWN	TOWNS GEN. FUND APPR.	HEALTH	BUILDINGS, PLANNING & ZONING	AMTS. PAID AND MONIES APPR.	LEVY
BERNE	1,661,449			1,661,449	0
BETHLEHEM	21,081,597			17,073,206	4,008,391
COEYMANS	2,948,033			1,358,184	1,589,849
COLONIE	57,360,787			31,448,294	25,912,493
GREEN ISLAND					
GUILDERLAND	8,330,258			7,513,926	816,332
KNOX	1,439,895			1,271,895	168,000
NEW SCOTLAND	2,008,722			457,306	1,551,416
RENSELAERVILLE	1,495,368			1,103,690	391,678
WESTERLO	2,132,655			1,503,674	628,981
TOTAL	98,458,764			63,391,624	35,067,140

RESOLUTION NO. 541

RE-LEVY OF UNPAID SCHOOL TAXES

Introduced: 12/21/21

By Audit and Finance Committee:

RESOLVED, By the Albany County Legislature and pursuant to Real Property Tax Law Section 1330, that the report of the Albany County Tax Records Supervisor of Returned Town unpaid School Taxes submitted be received and placed on file with the Clerk of the Legislature, and the amounts of such unpaid school taxes with the seven per centum (7%) addition thereto, be levied upon the lands of each person, corporation and unincorporated company listed, and, be it further

RESOLVED, That the Director of Finance pay to the District Treasurer of each school district the amount of Returned Town School Tax and interest if applicable April 1, 2022 and, be it further

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

RESOLUTION NO. 542

RE-LEVY OF UNPAID VILLAGE TAXES

Introduced: 12/21/21

By Audit and Finance Committee:

RESOLVED, By the Albany County Legislature and pursuant to the Real Property Tax Law Section 1442, that the report of the Albany County Tax Records Supervisor of Returned Unpaid Village Taxes submitted be received and placed on file with the Clerk of the Legislator, and the amounts of such unpaid village taxes with the seven per centum (7%) addition thereto, be levied upon the lands of each person, corporation and unincorporated company listed, and, be it further

RESOLVED, That the Director of Finance pay to the each Village Treasurer the amount of Returned Town Village Tax and interest if applicable April 1, 2022 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.

VILLAGE OF ALTAMONT

115 Main Street PO Box 643 Altamont, New York 12009
Phone (518) 861-8554 Fax (518) 861-5379

Mayor

Kerry A. Dineen
Patty Blackwood, Clerk
Catherine Hasbrouck, Treasurer

Nicholas Fahrenkopf, Trustee
Michelle Ganance, Trustee
Tresa Matulewicz, Trustee
John Scally, Trustee

October 01, 2021

To: Village Water Customers

Re: COVID-19 Pandemic – Moratorium on Water Service Termination, Moratorium on Water Relevy and Opportunity for Deferred Payment Agreements

As you may know, on May 11, 2021, legislation was adopted that prevented municipalities from disconnecting qualifying water customers who have experienced COVID-related financial hardship. The legislation provides that any residential or small commercial (25 or fewer employees) water customer that has experienced financial hardship due to the COVID-19 Pandemic emergency may request a payment deferral for water bill(s) without late fees or penalties. Additionally, municipalities are prohibited from relevyng previously accrued water charges on or after May 11, 2021 until the end of the COVID-19 state of emergency. The state disaster emergency expired on June 24, 2021.

As a municipal water supplier, the Village of Altamont is required to notify residential and small business customers of the protections afforded under the law.

Please be advised that service termination and relevyng past due water charges is prohibited for an additional 180 days after June 24, 2021, for those residential and small business customers who have experienced a change in financial circumstances due to the COVID-19 state of emergency.

If you are resident or small business that has experienced a change in financial circumstances due to the COVID-19 state of emergency and would like to request relief from service termination and relevyng until December 22, 2021 or enter into a deferred payment agreement to address any outstanding or accrued payments, you must complete the enclosed self-certification form and return it to the Village Clerk at the address above no later than November 1, 2021.

The Village Clerk will then send a Payment Deferral Agreement Form to the address listed on your water bill. The Payment Deferral Agreement Form must be completed and returned to the Village Clerk who will then send a confirmation that the Deferred Payment Agreement has been accepted by the Village.

Customers that do not request protection from service termination, or relevyng, or do not enter into a deferred payment agreement, will be subject to the enforcement and lien provisions authorized by State and local law upon the expiration of the Public Service Law's protections.

If you have any questions regarding the enclosed notice and certification or how to request a Deferred Payment Agreement, please contact the Village Clerk's office.

SELF-CERTIFICATION FOR RESIDENTIAL CUSTOMER:

Name of Residential Customer: _____

Address of Residential Customer: _____

I attest that due to the COVID-19 state of emergency, which began on March 7, 2020, and ended on June 23, 2021, I have experienced a change in financial circumstances.

Signature of Residential Customer

Date

SELF-CERTIFICATION FOR SMALL BUSINESS CUSTOMER:

Name of Small Business Customer: _____

Address of Small Business Customer: _____

I attest that due to the COVID-19 state of emergency, which began on March 7, 2020 and ended on June 23, 2001, the business that I own or am an officer of has experienced a change in financial circumstances;

I certify that my small business currently has twenty-five (25) or fewer employees;

I certify that my small business is not a publicly held company, or a subsidiary thereof; and

I certify that the business is not a seasonal, short-term, or temporary customer of the utility.

Signature of Small Business Customer

Date

This form must be returned to the Village Clerk's office by November 1, 2021. A Payment Deferral Agreement Form will then be sent to you at the address listed on your water bill. The Payment Deferral Agreement Form must be completed and returned to the Village Clerk who will then send a confirmation that the Deferred Payment Agreement has been accepted by the Village. You may be required to complete a financial statement and provide supporting documentation before a DPA will be offered to you.

If you have any questions, please contact the Village Clerk, at 518-861-8554 ext. 10.



VILLAGE OF COLONIE

VILLAGE HALL
2 THUNDER ROAD
COLONIE, NY 12205
(518) 869-7562 FAX (518) 464-0389

THOMAS J. TOBIN
MAYOR
jblot@colonievillage.org
www.colonievillage.org

EDWARD SIM
DEPUTY MAYOR

PATTY SCHWARZ LOCKART
TRUSTEE
JAMES M. RUBINO
TRUSTEE
ART WHITE
TRUSTEE

JAMIE L. BLOT
VILLAGE CLERK

December 10, 2021

Mr. Anthony Dilella
Albany County Property Manager
Department of Law
Room 600
Albany, NY 12207

Re: Notice of payment options for Village of Colonie water customers

Dear Mr. Dilella,

Please accept this as a notification that the Village of Colonie has notified its residents thru verbiage on the October water cycle of their options for payment plans due to the hardship the COVID-19 pandemic has caused. These options included a deferred payment plan agreement before their unpaid water bills were relieved onto their 2022 Town/County taxes. This verbiage also included a web address to a link on our site for additional information and resources.

If you have any questions or need anything further, please feel free to reach out to me 518-869-7562. Thank you.

Sincerely,

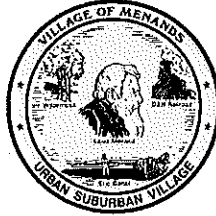
Jamie L. Blot

Jamie L. Blot
Village Clerk
Village of Colonie

Village of Menands

MAYOR
Megan Grenier

VILLAGE CLERK
Don Handerhan



TRUSTEES
Diane L. Foley
Seth Harris
Brian Marsh
Aileen L. Nicoll

NOTICE TO QUALIFYING WATER CUSTOMERS

Moratorium on Water Service Termination

Governor Cuomo signed into law amendments to the Public Service Law that prevent municipalities and public utilities from terminating water services. This affects residential and small business customers (25 employees or less) for a non-payment of an overdue balance during the COVID-19 State of Emergency. Additionally, all water suppliers must notify residential and small business customers of the protections afforded under the amended law.

Please be advised that service termination is prohibited for an additional 180 days after the COVID-19 State of Emergency expires (or until the expiration of the statute) for those residential and small business customers who have experienced a change in financial circumstances due to the COVID-19 State of Emergency. This law is set to expire on December 31, 2021.

Please be further advised that the law *does not eliminate a customer's obligation to pay accrued charges*. However, customers who have experienced a change in financial circumstances due to the COVID-19 State of Emergency must be provided with the opportunity to enter into a deferred payment agreement without the imposition of deposits, fees, or penalties.

If you are a resident or small business owner who has experienced a change in financial circumstances due to the COVID-19 State of Emergency, and would like to request relief from service termination during the 180 days after the COVID-19 State of Emergency expires, you must contact Nicole Ognan, Deputy Clerk-Treasurer by phone at 518-434-2922, or by email at ognann@villageofmenands.com **before the water & sewer bill due date, July 31, 2021.**

The Village of Menands will require qualifying customers seeking a deferred payment arrangement to self-certify that they have experienced a change in financial circumstances during the COVID-19 pandemic, to protect their account from interest accruals and shut off.

****If the qualifying utility customer fails to avail themselves of the deferred payment arrangement opportunity before the due date, the Village will apply any unpaid water & sewer charges, including appropriate interest to the next bill due in January.***

Sewer service is not contemplated by the statute. Accordingly, sewer service charges and late penalties may accumulate during the State of Emergency and be re-levied following appropriate local law or state statute.

Please direct all other questions and concerns to Nicole by phone at 518-434-2922 or by email at ognann@villageofmenands.com.

15 MOUNTAIN ROAD
RAVENA, NY 12143

VILLAGE OF RAVENA

TEL. (518) 756-8233
FAX (518) 756-3363
TDD # 1-800-662-1220

102

CLERK-TREASURER
SUSAN M. KING

**DEPUTY CLERK-
TREASURER**
KRISTINE M. BIERNACKI

VILLAGE CLERK
GABBY AMBROSE



TRUSTEES

JOSEPH A. GANLEY
LINDA C. MULLER
MARY ELLEN ROSATO
NANCY J. WARNER

MAYOR

WILLIAM J. MISURACA, JR.

December 6, 2021

Anthony DiLella
Property Manager
Albany County Division of Finance
112 State Street, Room 600
Albany, NY 12207

Dear Mr. DiLella,

In accordance with the executive order to provide notice of relief to water customers; a letter was mailed out on November 10th, 2021 to the Village of Ravena property owners who were delinquent in paying their water bill.

If you have any questions please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Susan M. King".

Susan M. King
Clerk-Treasurer

VILLAGE OF VOORHEESVILLE

RICHARD A. STRAUT
MAYOR



RICHARD A. BERGER
DEPUTY MAYOR
JOHN J. STEVENS, JR.
KAITLIN C. WILSON
SARITA C. WINCHELL

December 13, 2021

Anthony DiLella
Albany County Division of Finance
112 State Street, Room 600
Albany, NY 12207

Dear Mr. DiLella,

In accordance with the Governor's Executive Order to notice relief to water customers, I have enclosed the statement provided to our public water customers with our billing sent out on June 1, 2021.

Sincerely,

A handwritten signature in cursive script that reads "Linda Pasquali".

Linda Pasquali
Clerk Treasurer

Per Governor Cuomo's legislation (Laws of 2020, Chapters 108 and 126) there is a moratorium on water shut offs and relevies, late fees or penalties. The new law allows water users to set up a 6-month extended payment plan which is based on the user's "change in financial circumstances due to the COVID-19 state of emergency." If this applies to you, please contact the Village for the necessary affidavit which would allow such a payment plan.

- extending the moratorium on utility shutoffs for 180 days beyond when the state of emergency has been lifted or has expired (no later than March 31, 2021 as per Laws of 2020, Chapter 126) for customers that have experienced a change in financial circumstances due to the COVID-19 emergency;
- requiring the utility to offer a restructuring of payments owed to the utility, without requiring a down payment or assessing late fees or penalties, for customers that have experienced a change in financial circumstances due to the COVID-19 emergency; and
- requiring the utility to inform all customers of their right to have continued utility service during the COVID-19 state of emergency and of the opportunity to restructure their payments.

Moreover, when the shutoff moratorium expires, many customers will be faced with accumulated arrears that they are unable to pay off quickly. The new law defers to the Department of Public Service to define eligibility criteria for the 6-month extended payment plans, based on a customer's "change in financial circumstances due to the COVID-19 state of emergency." And even those six months may not be long enough for many people. Imagine having months of accumulated bills and needing to pay those off over 6 months *on top of* your monthly bill, in the middle of an ongoing economic crisis.

RESOLUTION NO. 543

**AUTHORIZING THE LEVY UPON THE CITY OF ALBANY PROPERTY OF
THE AMOUNT NEEDED FOR VARIOUS PURPOSES**

Introduced: 12/21/21

By Audit and Finance Committee:

RESOLVED, By the Albany County Legislature that the sum of \$59,850,000.00 be levied upon the taxable property in the City of Albany for the following purposes: To pay the expenses of conducting the business of the City of Albany in each department and office thereof; and for the purposes contemplated by the Charter and Laws pertaining to the City of Albany for the fiscal year beginning January 1, 2022 to December 31, 2022 and to pay the principal and interest of indebtedness falling due during the year, 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.

City of Watervliet
Finance Department

City Hall, 2 – 15th Street
Watervliet, New York 12189
Fax: (518) 270-3844

AMANDA AUSTIN
DIRECTOR OF FINANCE
(518) 270-3800 EXT. 118
AAUSTIN@WATERVLIET.COM

December 6, 2021


Mr. Anthony DiLella
Property Manager
Albany County Division of Finance
112 State Street, Room 600
Albany, NY 12207

Dear Mr. DiLella:

Please be advised that I, Amanda Austin, sent out a notice to City of Watervliet water utility customers, including residential and small business customers with unpaid bills eligible for relevy, offering the opportunity to sign up for a deferred payment plan as stated by Chapter 106 of the NYS Laws of 2021. This notice was sent on or about November 15th, 2021.

If you have any questions, or need more information, please don't hesitate to contact me.

Very truly yours,



Amanda Austin, CPA
Director of Finance
City of Watervliet

RESOLUTION NO. 544

AMOUNT LEVIED FOR UNPAID WATER AND SEWER CHARGES IN THE CITY OF WATERVLIET

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, The City Council of the City of Watervliet has filed with the County Legislature of Albany County a statement of unpaid water and sewer charges in the City of Watervliet, now, therefore be it

RESOLVED, By the Albany County Legislature that there be levied and assessed against each specific lot or parcel of land as set forth in said statement in the City of Watervliet, such sums against the property liable and amounting to the aggregate sum of \$447,950.78 said water and sewer charges to be placed on the 2022 tax roll of said city, and, be it further

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

RESOLUTION NO. 545

AUTHORIZING THE LEVY UPON THE CITY OF WATERVLIET PROPERTY OF THE AMOUNT NEEDED FOR VARIOUS PURPOSES

Introduced: 12/21/21

By Audit and Finance Committee:

RESOLVED, By the Albany County Legislature that the sum of \$5,565,946.00 be levied upon the taxable property in the City of Watervliet for the following purposes: To pay the expenses of conducting the business of the City of Watervliet in each department and office thereof; and for the purposes contemplated by the Charter and Laws pertaining to the City of Watervliet for the fiscal year beginning January 1, 2022 to December 31, 2022 and to pay the principal and interest of indebtedness falling due during the year, and, be it further

RESOLVED, That such levies shall be applied as set forth in the submitted communication from the Watervliet City Clerk, and, be it further

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

RESOLUTION NO. 546

AMOUNTS LEVIED FOR MUNICIPAL CHARGES FOR VARIOUS CITIES AND TOWNS

Introduced: 12/21/21
By Audit and Finance Committee:

WHEREAS, The Albany County Legislature has received documentation provided by the various cities and towns regarding Municipal Charges to be placed on the 2022 tax roll, now, therefore be it

RESOLVED, By the Albany County Legislature that there be levied on the 2022 Tax Rolls on the properties charged for the listed Municipal Charges for the following cities and towns:

City of Albany

Demolition/Stabilization	\$1,716,659.70
Trash Cleanup Charges	432,797.15
Board Up Charges	6,519.95
Central Bid Charges	613,620.65
Downtown Bid Charges	856,909.46
Lark Bid Charges	102,189.44
Property Maintenance (Trees)	28,159.66
Snow Removal	32,176.65
Waste Collection Fees	464,815.93

City of Watervliet

Remediation-Grounds	3,764.40
Refuse Charges	5,302.50
Remediation-Building	23,952.81
Special Utility Charge	6,258.01
Vacant Build Registry	45,750.00
Demolition Charge	163,885.03

and, be it further

RESOLVED, That all Municipal Charges listed other than Demolition and Bid District Charges are subject collection consistent with applicable New York State Law, and, be it further

RESOLVED, That the County will reimburse the municipality listed said charges consistent with all applicable resolutions adopted by this Honorable Body and consistent with applicable New York State 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, City and Town Officials.

RESOLUTION NO. 547

ADOPTION OF TABLE OF EQUALIZATION FOR THE ASSESSMENT YEAR 2021 COUNTY TAX YEAR 2022

Introduced: 12/21/21
 By Audit and Finance Committee:

RESOLVED, By the Albany County Legislature that the table of equalized valuation designated as Table No. 3 -- Equalized Valuation of Real Property in the County of Albany for the year 2021 attached hereto be accepted and approved, and the several amounts stated in said table be adopted as the basis for the tax levies to be made thereon, and that the totals of the real property therein specified be adopted as the basis of equalization and apportionment of State and County taxes for the year 2022, 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.

Table No. 3 Resolution No. 547

EQUALIZED VALUE OF REAL PROPERTY IN THE COUNTY OF ALBANY FOR THE YEAR 2021						
CITIES & TOWNS	TOTAL ASSESSED VALUE INCL CORP, SPEC FRAN, & PARTIAL EXEMPTIONS COUNTY	PERCENTAGE OF ASSESSED VALUE TO REAL VALUE	AGGREGATE FULL VALUE INCL CORP, SPEC FRAN & PARTIAL EXEMPTIONS COUNTY	AMOUNT DEDUCTED FROM ASSESSED VALUE BY EQUALIZED VALUE	AMOUNT ADDED TO ASSESSED VALUE BY EQUALIZED VALUE	TOTAL EQUALIZED VALUE
ALBANY	5,043,420,738	0.8950	5,635,106,970	0	591,686,232	5,635,106,970
COHOES	457,613,784	0.4484	1,020,548,136	0	562,934,352	1,020,548,136
WATERVLIET	399,427,514	0.8700	459,112,085	0	59,684,571	459,112,085
BERNE	174,411,100	0.5400	322,983,519	0	148,572,419	322,983,519
BETHLEHEM	3,939,768,594	0.9300	4,236,310,316	0	296,541,722	4,236,310,316
COEYMANS	608,942,165	1.0000	608,942,165	0	0	608,942,165
COLONIE	6,294,114,366	0.5900	10,667,990,451	0	4,373,876,085	10,667,990,451
GREEN ISLAND	186,180,936	0.8700	214,001,076	0	27,820,140	214,001,076
GUILDERLAND	4,412,366,183	1.0000	4,412,366,183	0	0	4,412,366,183
KNOX	139,396,794	0.5000	278,793,588	0	139,396,794	278,793,588
NEW SCOTLAND	1,067,154,822	0.9100	1,172,697,607	0	105,542,785	1,172,697,607
RENSSELAERVILLE	139,908,449	0.5520	253,457,335	0	113,548,886	253,457,335
WESTERLO	2,907,196	0.0081	358,913,086	0	356,005,890	358,913,086
TOTALS	22,865,612,641		29,641,222,516	0	6,775,609,875	29,641,222,516

RESOLUTION NO. 548

ADOPTION OF PARTIAL TAX EXEMPTIONS AND AMOUNTS DETERMINED AS THE ASSESSED VALUATION OF REAL PROPERTY AS BASIS OF EQUALIZATION

Introduced: 12/21/21
 By Audit and Finance Committee:

WHEREAS, Real Property Tax Law 844 (1) allows partial tax exemptions to be included in the yearly apportionment of County Taxes and also the designation of these by the County Legislature, now therefore be it,

RESOLVED, The following exemptions in accordance with Real Property Tax Law sections 458, 458a, 458b, 458(1) 458(2), 458(5) 460, 464(1), 467, 485a 487 and 491a based on yearly information contained from City and Town Assessment Rolls are hereby authorized to be used in the apportionment of County Taxes until amended by this Honorable Body, and, be it further

RESOLVED, By the Albany County Legislature that the report of the Audit and Finance Committee relative to assessed valuation of real property in the County be accepted and the several amounts therein reflected in Table No. 4 “Statement of Aggregate Valuations of Real Property of the County of Albany Assessed in the Year 2021” stated as the assessed valuation of real property in each tax district in the County including partially exempt property be adopted as the basis of equalization, 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.

Table No.4 Resolution No. 548

STATEMENT OF AGGREGATE VALUATIONS OF REAL PROPERTY OF THE COUNTY OF ALBANY ASSESSED IN THE YEAR 2021					
MUNICIPALITY	TOTAL OF REAL PROPERTY EXCEPT SPECIAL FRANCHISE PLUS EXEMPTIONS	PARTIALLY EXEMPT PROPERTY	REAL PROPERTY EXCEPT SPECIAL FRANCHISE & PARTIALLY EXEMPT PROPERTY	SPECIAL FRANCHISE	TOTAL VALUATION OF REAL PROPERTY EXCEPT PARTIALLY EXEMPT PROPERTY
BERNE	172,425,581	5,091,142	167,334,439	1,985,519	169,319,958
BETHLEHEM	3,888,274,574	102,993,070	3,785,281,504	51,494,020	3,836,775,524
COEYMANS	591,442,058	18,728,321	572,713,737	17,500,107	590,213,844
COLONIE	6,215,693,153	121,625,411	6,094,067,742	78,421,213	6,172,488,955
GREEN ISLAND	181,611,385	2,051,211	179,560,174	4,569,551	184,129,725
GUILDERLAND	4,364,041,926	79,144,566	4,284,897,360	48,324,257	4,333,221,617
KNOX	128,730,178	4,255,733	124,474,445	10,666,616	135,141,061
NEW SCOTLAND	1,051,464,190	31,300,023	1,020,164,167	15,690,632	1,035,854,799
RENSSELAERVILLE	139,908,449	4,641,772	135,266,677	0	135,266,677
WESTERLO	2,863,645	109,129	2,754,516	43,551	2,798,067
ALBANY	4,847,861,182	159,513,838	4,688,347,344	195,559,556	4,883,906,900
COHOES	446,352,995	13,263,238	433,089,757	11,260,789	444,350,546
WATERVLIET	387,571,329	10,123,830	377,447,499	11,856,185	389,303,684
TOTAL	22,418,240,645	552,841,284	21,865,399,361	447,371,996	22,312,771,357

RESOLUTION NO. 549

ADOPTING COUNTY EQUALIZATION RATES FOR 2021 FOR THE CITIES AND TOWNS WITHIN THE COUNTY OF ALBANY

Introduced: 12/21/21
By Audit and Finance Committee:

WHEREAS, For the purposes of establishing the 2022 aggregate full valuation of taxable real property in each town and city for the apportioning of the County tax levy, pursuant to the Certificate of County Equalization Rates for 2021 provided by New York State Office of Real Property Services, this Honorable Body has determined the aggregate full valuation of taxable real property in each town and city, now, therefore be it

RESOLVED, By the Albany County Legislature that the County hereby adopts the rates apportionate to each town and city located within the County as follows:

<u>Tax District</u>	<u>Percentage of Assessed Full Value</u>
City of Albany	89.50
City of Cohoes	44.84
City of Watervliet	87.00
Town of Berne	54.00
Town of Bethlehem	93.00
Town of Coeymans	100.00
Town of Colonie	59.00
Town of Green Island	87.00
Town of Guilderland	100.00
Town of Knox	50.00
Town of New Scotland	91.00
Town of Rensselaerville	55.20
Town of Westerlo	.81

and, be it further

RESOLVED, That the Clerk of the County Legislature shall forward a certified copy of this resolution to each city and town indicated above and to the New York State Tax Department of Taxation and Finance and the appropriate County Officials.

RESOLUTION NO. 550

AUTHORIZING LEVIES FOR DEBIT AND CREDIT BALANCES

Introduced: 12/21/21
By Audit and Finance Committee:

RESOLVED, By the Albany County Legislature that the following debit and credit balances be levied and assessed against:

DEBITS

Albany	\$151,815.14
Berne	4,195.00
Coeymans	1,537.09
Colonie	2,948.48
Cohoes	3,023.57
Green Island	4,521.46
Bethlehem	8,171.03
Guilderland	131,998.18
Watervliet	465.23
Westerlo	1,016.64

CREDITS

New Scotland	41.24
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and, be it further

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

RESOLUTION NO. 551

AMOUNTS LEVIED FOR COURT ORDERED REFUNDS AND COUNTY TAXES

Introduced: 12/21/21
By Audit and Finance Committee:

RESOLVED, By the Albany County Legislature that there be levied and assessed upon the taxable property in the County of Albany for court ordered refunds and County taxes the following:

COUNTY TAX	\$99,752,250.00
COURT ORDERED REFUNDS	<u>442,858.72</u>
TOTAL	100,195,108.72

and, be it further

RESOLVED, That the foregoing shall be apportioned against the Cities and Towns districts in the County of Albany on the basis of equalized value of real property therein, and, be it further

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

RESOLUTION NO. 552

TAXES TO BE APPROPRIATED AND LEVIED UPON THE SEVERAL CITIES AND TOWNS IN THE COUNTY FOR VARIOUS PURPOSES AND FOR SPECIAL DISTRICT TAXES IN THE TOWNS

Introduced: 12/21/21
By Audit and Finance Committee:

RESOLVED, By the Albany County Legislature that the amount for court ordered refunds and the County tax be apportioned to and levied upon the several cities and towns in the County on the basis of equalized valuation thereof in the following sums:

<u>Cities and Towns</u>	<u>County Expenses</u>
Albany	\$19,048,139.97
Cohoes	3,449,720.45
Watervliet	1,551,919.30
Berne	1,091,769.03
Bethlehem	14,319,840.30
Coeymans	2,058,384.28
Colonie	36,060,606.56
Green Island	723,379.78
Guilderland	14,914,955.32
Knox	942,395.47
New Scotland	3,964,025.58
Rensselaerville	856,752.29
Westerlo	1,213,220.40
TOTAL	100,195,108.72

and, be it further

RESOLVED, That the proportion of County taxes including debits or credits to be levied against the property within the City of Albany is hereby determined to be \$19,199,955.11 with the rate of taxation in the City of Albany for 2022 to be \$3.931269 on each \$1,000 of assessed value, and, be it further

RESOLVED, That the proportion of County taxes including debits or credits to be levied against the property within the City of Cohoes is hereby determined to be \$3,452,744.02 with the rate of taxation in the City of Cohoes for 2022 to be \$7.770315 on each \$1,000 of assessed value, and, be it further

RESOLVED, That the proportion of County taxes including debits or credits to be levied against property within the City of Watervliet is hereby determined to be

\$1,552,384.53 with the rate of taxation in the City of Watervliet for 2022 to be \$33.987592 on each \$1,000 of assessed value, and, be it further

RESOLVED, That the rates of taxation upon the remaining tax districts in the County of Albany for the year 2022 for the County taxes, general town expenses, payments of the expenses of improvements of highways, are hereby fixed on each of assessed valuation at the following rates:

Town of Berne	
General	
County Purposes	6.472739
Town 2,3,4	
Highway	0.493219
Town of Bethlehem	
General	
County Purposes	3.734388
Town	1.044770
Highway	1.724152
Town of Coeymans	
General	
County Purposes	3.490127
Town	2.689499
Town of Colonie	
General	
County Purposes	5.835283
Town	4.180524
Town of Green Island	
General	
County Purposes	3.953197
Town of Guilderland	
General	
County	3.470626
HAVA Charge-back	0.015948
NYS Retirement	0.161003
Town	0.186987
Highway 2	0.782504

Town of Knox		
General		
County Purposes		6.973420
Town		1.238738
Highway		0.726468
Town of New Scotland		
General		
County Purposes		3.826776
Town		1.497719
Part Town & Highway (Items 1-3-4)		0.400905
Town of Rensselaerville		
General		
County		6.333801
Town		2.851012
Highway (Item 1)		2.400502
Highway (Items 2-3-4)		3.376793
Town of Westerlo		
General		
County Purposes		433.955668
Town		265.014718
Highway (Item 1)		162.692563

and, be it further

RESOLVED, That the rates for special district taxes in the towns of the County of Albany having special districts for the purpose of raising sums necessary for the payment of expenses of said special districts be and the same hereby are, fixed on each of assessed valuation of the property in said districts as follows:

Town of Berne		
Berne Fire District (joint)		2.127252
Helderberg Ambulance District		0.508934
Town of Bethlehem		
Water District No. 1		0.608335
Delmar Fire District		0.969978
Elsmere Fire District		1.029415
Adv Life Support		.041909
Ambulance EMS		0.307238
Slingerlands Fire District (joint)		1.242181
Selkirk Fire District		1.579169

Elmwood Park Fire District (joint)	2.330341
Vista Light District	0.686229
Town of Coeymans	
Coeymans Hollow Fire District	1.636833
Coeymans Fire District	1.569892
Town of Colonie	
Latham Water District	0.289237
Maplewood Water District	0.636380
Latham Fire Protection District	1.543279
West Albany Fire District	2.021879
Schuyler Heights Fire District	3.112313
Boght Community Fire District	2.299662
Maplewood Fire Protection District	1.771899
Fuller Road Fire Protection District	1.896373
Verdoy Fire District	1.660158
Stanford Heights Fire District	2.159061
Midway Fire District	2.145955
Shaker Road Loudonville Fire Dist.	1.386364
Maplewood Refuse and Garbage	1.240270
Town of Guilderland	
Weather Field Light Dist.	0.023383
Altamont Fire Protection Dist.	0.641956
Guilderland Fire District (502)	1.531982
Guilderland Center Fire Dist.	1.394553
Guilderland Fire Protection Dist. No. 1	1.056036
Elmwood Park Fire District (joint)	2.167217
Fort Hunter Fire District	0.994551
McKownville Fire District	1.578673
Guilderland Lighting District	0.164415
Presidential Estates Lighting	0.449875
ALT-GC Ambulance District	.247142
W. Tpk Ambulance District	.091474
Pine Hills Lighting District	0.103063
Guilderland Water District	0.714189
Westmere Fire Dist.	0.992705
Rotterdam Fire Dist.	1.046262
McKownville Light Dist.	0.117426
Town of Knox	
Berne Fire District	2.295356
Knox Fire District	2.247235

Knox Lighting District	0.512697
Town of New Scotland	
Slingerland Fire District (joint)	1.269722
Onesquethaw Fire Protection District	1.355735
New Salem Fire Protection District	0.843441
Elmwood Park Fire District (joint)	2.381557
Clarksville Lighting District	0.283610
Feura Bush Lighting District	0.385686
Special EMT District	0.085402
New Salem Ambulance	0.213800
Delmar-Elsmere-Slingerland Ambulance	0.092337
Clarksville Water District	1.846095
Douglas Lane Light District	.035462
Heldervale Water District	0.326246
Town of Rensselaerville	
Preston Hollow Fire Protec. Dist.	1.234077
Rensselaerville Fire Protec. Dist.	0.968867
Rensselaerville St. Lighting Dist.	0.526638
Preston Hollow St. Lighting Dist.	1.048912
Medusa Fire Protection Dist.	1.651735
Rensselaerville Water Hydrant	0.345648
Town of Westerlo	
Westerlo Lighting District	35.547639
South Westerlo Lighting District	39.639485
Westerlo Fire Protection District	74.044050

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, Town and City Officials.

RESOLUTION NO. 553

APPROVAL OF EXTENSION IN TAX ROLLS, OF FORM, AND AMOUNTS IN TAX WARRANTS AND AUTHORIZING THEIR EXECUTION

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, It appears that the taxes as set forth in the separate tax rolls of the County of Albany have been properly and accurately extended, and

WHEREAS, The form of the tax warrants for each of said cities and towns within the County of Albany as attached to said rolls is in accordance with the provisions of law and the amounts set forth in said warrants are correct, now, therefore be it

RESOLVED, By the Albany County Legislature that the extension as set forth in said tax rolls is hereby approved and adopted as an act of this Legislature, and that the amounts as set forth as the taxes in said rolls be, and the same hereby are fixed and determined as the taxes due from each person, corporation and parcel of land as set forth in said rolls, and, be it further

RESOLVED AND ORDERED, That said tax warrants be duly executed as of December by the Chair and the Clerk of this Legislature and the seal of the County Legislature of the County of Albany be affixed thereto and the said tax rolls be delivered to the collectors of the cities and towns of the County of Albany, and, be it further

RESOLVED AND ORDERED, That there be annexed to the assessment and tax rolls, a warrant under the seal of the County Legislature signed by the Chair and the Clerk of this Legislature, and, be it further

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

December 16, 2021

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

Dear Chairman Joyce:

The Office of the County Executive is requesting that the Legislature designate Laura DeGaetano as 'Certifying Officer' for environmental reviews for the County's Community Development Block Grant (NYS CDBG) Project. On December 6, 2021, the County Legislature authorized the County to enter into a contract with New York State Office of Homes and Community Renewal (NYSHCR) for \$1,389,890 in NYS CDBG CARES funds (Resolution 489 of 2021). NYSHCR requires all CDBG recipients to designate a Certifying Officer and certify to their responsibility for acting as the Responsible Entity for conducting environmental reviews prior to the drawdown of project funds. .

The Certifying Officer may be the chief elected official or a designated representative who has the authority and is capable of assuring compliance with all environmental requirements. Given Ms. DeGaetano's role and experience with the County environmental review process, she is the appropriate person to serve as this designee. Sample resolution language is attached for review.

Sincerely

Daniel P. McCoy
Albany County Executive

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



County of Albany

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

Legislation Text

File #: TMP-2999, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to Designate a Certifying Officer for Environmental Review of County Community Development Block Grant Programs

Date:	12/16/2021
Submitted By:	Lucas Rogers
Department:	Office of the County Executive
Title:	Analyst
Phone:	518-447-5566
Department Rep.	
Attending Meeting:	Lucas Rogers

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) 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 Office of the County Executive is requesting that the Legislature designate Laura DeGaetano as ‘Certifying Officer’ for environmental reviews for the County’s Community Development Block Grant (NYS CDBG) Project. On December 6, 2021, the County Legislature authorized the County to enter into a contract with New York State Office of Homes and Community Renewal (NYSHCR) for \$1,389,890 in NYS CDBG CARES funds (Resolution 489 of 2021). NYSHCR requires all CDBG recipients to designate a Certifying Officer and certify to their responsibility for acting as the Responsible Entity for conducting environmental reviews prior to the drawdown of project funds. .

The Certifying Officer may be the chief elected official or a designated representative who has the authority and is capable of assuring compliance with all environmental requirements. Given Ms. DeGaetano’s role and experience with the County environmental review process, she is the appropriate person to serve as this designee. Sample resolution language is attached for review.

NOW, THEREFORE, BE IT RESOLVED:

Sec. 1. Director of [redacted] is designated as the Certifying Officer responsible for all activities associated with the environmental review process to be completed in conjunction with NYS CDBG Project number [redacted].

Sec. 2. That this resolution shall take effect immediately.

MOTION for adoption of this resolution by Councilperson [redacted]

Seconded by Councilperson [redacted]

Discussion:

VOTE BY ROLL CALL AND RECORD:

Councilperson [redacted]	<u>Aye</u>
Councilperson [redacted]	<u>Aye</u>
Councilperson [redacted]	<u>Aye</u>
Councilperson [redacted]	<u>Aye</u>
Supervisor [redacted]	<u>Aye</u>

Submitted – August 24, 2021

Adopted

STATE OF NEW YORK]
 COUNTY OF [redacted]]
 TOWN OF [redacted]] SS

I, [redacted], Town Clerk of the Town of [redacted], [redacted] County, New York, DO HEREBY CERTIFY, that I have compared the foregoing with the original resolution adopted by the Town Board of the Town of [redacted] at a regular meeting of said Board held on the 24th of August 2021, and that the foregoing is a true and correct transcript of said original resolution and of the whole thereof, and that said original resolution is on file in the Town Clerk's office.

I DO FURTHER CERTIFY that each of the members of said Town Board had due notice of said meeting, and that Supervisor [redacted], and Councilpersons [redacted], [redacted], and [redacted] were present.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of [redacted] his 25th day of August 2021.

[redacted]
 [redacted], Town Clerk

RESOLUTION NO. 489

AUTHORIZING AN AGREEMENT WITH NEW YORK STATE HOMES AND COMMUNITY RENEWAL TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT FUNDS

Introduced: 12/6/21

By Audit and Finance Committee:

WHEREAS, By Resolution No. 266 for 2021, this Honorable Body held a public hearing on two applications for funding under the Community Development Block Grant Program (CDBG) regarding programs for Albany County, and

WHEREAS, The County Executive has indicated that the New York State Homes and Community Renewal, which is administering the Community Development Block Grant Program (CDBG), has awarded Albany County a total of \$1,389,890 under the program for a term commencing immediately and ending November 10, 2022, and

WHEREAS, The program will fund \$1,000,000 in renovations in the City of Albany, to be administered by the Albany County Land Bank Corporation for parcels in need of improvements for which other funds were not available, and

WHEREAS, The program will further fund \$389,890 in supports for mental health services in underserved areas of Albany County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with New York State Homes and Community Renewal regarding the acceptance of Community Development Block Grant Program funding in the amount of \$1,389,890 for a term commencing immediately and ending November 10, 2022, 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.

RESOLUTION NO. 554

DESIGNATING A CERTIFYING OFFICER REGARDING THE NEW YORK STATE HOMES AND COMMUNITY RENEWAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Introduced: 12/21/21

By Audit and Finance Committee:

WHEREAS, By Resolution No. 489 for 2021, this Honorable Body authorized an agreement with New York State Homes and Community Renewal regarding the acceptance of Community Development Block Grant Program funding in the amount of \$1,389,890 for a term commencing immediately and ending November 10, 2022, and

WHEREAS, The proposed project, NYS CDBG Project #8CVHR33-21 is subject to the requirements of State Environmental Quality Review (SEQR) pursuant to 6 NYCRR 617, and

WHEREAS, The County Executive has requested that a Certifying Officer be named for the purposes of overseeing SEQR requirements related to these projects, and

WHEREAS, This Honorable Body has relied on the assistance and expertise of the Albany County Department of Economic Development, Conservation and Planning's Senior Natural Resource Planner in for many years on matters related to SEQR, to make certain that all appropriate steps are taken regarding various proposals, now, therefore, be it

RESOLVED, By the Albany County Legislature that Laura Degaetano, Senior Natural Resource Planner is hereby designated as the Certifying Officer, responsible for all activities associated with the environmental review process to be completed in conjunction with NYS CDBG Project #8CVHR33-21; and be it further

RESOLVED, That for the purposes of the NYS Environmental Quality Review Act (SEQRA), NYS CDBG Project #8CVHR33-21 is a Type II action, with no further review required under NYS regulations; and be it

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