

County of Albany

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



Meeting Agenda

Tuesday, January 25, 2022

6:00 PM

Held Remotely

Conservation, Sustainability and Green Initiatives **Committee**

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. LOCAL LAW NO. "M" FOR 2021: A LOCAL LAW CONCERNING THE CUTTING, REPLACING AND PRESERVATION OF FOREST LANDS BY COUNTY AUTHORITIES

CURRENT BUSINESS:

3. AMENDING RESOLUTION NO. 45 FOR 2019 REGARDING THE COUNTYWIDE RESILIENCY PLAN
4. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION AND AMENDING THE 2022 ALBANY COUNTY BUDGET
5. AMENDING RESOLUTION NO. 69 FOR 2021 REGARDING THE COUNTYWIDE CLIMATE RESILIENCY PLAN

County of Albany

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



Meeting Minutes

Tuesday, November 23, 2021

6:15 PM

Held Remotely

Conservation, Sustainability and Green Initiatives
Committee

PREVIOUS BUSINESS:

Present: William Reinhardt, Beroro T. Efekoro, Matthew J. Miller, Merton D. Simpson, Victoria Plotsky, Samuel I. Fein, Patrice Lockart, Peter B. Tunny and Frank J. Commisso

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:

2. RESOLUTION NO. 449: PUBLIC HEARING ON LOCAL LAW NO. "M" FOR 2021 A LOCAL LAW CONCERNING THE CUTTING, REPLACING AND PRESERVATION OF FOREST LANDS BY COUNTY AUTHORITIES

This proposal was tabled at the request of the Sponsor.

3. LOCAL LAW NO. "M" FOR 2021: A LOCAL LAW CONCERNING THE CUTTING, REPLACING AND PRESERVATION OF FOREST LANDS BY COUNTY AUTHORITIES

This proposal was tabled at the request of the Sponsor.

4. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CAPITAL REGION PARTNERSHIP FOR INVASIVE SPECIES MANAGEMENT REGARDING TREATMENT TO ERADICATE THE INVASIVE PLANT LESSER CELANDINE AT ANN LEE POND NATURE AND HISTORIC PRESERVE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

5. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION AND AMENDING THE 2021 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING BUDGET

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

A LOCAL LAW CONCERNING THE CUTTING, REPLACING AND PRESERVATION OF FOREST LANDS BY COUNTY AUTHORITIES

Introduced: 11/8/21

By: Mr. Perlee

SECTION 1.

Legislative Intent.

Trees play an essential role in the survival of our planet. Trees mitigate temperature fluctuation and lower air temperatures. Trees prevent soil erosion, regulate the hydrology of soil and groundwater levels and absorb surface water, preventing it from flowing into built up and paved areas that contain pollutants that contaminate our waterways. Trees provide aesthetic comfort to urban landscapes and help delineate and buffer areas of current and future development. Through photosynthesis trees sequester harmful carbon dioxide and release life giving oxygen. Certain species which were once abundant in our County, such as the White Pine and Black Locust, are particularly effective at carbon sequestration. By regulating the exchange of energy and water between earth's surface and atmosphere, trees are our planet's primary defense in the battle against global warming. If the present rate of tree removal and death is not addressed, we will lose our last tree, and with it the planet, in less than 200 years' time. It is the intent of this law to create a replacement protocol related to the cutting of forested lands of one-half acres or more owned by Albany County and to create an Albany County Forest Preserve which shall serve to help ensure the preservation and enhancement of the total amount of forest land within Albany County.

SECTION 2.

Protocol related to the cutting of forest lands owned by Albany County.

No area of forested land of one-half acre or greater owned by the County shall be disturbed and developed unless:

(a) an inventory of trees to be disturbed and /or removed is made and filed with the Albany County Soil and Water Conservation District ("ACSWCD"). The survey will conform with generally accepted standards of professional tree surveying and will comprehensively and accurately indicate the species and size of all trees 4" and greater diameter at breast height; and

(b) the ASCWCD will determine the value of the trees to be removed ("tree replacement value") using the Basic Formula Method from the *Guide for Plant Appraisal 10th Edition* by the International Society of Arboriculture;

(c) the County Executive shall place, or cause to be placed an amount equal to two times the tree replacement value (“replacement payment”) into a special Forest Replacement Reserve Fund (“Reserve Fund”) established for the purpose of purchasing replacement forest property;

(d) upon confirmation of deposit of the replacement payment, the ASCWCD shall certify compliance with this section and issue an authorization to proceed with disturbance and/or removal.

SECTION 3.

Purposes of the Reserve Fund.

Funds deposited within The Reserve Fund shall be utilized exclusively for the following purposes:

(a) to purchase lands suitable for reforestation to be held in fee simple by the County (b) costs directly associated with planting said purchased lands with tree species known to possess high carbon dioxide sequestration capabilities;

SECTION 4.

Acquisition and Maintenance of Replacement Forest Property.

No more than one year following an authorization to disturb county forest lands, the County Executive shall identify and caused to be purchased real property suitable for replacement forest. Said property shall:

(a) be designated as Albany County Forest Preserve and shall be operated and maintained as natural open space in accordance with New York State General Municipal Law, Section 247;

(b) be no smaller in area than two times the area of the parcel containing the disturbed forest land it replaced;

(b) be suitable for reforestation;

(d) be located in an area of the County otherwise underserved by County facilities;

(e) be located where it can serve as a permanent green buffer to existing or proposed development;

(f) be contiguous or in proximate vicinity to lands designated as County Forest Preserve, if applicable;

(g) be forever kept as forest lands;

(h) be capable of use for nature education programs, nature trails and other County recreation purposes.

SECTION 5.

State Environmental Quality Review Act Compliance.

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

SECTION 6.

Severability.

If any section, subsection, sentence, clause, phrase or other portion of this law is, for any reason, declared unconstitutional or invalid, in whole or in part, by any court of competent jurisdiction, such portion shall be deemed severable, and such unconstitutionality or invalidity shall not affect the validity of the remaining portions of this law, which remaining portions shall continue in full force and effect.

SECTION 7.

Effective Date.

This local law shall take effect upon filing with the New York Secretary of State.



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

January 9, 2022

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

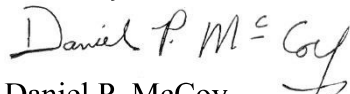
Dear Chairman Joyce:

The Office of the Albany County Executive is requesting authorization to execute a contract amend-ment with New York State Department of State pursuant to the Countywide Climate Resiliency Plan. The attached amendment updates the project budget to better suit the needs of the County. The County was awarded funding in the amount of \$138,145 with no County match requirement. The pro-gram supports the development of a resiliency plan that proactively addresses climate change risks and vulnerabilities associated with increased frequency and severity of storms and other climate threats.

As indicated in the attached Contract Amendment, the original grant budget included \$25,290 to offset County staff salary and \$1,605 for travel. As the project has progressed, we have determined that a more beneficial use of the funds will be to provide our consultant, Bergmann Associates, additional funding to develop conceptual designs, detailed project scopes, and preliminary engineering for resili-ency projects that are identified during the planning process. This work will position the County to ac-cess additional grant funding from FEMA, NYSDEC, federal infrastructure funding, and a potential NYS environmental bond act.

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

Sincerely


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
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-2945, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Authorization to Amend Contract with New York State Department of State (Climate Resiliency Plan)

Date:	11/21/2021
Submitted By:	Lucas Rogers
Department:	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):

New York State Department of State
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231

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: Develop a Countywide Resiliency Plan to address the risks of climate change

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

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 7/1/2019 - 10/31/2022

Length of Contract: 40 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: Resolution 87 for 2021

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

Justification: (state briefly why legislative action is requested)

The Office of the Albany County Executive is requesting authorization to execute a contract amendment with New York State Department of State pursuant to the Countywide Climate Resiliency Plan. The attached amendment updates the project budget to better suit the needs of the County. The County was awarded funding in the amount of \$138,145 with no County match requirement. The program supports the development of a resiliency plan that proactively addresses climate change risks and vulnerabilities associated with increased frequency and severity of storms and other climate threats.

As indicated in the attached Contract Amendment, the original grant budget included \$25,290 to offset County staff salary and \$1,605 for travel. As the project has progressed, we have determined that a more beneficial use of the funds will be to provide our consultant, Bergmann Associates, additional funding to develop conceptual designs, detailed project scopes, and preliminary engineering for resiliency projects that are identified during the planning process. This work will position the County to access additional grant funding from FEMA, NYSDEC, federal infrastructure funding, and a potential NYS environmental bond act.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY:</p> <p>NYS Department of State One Commerce Plaza 99 Washington Avenue – Suite 1010 Albany, NY 12231</p>	<p>BUSINESS UNIT/DEPT ID: DOS01/3800000</p> <p>CONTRACT NUMBER: C1001209</p> <p>CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>ALBANY COUNTY OF</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p> <p>n/a</p>	<p>PROJECT NAME:</p> <p>Albany County Countywide Resiliency Plan</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS VENDOR ID Number: 1000002428</p> <p>Federal Tax ID Number: 14-6002563</p> <p>DUNS Number (if applicable): n/a</p>	<p>AGENCY IDENTIFIER:</p> <p>16-LWRP-33 (CR)</p> <p>CFDA NUMBER (Federally Funded Grants Only):</p> <p>n/a</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>County of Albany 112 State Street - Room 1200 Albany, NY 12207</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: n/a</p> <p>Exemption Status/Code: 3A/02</p> <p><input type="checkbox"/> Sectarian Entity</p>

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

CONTRACTOR:

County of Albany
112 State Street - Room 1200
Albany, NY 12207

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Department of State
One Commerce Plaza
99 Washington Avenue – Suite 1010
Albany, NY 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

NEW YORK STATE - DEPARTMENT OF STATE

CONTRACT MODIFICATION FORM

Recipient: County of Albany
Contract #: C1001209
Region: CR
Type of Modification: Budget Modification

Budget Category Changes:

- A. Salaries
- B. Travel
- C. Supplies
- D. Equipment
- E. Contractual
- F. Other

Reason and Justification for changes: The County is amending the budget to move all expenses into the contractual services line. The County would prefer to use grant funding for the selected consultant for conceptual designs and preliminary engineering, which aligns with the project scope and overall budget with this amendment. This will allow for a more detailed and in-depth final product.

RECIPIENT APPROVAL:

Signature of Authorized Official

Date

Name of Authorized Official

Title of Authorized Official

FOR DOS USE ONLY:

Program Representative Action:

____ Approved

____ Disapproved

Signature of Program Representative

Date

BUDGET COMPARISON SUMMARY

Contractor Name Albany (Co)
Contract Number C1001209

Category	Current Budget	Change +/-	Amended Budget
A. Salaries	\$25,290.00	-\$25,290.00	\$0.00
B. Travel	\$1,605.00	-\$1,605.00	\$0.00
C. Supplies	\$0.00	\$0.00	\$0.00
D. Equipment	\$0.00	\$0.00	\$0.00
E. Contractual	\$111,250.00	\$26,895.00	\$138,145.00
F. Other	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COST	\$138,145.00	\$0.00	\$138,145.00
Total State Share	\$138,145.00		\$138,145.00
Total Local Share	\$0.00		\$0.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

Budget Summary:	Total Budget
A. Salaries	\$ 0.00
B. Travel	\$ 0.00
C. Supplies	\$ 0.00
D. Equipment	\$ 0.00
E. Contractual Services	\$ 138,145.00
F. Other	\$ 0.00
Total Budget:	\$ 138,145.00
Local Match:	\$ 0.00
State Funds:	\$ 138,145.00

MWBE Goals:		
State funds subject to MWBE goals		\$ 138,145.00
MBE Goal	15%	\$ 20,721.75
WBE Goal	15%	\$ 20,721.75

A. SALARIES (including fringe benefits)	Total Budget
	\$ 0.00

B. TRAVEL	Total Budget
	\$ 0.00

C. SUPPLIES	Total Budget
	\$ 0.00

D. EQUIPMENT	Total Budget
	\$ 0.00

E. CONTRACTUAL SERVICES	Total Budget
Professional planning services to develop a countywide resilience plan including project research, analysis, stakeholder coordination, and plan production. Subcontractor: Bergmann Associates 2 Winners Circle, Suite 102, Albany, NY 12205	\$ 134,395.00
Production and copying of project maps and documents. Subcontractor: To be determined	\$ 3,750.00
	\$ 138,145.00

F. OTHER	Total Budget
	\$ 0.00

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Agency Specific Clauses (revised 4/21/20)

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
1. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Applicable Terms

In addition to the criteria set forth in IV(E)(1)(b) of the Standard Terms and Conditions, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and
3. Comply with the Contractor's established accounting policies.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans, analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars, including but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.
2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to

direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.

3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see <http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. In addition to the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and

quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

I. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.
2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and

records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name: Laurissa Garcia
Title: Contract Management Specialist
Agency/Division: Department of State, Office of Planning and Development
Address: 99 Washington Avenue, Suite 1010
Albany, NY 12231
Telephone Number: 518-486-9540
E-Mail Address: opdcontracts@dos.ny.gov

2. Notice to the Contractor

Name: Daniel P. McCoy
Title: County Executive
Affiliation: County of Albany
Address: 112 State Street - Room 1200
Albany, NY 12207
Telephone Number: 518-447-7040
E-Mail Address: County_Executive@albanycountyny.gov

M. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a “covered provider” within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a “covered provider”:
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor’s failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.
2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving “State funds” or “State-authorized payments” originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a “covered provider” within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

N. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the “Agency”), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws. Contractor agrees that the terms “MWBE,” “MBE” and “WBE” as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - 1) Evidence of outreach to MWBEs;
 - 2) Any responses by MWBEs to the Contractor's outreach;
 - 3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - 4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,
 - 5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity (“EEO”)

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- b. In performing the Contract, the Contractor shall:
 - 1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - 2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - 3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - 4) The Contractor's EEO policy statement shall include the following language:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “e” of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of

the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply:

The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

- 1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.
- 2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.
- 3) The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

- a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.
- b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.
- c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

- a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report.

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

O. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>.

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Division of Affirmative Action Programs – SDVOB Program at Catherine.Traina@dos.ny.gov or Api.Ohouo@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf.

II. Program Specific Clauses (revised 9/7/18)

A. This Agreement has been entered into pursuant to the following understandings:

1. The State Smart Growth Public Infrastructure Policy Act in Article 6 of the Environmental Conservation Law lists eleven (11) Smart Growth Public Infrastructure Criteria and they include “to mitigate future physical climate risk due to sea level rise, and/or storm surges and/or flooding, based on available data predicting the likelihood of future extreme weather events, including hazard risk analysis data if applicable”.
2. The Department of State (Department) solicited for and received applications for Countywide Resiliency Planning projects from eligible grantees.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Program Work Plan as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project.
4. State assistance and funds (Funding Amount set forth on the Face Page) for the State’s share of costs relating to this Project (Attachment C Program Work Plan) are provided pursuant to an appropriation of funds for Smart Growth projects made in the New York State Capital Projects Budget.
5. The Contractor shall request payment and reimbursement of eligible and supportable costs incurred under this Agreement, on an interim basis, and each such payment request will be processed by the Department in accordance with relevant provisions set forth herein, together with the following terms:
 - a. The Department, upon approving each payment request, shall make an interim payment for eligible and supportable costs incurred by the Contractor.
 - b. The final payment request will not be processed by the Department prior to satisfactory completion of the Project.
 - c. The Department can withhold the final 10% of the total amount that may be funded by the State in accordance with this Agreement, until the satisfactory completion of the Project.
6. No liabilities are to be incurred beyond the contract period and no costs will be reimbursed for such liabilities unless: 1) funds have been reappropriated for the Project in the subsequent State fiscal year, 2) the Department determines that it is in the best interest of the Department and the State to provide additional time to complete the Project and 3) an extension agreement is approved in accordance with Section IA. of the Agreement.
7. Subject to the availability of funds, determination by the Department that it is in the best interest of the State, and upon mutual written consent of the parties, the State may provide a no-cost time extension. The parties shall revise or complete the appropriate appendix form(s), which may be subject to approval of the Office of the State Comptroller.
8. The Contractor has demonstrated its ability to finance its share of the Project and has agreed to fund its portion of the cost of the Project.
9. The Contractor shall submit with its request for final payment a Final Project Summary Report and a final Project Status Report on forms prescribed by the Department.

10. The Contractor shall submit a Project Status Report, on a form prescribed by the Department, on a semi-annual basis for the periods ending June 30 and December 31. Reports are due no later than 30 days following the end of each reporting period.

B. Additional Requirements for Construction Projects

1. Project design, including preparation of final plans and specifications, and supervision of construction shall be undertaken by a qualified architect and/or engineer licensed to practice in the State of New York. The Contractor shall submit final plans and specifications to the Department for its acceptance before initiating construction work or, if the Contractor intends to subcontract for construction work, before the work is advertised for bidding. No change to project plans may be made without the prior written approval of the Department. The Contractor shall also be responsible for erecting a project sign satisfactory to the Department identifying the Project. The project sign shall remain in place for the useful life of the improvements undertaken pursuant to this Agreement. Upon completion of the Project, the Contractor shall submit to the Department a proper certification from a licensed architect or engineer.
2. The State shall make periodic inspections of the project both during its implementation and after its completion to ensure compliance with this Agreement. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the State in all construction contracts relating to the project.
3. The Contractor shall be responsible for ensuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS - Appendix A to 41 CRF part 101-19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG - Appendix A of Title 9 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

C. Reports, Documents and Maps

The Contractor shall, where appropriate, identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 3 of the Environmental Protection Fund."

D. Contractors Insurance Requirements

1. Prior to the commencement of the work, the Contractor shall file with the Department of State, Certificates of Insurance evidencing compliance with all requirements contained in this Agreement. Such certificate shall be of form and substance acceptable to the Department.
2. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Agreement.
3. All insurance required by the Agreement shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State;

shall be primary and non-contributing to any insurance or self insurance maintained by the Department; shall be endorsed to provide written notice be given to the Department, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name the People of the State of New York and their directors officers, agents, and employees as additional insureds thereunder.

4. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject.
5. Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.
6. The Contractor shall cause all insurance to be in full force and effect as of the date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.
7. Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply the Department updated replacement Certificates of Insurance, and amendatory endorsements.
8. Unless the Contractor is self-insured, Contractor shall, throughout the term of the Agreement or as otherwise required by this Agreement, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of this Agreement, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies). Where Contractor is self-insured, the Contractor shall provide suitable evidence of such to the Department relating to the risks and coverage amounts as provided hereunder.
 - a. Comprehensive Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
 - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
 - 2) Products and Completed Operations coverage shall include a provision that coverage will extend for a period of at least twelve (12) months from the date of final completion and acceptance by the owner of all of contractors work.

- b. Where the Project described in Attachment C includes the construction of any structure or building, a Builder's Risk Policy until the Project is completed and accepted in the amount of the total project cost.
 - c. Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
 - d. Comprehensive Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non owned automobiles.
 - e. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
 - f. An Owner's Protective Liability Policy with limits no less than \$1,000,000 in the name of the Contractor.
9. Professional consultants retained by the Contractor in connection with the Project shall show evidence of professional liability insurance with limits no less than \$1,000,000.

E. Contractor Property Interest

Contractor warrants that it has fee simple or such other estate or interest in the site of the Project, where the Project is undertaken at a site, including easements and /or rights-of-way sufficient to assure undisturbed use and possession for the purposes of construction and operation for the estimated life of the Project. Contractor further acknowledges that where such project is undertaken on or involves the use of lands for active or passive recreational use, it is a material term of this Agreement that such lands shall be available for such recreational use by the People of the State of New York. Additionally, Contractor shall not limit access or discriminate on the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

F. Date/Time Warranty

- 1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
- 2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various

date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

3. This Date/Time Warranty shall survive beyond termination or expiration of this Contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

G. Fees

The Contractor may charge a reasonable fee for the use of any facility which is part of the project.

1. Except for the imposition of a differential fee schedule for non-residents of the municipality in which the project is located, the establishment of any preferential user fee for any person or entity is prohibited. Fees charged to non-residents shall not exceed twice those charged to residents.
2. Where there is no charge for residents but a fee is charged to non-residents, non-resident fees cannot exceed fees charged for residents at comparable State or local public facilities.
3. Reservation, membership or annual permit systems available to residents must also be available to non-residents and the period of availability must be the same for both residents and non-residents.

H. Alienation

Where the project is undertaken on or involves parklands or public waterfront land, the following additional provisions apply:

1. The Contractor shall not at any time sell or convey any facility or any portion of the project acquired or developed pursuant to this Agreement or convert such facility or any portion of the project to other than public park or public waterfront purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other lands of equal fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other requirements as shall be approved by State.
2. The Contractor agrees to own a property interest sufficient to maintain and operate the project in perpetuity. The Contractor shall not authorize the operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, lease or other arrangement without first obtaining the written approval of the State.

I. Requirements for Contract GIS Products (1/17/13)

1. General Map Product Requirements -- The following general cartographic requirements must be adhered to by the Contractor:
 - a. Map Products and Supporting Data -- The Department requires delivery of digital map products, including all associated GIS and/or CAD digital files. Such materials must meet the specifications outlined in this General Map Product Requirements section and the Additional Digital Cartographic File Requirements section. Additionally, finished maps should also be provided in a format suitable for viewing and printing (e.g. PDF). If analog map products are

required by the contract, they must meet specifications outlined in this General Map Product Requirements section and the Additional Digital-Ready Map Product Requirements section.

- b. Deliverable Format -- All digital map and attribute table files must be provided in ESRI Shapefile or Geodatabase file format including all associated metadata on Recordable CD or DVD, external hard drive, via email attachment (preferably in a WinZIP file) or downloadable from an ftp site on the Internet. Alternatively, the digital products may be provided as ArcInfo/GIS coverages or CAD files on the same media types upon approval of the Department. All other digital formats require prior approval of the Department. Coordination with the Department prior to submission of digital media is required to ensure compatibility of the delivered materials.
 - c. Documentation -- A data dictionary must be included along with the map files describing file contents and file names, as well as metadata for each file including map projection, horizontal and vertical datums used, coordinate system, RMS accuracy and log sheet, information sources and dates, the map maker and date of preparation, and creation methodology. Data provided under federal funds must be provided in a manner which meets Digital Geospatial Federal Geographic Data Committee Metadata Standard as executed by Executive Order 12906, April 11, 1994, "Coordinating Geographic Data Acquisition and Access: the National Spatial Data Infrastructure".
 - d. Map Accuracy -- All deliverable map products must conform to National Map Accuracy Standards for horizontal and vertical accuracy as established by the United States Bureau of the Budget, June 10, 1941, revised June 17, 1947. For example, for maps at 1:20,000 or smaller, not more than 10% of the well-defined map points tested must be more than 1/50 inch (0.508 mm) out of correct position. At 1:24,000, this tolerance translates to a required horizontal accuracy of 40 feet. If by prior agreement with the Department the map product does not conform to National Map Accuracy Standards, then a statement of actual map accuracy should be included in the Documentation above. Furthermore, hydrographic surveys and maps should conform to recommended accuracy standard proposed in the joint USGS, NOS, Coastal Mapping Handbook, 1978, Melvin Ellis editor, U.S. Government Printing Office, Appendix 6.
 - e. Datums and Coordinate Systems-- All map products should be referenced to the North American Horizontal Datum of 1983 (NAD83) and the National Geodetic Vertical Datum of 1988 (NGVD88). Unless otherwise specified in the RFP, UTM Zone 18 shall be used for data at scales smaller than 1:10,000 and State Plan shall be used for data at 1:10,000 scale and larger.
2. Additional Digital Cartographic File Requirements -- The following cartographic construction requirements must be adhered to by the Contractor:
- a. Edge-matching -- All map sheets must be both visually and coordinate edge-matched with adjacent map sheets. No edge-match tolerance will be allowed. Attributes for splittable features must also be identical.
 - b. Common Boundaries -- All features that share a common boundary, regardless of map layer, must have exactly the same coordinate position of that feature in all common layers.
 - c. Point Duplication -- No duplication of points that occur within a data string is permitted.

- d. Connectivity -- Where graphic elements visually meet, they must also digitally meet. All confluences of line and polygon data must be exact; "overshoots", "undershoots", "slivers", or "offshoots" are NOT permitted.
 - e. Line Quality -- A high quality cartographic appearance must be achieved. Transitions from straight lines to curvilinear elements must be smooth, with angular inflections at the point of intersection. The digital representation must not contain extraneous data at a non-visible level. There should be no jags, hooks, or zero length segments. Any lines that are straight, or should be straight, should be digitized using only two points that represent the beginning and ending points of the line.
 - f. Polygon Closure -- For area features being digitized, the last coordinate pair must be exactly (mathematically) equal to the first coordinate pair. No line or polygon must cross itself except to join at an actual confluence. All digitized features across map boundaries must be edited to effect smooth and continuous lines.
 - g. Graphic Precision -- Positional coordinates for all digital graphic elements should not be reported to a level of precision greater than one thousandth (.001) of a foot.
 - h. Digitizer Accuracy -- The required RMS error for digitizer accuracy must be 0.003 or better for digital map registration.
3. Digital-Ready Map Product Requirements -- The following requirements for large scale, non-digital map products must be followed to facilitate the future conversion of the maps to digital map products. All large format, non-digital map products must be provided on stable base material at a scale. The map products must include an index map to all map sheets and thorough descriptions of all the cartographic elements portrayed on the maps.
- a. Base Map Media -- All maps must be created on mylar or other stable base material.
 - b. Map Scale -- All maps of a similar series should be created using the same base scale. Unless otherwise stated by the Department, all maps should be compiled at 1:24,000. If other map scales are approved by the Department, where possible they will conform to standard map scales such as 1:9600; 1:50,000; 1:75,000; or 1:100,000.
 - c. Map Registration -- The maps must provide a minimum of four (4) corner and four (4) interior ticks tied to USGS/NYS DOT quadrangle Lat/Long or NYTM coordinates. The maps must be geometrically correct and should register when overlaid on the appropriate USGS/NYS DOT quadrangle control ticks.
 - d. Map Title and Legend -- The maps must provide a title and legend block describing the information contained on the maps, and including the Documentation and Datums information requested in the General Map Product Requirements above and the map scale.
 - e. Cartographic Quality -- The quality of all map line work and symbolization must conform to items 1 - 6 in the map criteria set forth in the Additional Digital Cartographic File Requirements section outlined above.

4. Contract Database Standards

- a. Delivery Media -- All database and tabular files must be provided on digital media as specified above in Deliverable Format.
- b. Software Format -- Database and tabular files can be provided in Oracle, Microsoft Excel or Microsoft Access format. Other formats that are convertible to one of the aforementioned formats may be used with prior approval of the Department.
- c. Geographic Attributes -- Database and tabular files that contain elements with a geographic reference must provide a corresponding data field and a geographic coordinate pair for each feature location.

J. Notice of Public Proceedings

The Contractor agrees to provide the Department with prompt and timely written notice at least two weeks in advance of all public proceedings, including, but not limited to public meetings or hearings, relating to the Project.

K. Environmental Review

1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided the Department with appropriate documentation that Contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

RESOLUTION NO. 87

**AMENDING RESOLUTION NO. 45 FOR 2019 AS AMENDED REGARDING
THE COUNTYWIDE RESILIENCY GRANT PROGRAM**

Introduced: 3/8/21

By Audit and Finance Committee:

WHEREAS, By Resolution No. 45 for 2019, this Honorable Body authorized an agreement with the New York State Department of State regarding the acceptance of grant funding related to the Countywide Resiliency Grant Program for the term commencing February 11, 2019 and ending on September 12, 2020, and

WHEREAS, By Resolution No. 190 for 2020, this Honorable Body authorized the extension of the term of grant funding from September 12, 2020 to January 31, 2022

WHEREAS, The County Executive has indicated that, due to implementation delays related to the COVID-19 pandemic, the New York State Department of State has authorized an extension for the term of grant funding from January 31, 2022 to September 31, 2022, and

WHEREAS, The County Executive has requested an amendment to the grant term in order to fully implement the Countywide Resiliency Grant Program, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution No. 45 for 2019, as amended, is hereby amended to reflect an ending date of September 31, 2022, rather than January 31, 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.



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

January 6, 2022

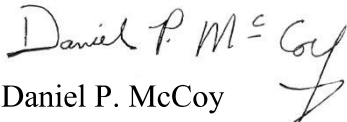
Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The Office of the County Executive is requesting authorization to enter into a contract with New York State Department of Environmental Conservation (NYSDEC) to accept grant funding to complete County operations and community greenhouse gas (GHG) inventories. A GHG inventory is one of the first and most important steps in the local climate action process because it established the baseline to track progress against and helps identify priority actions to reduce emissions. A local government operations GHG inventory is an accounting, analysis, and report of the GHG emissions resulting from the day-to-day operations of County government. A community GHG inventory is a similar analysis of the GHG emissions resulting from transportation fuels, waste, energy usage in buildings, and other sources within the County boundary. NYSDEC has awarded the County \$15,000 to cover 50 percent of the cost to update our outdated GHG inventories.

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

Sincerely


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
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-3033, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with New York State Department of Environmental Conservation to Accept Greenhouse Gas Inventory Grant Funding

Date: 1/6/2022
Submitted By: Lucas Rogers
Department: CEO
Title: Senior Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

New

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

NYS Department of Environmental Conservation
625 Broadway, 14th Floor
Albany, NY 12233

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$15,000
Scope of Services: Completion of County Greenhouse Gas Inventories

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: A3 8020 03804

Revenue Amount: \$15,000

Appropriation Account and Line: A9 8020 44046

Appropriation Amount: \$15,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 50

County: 50

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 2/15/2022 - 12/31/2022

Length of Contract: 10.5 Months

Impact on Pending Litigation

Yes No

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

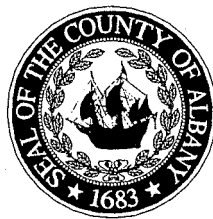
Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution 315 for 2021

Date of Adoption: 9/13/2021

Justification: (state briefly why legislative action is requested)

The Office of the County Executive is requesting authorization to enter into a contract with New York State Department of Environmental Conservation (NYSDEC) to accept grant funding to complete County operations and community greenhouse gas (GHG) inventories. A GHG inventory is one of the first and most important steps in the local climate action process because it established the baseline to track progress against and helps identify priority actions to reduce emissions. A local government operations GHG inventory is an accounting, analysis, and report of the GHG emissions resulting from the day-to-day operations of County government. A community GHG inventory is a similar analysis of the GHG emissions resulting from transportation fuels, waste, energy usage in buildings, and other sources within the County boundary. NYSDEC has awarded the County \$15,000 to cover 50 percent of the cost to update our outdated GHG inventories.



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

September 16, 2021

Hand Delivered

Honorable Necole Chambers, Clerk
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Ms. Chambers:

Please be advised, that pursuant to Section 309(b)(i) of the Albany County Charter, I hereby approve Resolution No. 275, 315, 326 by the Albany County Legislature at its meeting held on September 13, 2021

Sincerely,

Dan McCoy
Daniel P. McCoy
Albany County Executive

DPM/kb

- cc: Honorable Andrew Joyce, Chairman, Albany County Legislature
- Honorable Susan A. Rizzo, Albany County Comptroller, Department of Audit and Finance
- Rebekah Kennedy, Esq., Majority Counsel, Albany County Legislature
- Arnis Zilgme, Esq., Minority Counsel, Albany County Legislature
- Eugenia K. Condon, Esq., County Attorney, Albany County Department of Law
- Edward L. Dott, Executive Deputy Comptroller, Albany County Department of Audit and Control
- David M. Latina, Commissioner, Albany County Department of General Services
- Anthony J. Fontanelli, Associate Operations Supervisor, Albany County Department of Audit and Control

Receiver Signature:
Deliverer Signature:
Date:
Time:

N Chambers

SV White

9/16/21

1:04 PM

RESOLUTION NO. 315**AUTHORIZING THE ALBANY COUNTY EXECUTIVE TO SUBMIT AN APPLICATION FOR THE CLIMATE SMART COMMUNITIES PROGRAM THROUGH THE NEW YORK STATE 2021 CONSOLIDATED FUNDING APPLICATION (CFA) PROCESS**

Introduced: 9/13/21

By Audit and Finance Committee and Mr. Miller:

WHEREAS, The Albany County Executive has requested authorization to submit multiple applications through the New York State 2021 Consolidated Funding Application (CFA) process in anticipation of receiving funds for various County projects, including the Climate Smart Communities Program, and

WHEREAS, The County of Albany hereby requests financial assistance from the New York State Climate Smart Communities Grant Program pursuant to Environmental Conservation Law Article 54 Title 15, and

WHEREAS, The County of Albany certifies that it has identified \$30,000 of matching funds from the 2021 Albany County Budget pursuant to the requirements of Environmental Conservation Law Article 54 Title 15, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is hereby authorized behalf of the County of Albany to submit any and all documents necessary for this grant through the Consolidated Funding Application for \$30,000, to be used for the New York State Department of Environmental Conservation Climate Smart Communities Certification Project, 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 – 9/13/21

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of September, 2021, 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 14th day of September, 2021.

Neale Chambers

Clerk, Albany County Legislature

OFFICE OF THE COMMISSIONER

New York State Department of Environmental Conservation
625 Broadway, 14th Floor, Albany, New York 12233-1010
P: (518) 402-8545 | F: (518) 402-8541
www.dec.ny.gov

DEC 16 2021

Honorable Daniel McCoy
County Executive
Albany County
112 State Street, Room 1200
Albany, NY 12207

Re: CFA Application # 111453 Climate Smart Communities Project - Greenhouse Gas Inventories Update

Dan
Dear County Executive McCoy:

The 2021 Consolidated Funding Application (CFA) made over \$750 million in economic development resources available from over thirty programs across ten state agencies. The programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. The Department of Environmental Conservation (DEC) is proud to have contributed \$11 million to this year's CFA through the Climate Smart Communities (CSC) Grant Program.

We are pleased to inform you that the Greenhouse Gas Inventories Update project has been selected to receive a CSC grant in the amount of \$15,000. If you applied for funding from other programs or other State agencies, you will receive information from those programs or agencies separately.

Once DEC has received approval from the Office of the State Comptroller, we will reach out to the person identified in your grant application as the primary contact to provide additional information related to developing a contract for state assistance. All contracts will be developed through the New York State Grants Gateway. We recommend visiting the Grants Management portal at <https://grantsmanagement.ny.gov/manage-contracts> to download the document entitled "Vendor User Manual" and become familiar with the Grants Gateway and contracting process.

We look forward to working with you on this important climate action project. If you have

APPROPRIATIONS

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9 8020 44046	Fees For Services	15,000.00	0.00		Economic Development
TOTAL APPROPRIATIONS		<u>15,000.00</u>	<u>0.00</u>		

ESTIMATED REVENUES

ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A3 8020 03804	DEC GHG Inventories	0.00	15,000.00		Economic Development
TOTAL ESTIMATED REVENUES		<u>0.00</u>	<u>15,000.00</u>		
GRAND TOTALS		<u>15,000.00</u>	<u>15,000.00</u>		

|||

|||



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

January 10, 2022

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

Dear Chairman Joyce:

The Office of the Albany County Executive is requesting authorization to amend a contract and award an add alternate to Bergmann Associates pursuant to the Countywide Climate Resiliency Plan. The County was awarded funding in the amount of \$138,145 with no County match requirement. The program supports the development of a resiliency plan that proactively addresses climate change risks and vulnerabilities associated with increased frequency and severity of storms and other climate threats.

The County is amending our grant agreement with New York State Department of State in order to repurpose grant funds for this purpose. The original grant budget included \$25,290 to offset County staff salary and \$1,605 for travel. As the project has progressed, we have determined that a more beneficial use of the funds will be to provide our consultant, Bergmann Associates, additional funding to develop conceptual designs, detailed project scopes, and preliminary engineering for resiliency projects that are identified during the planning process. This work will position the County to access additional grant funding from FEMA, NYSDEC, federal infrastructure funding, and a potential NYS Environmental Bond Act.

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

Sincerely

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
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-3038, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Authorization to Amend Contract with Bergmann Associates for Countywide Resiliency Plan

Date:	1/10/2022
Submitted By:	Lucas Rogers
Department:	CEO
Title:	Senior Policy Analyst
Phone:	518-447-5566
Department Rep.	
Attending Meeting:	Lucas Rogers

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
 - Choose an item.
 - Submission Date Deadline Click or tap to enter a date.
- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Bergmann Associates, Architects, Engineers, Landscape Architects & Surveyors, D.P.C.
2 Winners Circle, Suite 102
Albany, New York 12205-1121

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$26,895
Scope of Services: Amending contract with Bergmann Associated to award Add Alternate for conceptual designs and preliminary engineering.

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: A 1610 02770
Revenue Amount: \$26,895

Appropriation Account and Line: A8020 4 4046
Appropriation Amount: \$26,895

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 3/12/2021 - 10/31/2022
Length of Contract: ~18 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Reso. 69 for 2021
Date of Adoption: 3/8/2021

Justification: (state briefly why legislative action is requested)

The Office of the Albany County Executive is requesting authorization to amend a contract and award an add alternate to Bergmann Associates pursuant to the Countywide Climate Resiliency Plan. The County was awarded funding in the amount of \$138,145 with no County match requirement. The program supports the development of a resiliency plan that proactively addresses climate change risks and vulnerabilities associated with increased frequency and severity of storms and other climate threats.

The County is amending our grant agreement with New York State Department of State in order to repurpose grant funds for this purpose. The original grant budget included \$25,290 to offset County staff salary and \$1,605 for travel. As the project has progressed, we have determined that a more beneficial use of the funds will be to provide our consultant, Bergmann Associates, additional funding to develop conceptual designs, detailed project scopes, and preliminary engineering for resiliency projects that are identified during the planning process. This work will position the County to access additional grant funding from FEMA, NYSDEC, federal infrastructure funding, and a potential NYS Environmental Bond Act.



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

RECOMMENDATION NOTICE

To: Karen Storm, Purchasing Agent

From: Office of the Albany County Executive

Date: 2/4/2021

Subject: RFP # 2021-003
Albany County Climate Resiliency Plan

Upon review of the six (6) proposals that were received regarding the aforementioned project, I would like to recommend Bergmann Associates for the award in the amount not to exceed \$111,015. Subject to funding availability from New York State, I would like to award Bergmann the Add Alternate in the amount not to exceed \$26,460.

Several competitive bids were submitted with comparable cost proposals. The proposal submitted by Bergmann Associates excelled in all other areas measured by the RFP including qualifications of personnel, relevant experience and expertise, capacity and timeliness, and proposal and technical approach.



COUNTY OF ALBANY
 DEPARTMENT OF GENERAL SERVICES
 PURCHASING DIVISION
 112 STATE STREET, ROOM 1000
 ALBANY, NEW YORK 12207-2021
 (518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
 COUNTY EXECUTIVE

DAVID M. LATINA
 COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
 PURCHASING AGENT

MEMORANDUM

TO: Lucas Rogers
 Office of the County Executive

FROM: Karen Storm *Karen*
 Purchasing Agent

DATE: February 5, 2021

RE: RFP#2021-003 Albany County Climate Resiliency Plan

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Bergmann Associates in the amount not to exceed \$111,015.00 and the Add Alternate in the amount not to exceed \$26,460.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Bergmann Associates for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.

E. Facilitate a Community CRS Assessment

Bergmann will conduct an assessment for documenting current activities and calculating possible credit points in FEMA's Community Rating System (CRS) for one interested local government in Albany County. CRS is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP). We will develop a methodology in order to select the community that stands to benefit most from CRS participation and is likely to qualify for at least CRS Class 9.

Our CRS assessment will utilize the CRS Quick Check. The Quick Check is a tool developed by FEMA that helps estimate credit for a community by examining the most common CRS activities (elements that have been credited for at least 75% of the CRS communities in the country). The selected community will receive a Quick Check assessment that will highlight strengths in floodplain management and opportunities to expand flood protection activities, such as working collaboratively and sharing resources.

The Bergmann team will address each of the tasks outlined in the RFP. We understand that New York State has low participation in the CRS due in part to the administrative cost of participating, which can be burdensome for towns and villages with few permanent staff. To decrease the administrative burden to participate in the CRS, we will examine ways that regional cooperation and coordination might assist several communities with technical assistance in the development of applications and achieve an economy of scale.

F. Conceptual Designs and Preliminary Engineering *(Add Alternate)*

The Bergmann team will work with County staff and the project advisory committee to identify a small number of priority projects from the resiliency projects developed in Task 8, for which conceptual designs and/or preliminary engineering will be developed by our technical project team. We will determine project feasibility based on factors such as benefit-cost ratio (e.g., flood risk reduction, impacts on socially vulnerable communities, co-benefits, etc.), compatibility with available state and federal funding programs, and inspection and maintenance activities.

CRS Program

As of August 2020, 1506 communities in New York participate in the National Flood Insurance Program (NFIP). Of these communities, 35 (or 2%) participate in the Community Rating System (CRS). The Town of Greece in Monroe County currently has the highest rating in New York State, which is a Class 6. Bergmann will use the CRS Quick Check to determine which community in Albany County is best suited for participation. Many counties in New York State engage in activities that assist communities with planning, code enforcement, natural resource conservation, emergency management, and other functions, and this assessment will facilitate our team's development of an action plan for the community to meet the administrative requirements and long-term maintenance of the CRS program and propose ideas for regional and/or intermunicipal coordination and collaboration.

RESOLUTION NO. 69

AUTHORIZING AN AGREEMENT WITH BERGMANN ASSOCIATES REGARDING THE DEVELOPMENT OF A COUNTYWIDE CLIMATE RESILIENCY PLAN

Introduced: 3/8/21

By Conservation, Sustainability, and Green Initiatives Committee:

WHEREAS, By Resolution No. 45 for 2019, this Honorable Body authorized an agreement with New York State Department of State to accept grant funding regarding the Countywide Climate Resiliency Grant Program in the amount of \$138,145, with no local share, for a term commencing March 12, 2021 and ending September 30, 2022, and

WHEREAS, The Albany County Executive has requested authorization to enter into an agreement with Bergmann Associates for the development of a Countywide Climate Resiliency Plan in the amount of \$111,015 for a term commencing March 12, 2021 and ending on September 30, 2022, and

WHEREAS, The County Executive has indicated that Bergmann Associates will identify and analyze the risks posed by climate change to key assets in the County and develop specific strategies and projects that will improve the physical, economic, and social resiliency of the County, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Bergmann Associates, Albany, NY 12205 for the development of a Countywide Climate Resiliency Plan in the amount of \$111,015 for a term commencing March 12, 2021 and ending on September 30, 2022, and, be it further

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