

County of Albany

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



Meeting Agenda

Tuesday, October 29, 2024

6:00 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Conservation, Sustainability and Green Initiatives Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING CAPITAL IMPROVEMENTS AT THE SHAKER HERITAGE SITE
3. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES REGARDING UPGRADES TO AERIAL IMAGING OF ALBANY COUNTY

County of Albany

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



Meeting Minutes

Tuesday, September 24, 2024

6:00 PM

Harold L. Joyce Albany County Office Building
Cahill Room - First Floor

Conservation, Sustainability and Green Initiatives
Committee

PREVIOUS BUSINESS:

Present: Merton D. Simpson, Mickey Cleary, Beroro T. Efekoro,
Matthew J. Miller, Ellen Rosano, Jeff S. Perlee and
Christopher H. Smith

Excused: William Reinhardt and Susan C. Laurilliard

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. LOCAL LAW NO. "E" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 146 OF THE ALBANY COUNTY CODE TO INCLUDE A PROHIBITION ON THE USAGE OF HAZARDOUS WASTE ASH IN PRODUCTS

This Local Law was tabled at the request of the Sponsor.

3. PUBLIC HEARING ON PROPOSED MODIFICATIONS TO AGRICULTURAL DISTRICT NO. 2

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



SHAKER HERITAGE SOCIETY

25 Meeting House Road * Albany, New York 12211

www.ShakerHeritage.org * (518) 456-7890

Board Members

Danielle Walsh
President

Frederick Acunto
Therese Daly
Gail Hughes-Morey
Stephen Iachetta
Joey Kirker
Matthew Miller
Mark Muscatiello
James Prout
Ann Thornton

Ex. Officio
Hon. Daniel McCoy
Hon. Peter Crummey

Johanna Batman
Executive Director

Friday, October 4, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Shaker Heritage Society requests authorization to undertake capital improvements on the Ministry Workshop on our leasehold at the Church Family Site.

This proposed scope of work includes removing the decayed metal roof and tarps currently in place and replacement with a new standing seam metal roof to match those installed on the Brethren's and Trustees' buildings in 2022. This work will be funded through a pledge of private foundation funds. No additional funding is requested from the County.

A project estimate, detailed aerial images, and technical specifications are attached for your consideration. This project has additionally been submitted to the State Historic Preservation Office for Covenant Review.

Many thanks for your consideration and support. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Johanna Batman
Executive Director
Shaker Heritage Society

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-5855, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing Leasehold Improvements at the Shaker Heritage Site

Date: 10.04.2024
Department: Shaker Heritage Society
Attending Meeting: Yes
Submitted By: Johanna Batman
Title: Executive Director
Phone: 518-456-7890 x1

Purpose of Request: Approval of Plan/Procedure Roof repairs

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Shaker Heritage Society 25 Meeting House Road Albany NY 12211

Term: (Start/end date or duration) November 2024 - January 2025
Amount/Raise Schedule/Fee: \$25,000

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
 Anticipated in Budget: Yes No
 Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: 0 County: 0
State: 0 Local: 0

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount:
Appropriation Account and Line: privately funded
Appropriation Amount: \$25,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt: Yes No
of Response(s): Enter text.
of MWBE: Enter text.
of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:
Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Shaker Heritage Society requests authorization to undertake capital improvements to the 1825 Ministry Building on our leasehold. The proposed scope of work includes removing the decayed metal roof and tarps currently in place and replacement with a new standing seam metal roof to match those installed on the Brethren's and Trustees' buildings in 2022. This work will be funded through a pledge of private foundation funds. No additional funding is requested from the County. A project estimate, detailed aerial images, and technical specifications are enclosed for legislative review. This project will additionally be submitted to the State Historic Preservation Office for Covenant Review and approval before any work commences.

GRACE ROOFING

*1562 New Scotland Rd.
Slingerlands, NY 12159
518-209-4224*

CONTRACT/QUOTE

Date: 12.04.23

Attn: Johnanna Batman
(#A) 25 Meeting House Rd.
Albany, NY 12211

Job Description: Remove the existing upper roof, clean and prep sheathing, then install 1" Drip edge, install Ice & Water barrier on the entire surface, then install a new 21" RLS Standing Seam Metal roof system, 24 Gauge. Any damaged or rotted wood is replaced at \$3.25 per sq. ft. New Materials include: 21" RLS Standing Seam Panels, 1" Drip Edge, Hip & Ridge Metal, Valley Metal, Ice & Water Barrier, Transitional Flashing and 1 1/2" Standing Seam Screws. Labor, Materials and Waste Removal Included.

Warranty: 35 Year Paint Finish Warranty and Limited Lifetime Manufacturers Metal Warranty

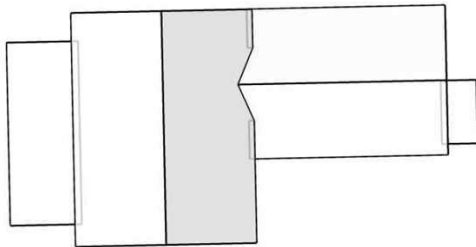
Time To Completion: 2-3 Days (Weather Permitting)

This is an estimate not a final cost. Due to changes or requests from a client during construction, this estimate is subject to change. Grace Roofing LLC requires payment in full upon completion date. There is a 3% fee charged monthly for any late balance.

Standing Seam Total: \$19,500.00 (12.46 Sq. Upper Roof Lines Only)

Wood Replacement Total: \$4,049.00 (Only If Needed – Upper Roof)

Roof Color: _____



In this 3D model, facets appear as semi-transparent to reveal overhangs.

PREPARED FOR

Contact: Guinevere Giles
 Company: Grace Roofing LLC
 Address: 1562 New Scotland Rd
 Slingerlands, NY 12159-9292
 Phone: 518-209-4224

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MEASUREMENTS

Total Roof Area =1,488 sq ft
 Total Roof Facets =6
 Predominant Pitch =7/12
 Number of Stories >1
 Total Ridges/Hips =56 ft
 Total Valleys =11 ft
 Total Rakes =99 ft
 Total Eaves =131 ft

Measurements provided by www.eagleview.com



Certified Accurate

www.eagleview.com/Guarantee.aspx

IMAGES

The following aerial images show different angles of this structure for your reference.

Top View



IMAGES

North Side



South Side



IMAGES

East Side



West Side

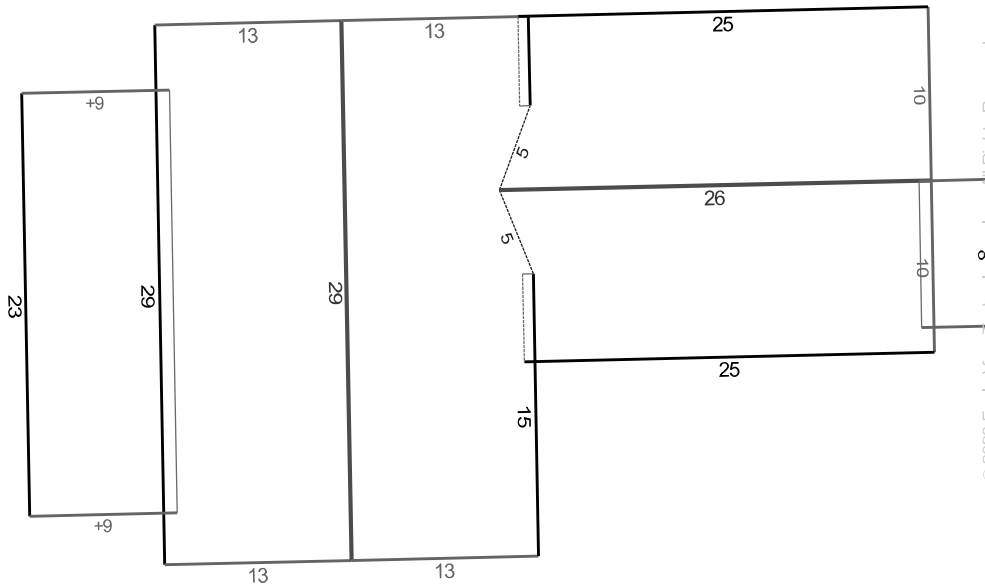


LENGTH DIAGRAM

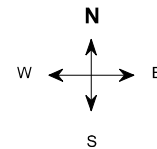
Total Line Lengths:
Ridges = 56 ft
 Hips = 0 ft

Valleys = 11 ft
 Rakes = 99 ft
 Eaves = 131 ft

Flashing = 33 ft
 Step flashing = 10 ft
Parapets = 0 ft



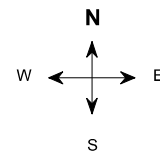
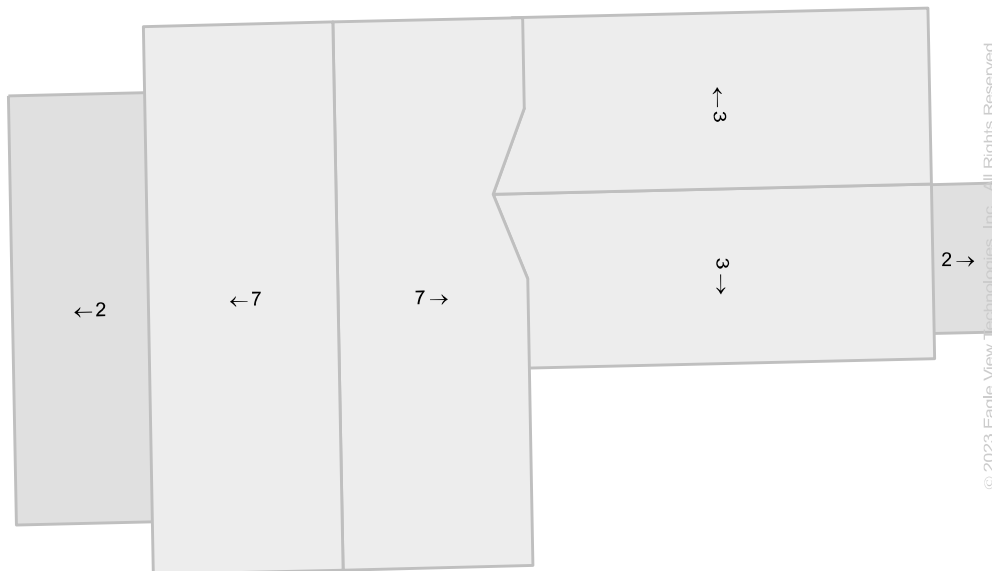
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Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5.0 Feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

PITCH DIAGRAM

Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 7/12



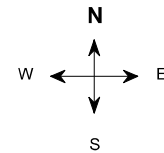
Note: This diagram contains labeled pitches for facet areas larger than 20.0 square feet. In some cases, pitch labels have been removed for readability. Blue shading indicates a pitch of 3/12 and greater. Gray shading indicates flat, 1/12 or 2/12 pitches.

AREA DIAGRAM

Total Area = 1,488 sq ft, with 6 facets.



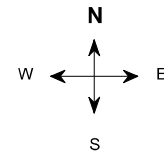
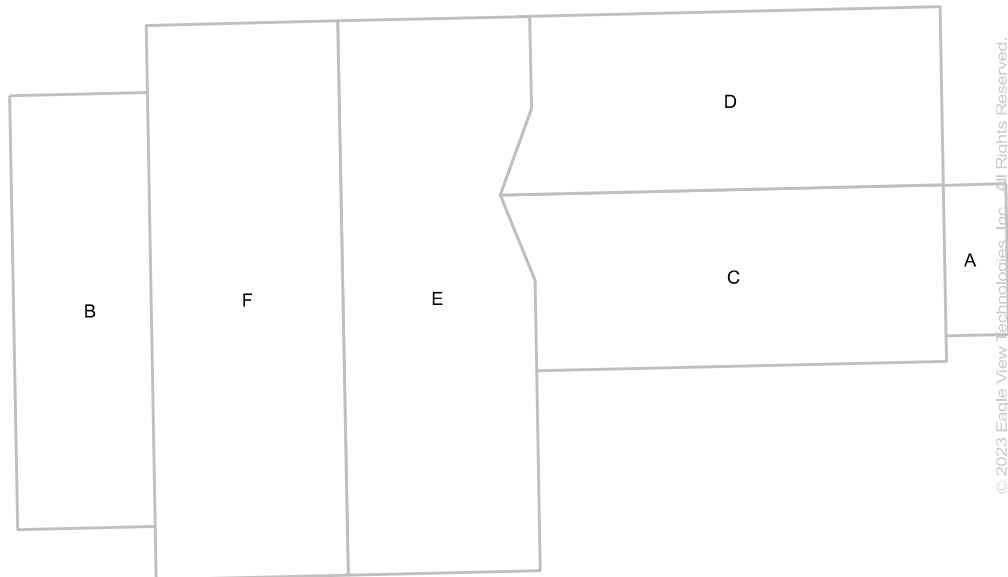
© 2023 Eagle View Technologies, Inc. All Rights Reserved.



Note: This diagram shows the square feet of each roof facet (rounded to the nearest Foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



REPORT SUMMARY

All Structures

Areas per Pitch			
Roof Pitches	2/12	3/12	7/12
Area (sq ft)	243.9	483.8	759.5
% of Roof	16.4%	32.5%	51%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

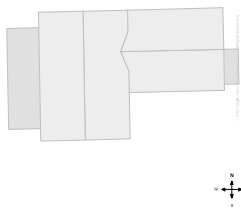
Structure Complexity		
Simple	Normal	Complex

Waste Calculation										
NOTE: This waste calculation table is for asphalt shingle roofing applications. All values in table below only include roof areas of 3/12 pitch or greater. For total measurements of all pitches, please refer to the Lengths, Areas, and Pitches section below.										
Waste %	0%	5%	8%	10%	12%	15%	20%	25%	30%	
Area (Sq ft)	1244	1307	1344	1369	1394	1431	1493	1555	1618	
Squares *	12.66	13.33	13.66	14.00	14.00	14.33	15.00	15.66	16.33	
	Measured			Suggested						

* Squares are rounded up to the 1/3 of a square

Additional materials needed for ridge, hip, and starter lengths are not included in the above table. The provided suggested waste factor is intended to serve as a guide—actual waste percentages may differ based upon several variables that EagleView does not control. These waste factor variables include, but are not limited to, individual installation techniques, crew experiences, asphalt shingle material subtleties, and potential salvage from the site. Individual results may vary from the suggested waste factor that EagleView has provided. The suggested waste is not to replace or substitute for experience or judgment as to any given replacement or repair work.

All Structures Totals



Total Roof Facets = 6

Lengths, Areas and Pitches

Ridges = 56 ft (2 Ridges)
 Hips = 0 ft (0 Hips).
 Valleys = 11 ft (2 Valleys)
 Rakes† = 99 ft (10 Rakes)
 Eaves/Starter‡ = 131 ft (7 Eaves)
 Drip Edge (Eaves + Rakes) = 230 ft (17 Lengths)
 Parapet Walls = 0 (0 Lengths).
 Flashing = 33 ft (4 Lengths)
 Step flashing = 10 ft (2 Lengths)
 Predominant Pitch = 7/12

Total Area (All Pitches) = 1,488 sq ft

Property Location

Longitude = -73.8112583
 Latitude = 42.7419027

Notes

This was ordered as a residential property. There were no changes to the structure in the past four years.

† Rakes are defined as roof edges that are sloped (not level).

‡ Eaves are defined as roof edges that are not sloped and level.

25 Meeting House Rd # A, Albany, NY 12211

Report: 51692639

Online Maps

Online map of property

http://maps.google.com/maps?f=q&source=s_q&hl=en&geocode=&q=25+Meeting+House+Rd+#+A,Albany,NY,12211

Directions from Grace Roofing LLC to this property

http://maps.google.com/maps?f=d&source=s_d&saddr=1562+New+Scotland+Rd,Slingerlands,NY,12159-9292&daddr=25+Meeting+House+Rd+#+A,Albany,NY,12211

25 Meeting House Rd # A, Albany, NY 12211

Report: 51692639

IMPORTANT LEGAL NOTICE AND DISCLAIMER**Notice and Disclaimer**

No Warranty: The Copyrighted Materials are provided to you "as is," and you agree to use it at your own risk.

EagleView Technologies makes no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from the Copyrighted Materials.

Contractors agree to always conduct a preliminary site survey to verify Roof Report ordered. In the event of an error in a Report, your sole remedy will be a refund of the fees paid by you to obtain this Report.



PANEL DETAILS

AVAILABLE WIDTHS

12" - 20"*

OPTIMAL PANEL WIDTHS

12", 16", and 20"

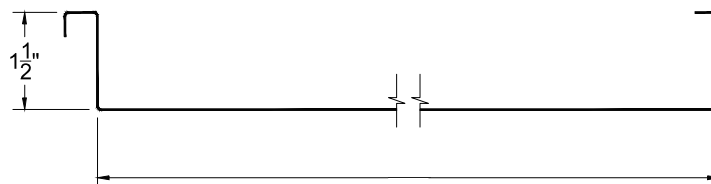
*Drexel Metals design pressures, wind uplifts and test reports are for specific deck attachments, material gauges, clip spacing and panel widths. A complete specification and listing is available online at www.drexelmetals.com

SUBSTRATES AVAILABLE

- Painted Galvalume® - 22ga, 24ga, and 26ga
- Drexlume™ - 22ga, 24ga, and 26ga
- Aluminum - .032", .040"
- Copper - 16 oz and lead-coated copper
- Zinc

**IDEAL APPLICATION
COMMERCIAL & RESIDENTIAL**

Our DMC 150SS roof system will lend striking dimension to any architectural design. This versatile 1-1/2" mechanically seamed panel can be curved to a wide range of radiuses and applications - from barrel roofs to conical shapes and more. Concealed fasteners and a floating clip system reduce the effect of thermal stresses on the panels, helping to maintain a beautifully smooth, uniform appearance despite fluctuations in temperature.



PROFILE OPTIONS



Single lock panel

Double lock panel

Contact the Drexel Metals Technical Department for single and double lock specific testing information.

PANEL RIB OPTIONS



Flat Panel



Clip Relief



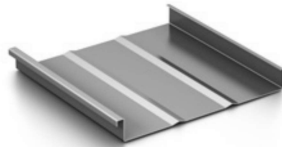
Striations



Bead



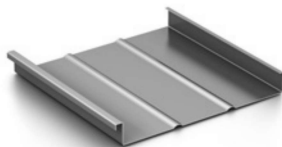
Small V



Large V



Small Pencil



Large Pencil



SHERWIN-WILLIAMS
Coil Coatings

PRODUCT INFORMATION

PROFILE OPTIONS

- Single lock panel
- Double lock panel
- Radius panel (single or double lock)

FINISHES

Available in a wide variety of coatings and colors. See the Drexel Metals color charts for standard colors and paint specifications.

PANEL RIB

Factory made or field rolled to exact lengths options

- Flat Panel
- Clip Relief
- Striations
- Bead
- Small and Large V
- Small and Large Pencil

INSTALLATION

Can be installed over steel decking with Polyiso or plywood decking with approved underlayments. Please see Drexel Metals installation details for complete information.

SLOPE

Minimum slope 2:12

MINIMUM ROOF PITCH

2:12 - low roof pitch

TESTING

- UL 580 Wind Uplift (Class 90)
- TAS 125 Wind Uplift
- ASTM E1592 Wind Uplift
- UL 1897 Extended Phase Wind Uplift
- UL 2218 Class 4 Hail Impact
- UL 790 Class A Fire Rating
- UL Environmental - SRI Third Party Verified
- ASTM E1646 Water Infiltration
- TAS 100 Wind Driven Rain
- ASTM E1680 Air Infiltration
- ASTM E1886 Missile Impact
- ASTM 2140 Static Pressure Water Head
- Miami-Dade County Approved
- Florida Building Code Approved
- Texas Department of Insurance Approval
- UL 263 Fire Certification

Testing in accordance with



WARRANTY

35 YEAR WARRANTY - GALVALUME AND ALUMINUM SUBSTRATES

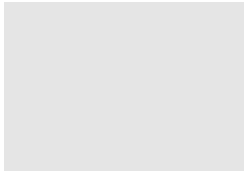
35 year non pro-rated PVDF Paint Warranty

High-performance painted metal roofing product, carefully tensioned leveled for superior flatness.

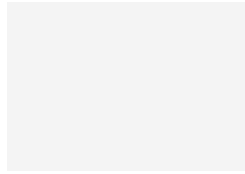
25 YEAR WARRANTY - DREXLUME SUBSTRATE

Mill finished Galvalume with a two-sided, clear acrylic finish.

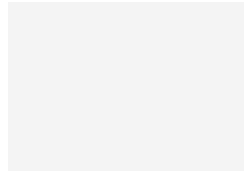
METAL ROOFING, WALL, AND PERIMETER EDGE FINISHES



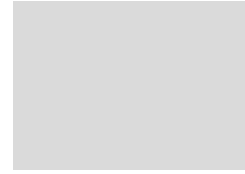
STONE WHITE



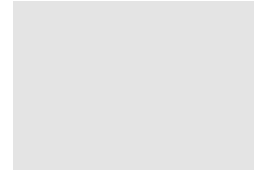
BONE WHITE



REGAL WHITE



SANDSTONE



ALMOND



SIERRA TAN



BUCKSKIN



MEDIUM BRONZE



DARK BRONZE



BURNISHED SLATE



MIDNIGHT BRONZE



ANTIQUÉ BRONZE



AGED BRONZE



MANSARD BROWN



BLACK



ONYX



IRON ORE



GRAPHITE



CITYSCAPE



SLATE GRAY



GRANITE

L



MUSKET GRAY



CHARCOAL



HEMLOCK GREEN



PATINA GREEN



FOREST GREEN



HARTFORD GREEN



TERRA COTTA



COLONIAL RED



CARDINAL RED



MILITARY BLUE



PACIFIC BLUE



INTERSTATE BLUE



AWARD BLUE



SILVER

P



ZINC

P



WEATHERED ZINC

P



CHAMPAGNE

P



COPPER PENNY

P



DREXLUME™

M

METAL ROOFING, WALL, AND PERIMETER EDGE FINISHES

• = Standard Product

✓ = CRRC Approved Finishes

Product Options	SR	SRI	24 ga x 20"	24 ga x 48"	22 ga x 48"	0,032 x 20"	0,032 x 48"	0,040 X 48"	0,050 x 48"	0,063 x 48"	Cool Roof Rated
Standard Colors											
Aged Bronze	0.29	29	•	•							✓
Almond	0.53	62		•	•		•	•	•		✓
Antique Bronze	0.29	28	•	•		•	•	•			✓
Black	0.04	-2	•	•	•	•	•	•	•	•	
Bone White	0.67	81	•	•	•	•	•	•	•	•	✓
Buckskin	0.38	41	•	•		•	•				✓
Burgundy	0.24	23	•	•							
Burnished Slate	0.32	33	•	•							
Charcoal	0.27	27	•	•		•	•	•	•		✓
Cityscape	0.44	49	•	•	•	•	•	•	•		✓
Colonial Red	0.32	34	•	•		•	•	•	•		✓
Dark Bronze	0.26	24	•	•	•	•	•	•	•	•	✓
Evergreen	0.28	27	•	•							
Forest Green	0.10	6	•	•		•	•	•			
Graphite	0.29	29	•	•							
Hartford Green	0.29	29	•	•				•			
Hemlock Green	0.29	29	•	•			•				✓
Interstate Blue	0.13	8	•	•		•	•		•		
Iron Ore	0.27	26	•	•		•	•	•	•		✓
Mansard Brown	0.29	29	•	•	•	•	•	•	•		✓
Medium Bronze	0.26	26	•	•	•	•	•	•	•	•	✓
Midnight Bronze	0.06	0	•	•				•			
Military Blue	0.29	29	•	•		•	•				✓
Musket Gray	0.31	32	•	•	•	•	•		•		✓
Onyx	0.26	25	•	•	•						
Pacific Blue	0.25	24	•	•		•	•				✓
Patina Green	0.33	34		•							✓
Regal White	0.60	78	•	•		•	•	•			
Sandstone	0.49	56		•	•	•	•	•	•	•	✓
Sierra Tan	0.36	39	•	•	•	•	•	•	•		✓
Slate Gray	0.37	40	•	•	•	•	•	•	•		✓
Stone White	0.64	77		•	•	•	•	•	•	•	✓
Teal	0.26	25		•		•	•				✓
Terra Cotta	0.36	39	•	•		•	•		•		✓
Low Gloss Colors											
Berkshire Blue	0.30	31		•							
Classic Bronze	0.29	28	•	•							✓
Granite	0.32	33		•	•	•	•	•	•		✓
Inkwell	0.27	26	•	•							
Traditional Black	0.20	17	•	•		•	•				
Weathered Steel	0.34	34		•							
Metallics											
Anodic Clear	0.32	31						•			
Champagne	0.40	42		•		•	•	•	•		✓
Copper Penny	0.47	53	•	•		•	•	•	•		✓
Silver	0.49	54	•	•	•	•	•	•	•		✓
Silversmith	0.32	34						•			
Weathered Zinc	0.26	23	•	•	•	•	•		•		✓
Zinc*	0.33	35		•	•	•	•	•			✓
Exotics - 10-year Color Fade Warranty											
Award Blue (10-YR)*	0.21	17		•			•				
Cardinal Red (10-YR)*	0.37	39	•	•		•	•				✓
Bare Products											
DrexLume™			•	•	•						
Mill Finished Aluminum							•	•	•	•	
Clear Anodized							•	•	•	•	
Dark Bronze Anodized							•	•	•	•	
Black Anodized							•	•	•	•	
HDG G90			• 16ga x 48" x 120"	• 18 ga x 48" x 120"	• 20 ga x 48" x 120"	• 22 ga x 48" x 120"					

■ High-performance painted metal roofing and perimeter edge products.

■ Drexel Metals standard sheets come in 48" x 120".

■ 35-year paint warranty on Galvalume® and Aluminum substrates, excluding Exotics.

■ Ask about our Gold Standard Warranty.

■ 25-year warranty on DrexLume™.

■ Not all colors and gauges are stocked in all locations. Contact your local sales rep for specific stocking information and special requests including 22" coils, and custom gauges and widths.

■ Custom colors available.

■ Oil canning is not a cause for rejection.

SHERWIN-WILLIAMS
Coil Coatings

DANIEL P. MCCOY
COUNTY EXECUTIVE



COUNTY OF ALBANY
ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING
112 STATE STREET – ROOM 1310
ALBANY, NEW YORK 12207-2021
(518) 447-5670 - FAX (518) 447-5662

September 6, 2024

Hon. Joanne Cunningham
Albany County Legislature
112 State St. Room 710
Albany, NY 12207

Dear Chairwoman Cunningham:

New York State flew Albany County this spring to collect new aerial imagery. The County accepted the opportunity to upgrade the resolution of the imagery in portions of the County from 1 ft. to 1/2 foot for an additional cost. The upgraded resolution is important for use in GIS, planning, economic development, law enforcement, emergency management, and for local assessors. The Department is seeking authorization to enter into an agreement with New York State in the amount not to exceed \$41,000 toward the cost of imaging upgrades.

Sincerely,

Laura DeGaetano
Sr. Natural Resource Planner

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



County of Albany

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

Legislation Text

File #: TMP-5876, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract authorization for aerial imagery upgrade

Date: 09/06/2024
Department: Economic Development, Conservation and Planning
Attending Meeting: Enter text.
Submitted By: Laura DeGaetano
Title: Sr. Natural Resource Planner
Phone: 518-447-5670

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Office of Information Technology Services PO Box 2062 Empire State Plaza Albany, NY 12220

Term: (Start/end date or duration) upon execution-December 2025
Amount/Raise Schedule/Fee: \$41,000

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
Anticipated in Budget: Yes No
Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: 0 County: 100%
State: 0 Local: 0

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: A 8020 4 4046
Appropriation Amount: \$41,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:

Competitive Bidding Exempt: Yes No
of Response(s): Enter text.
of MWBE: Enter text.
of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution 80 of 2021

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

New York State flew Albany County this spring to collect new aerial imagery. The County had the opportunity to upgrade the resolution of the imagery in portions of the County from 1ft. to 1/2 foot for an additional cost. The upgraded resolution is important for use in GIS, planning, economic development, law enforcement, emergency management, and for local assessors. The Department is seeking authorization to enter into an agreement with New York State in the amount not to exceed \$41,000 toward the cost of imaging upgrades. The cost was anticipated and included in the 2024 budget.



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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

February, 29th 2024

Ms. Elisabetta DeGironimo
Geographic Information Officer
NYS Office of Information Technology Services
1220 Washington Ave
Building 5, Floor 1
Albany, NY 12226

Dear Ms. DeGironimo

Thank you for the opportunity to partner with the Office of Information Technology Services (ITS) in the Statewide Digital Orthoimagery Program. We understand that our county is planned for inclusion in the Annual Lot to be contracted for production in 2024-2025, with new aerial imagery to be acquired in the Spring of 2024. We further understand that the options available to counties for enhanced resolution are to be funded at the incremental costs over what is to be funded by the State for the base program. Our county has evaluated the available option, as well as the cost estimate provided by your agency for that option, and determined that the following option will be relevant for our needs:

List options being requested here	cost for this option

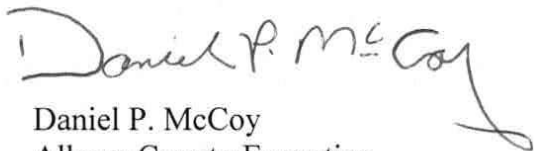
Total estimated cost of requested option	\$41,000

Our county is therefore committing to provide funds to ITS up to the total amount of \$41,000 no later than February 1, 2025. We understand that this total represents the maximum amount being committed by the County and, if actual costs are less, the county will be obligated for no more than the actual costs. Based on this funding commitment, we are requesting that ITS contract for the options requested above as part of the 2024 Annual Lot in the Digital Orthoimagery Program. The county understands this initial commitment allows ITS to include our upgrade request in the planning for Spring 2024 flights. The county also understands that a more formal agreement between ITS and the county will be required to confirm payment and delivery terms. A draft model of the agreement was previously provided to the County and a final of the agreement specific to Albany County will be provided upon return of the commitment letter and, if required by the County, the Board Resolution authorizing the County to enter into an agreement with ITS for the imagery.

The County acknowledges that the upgraded digital orthoimagery will also be made available to the public by ITS through methods including, but not limited to, Internet distribution and that such orthoimagery will be provided to the public free of charge or for the costs associated with data dissemination in accordance with fees imposed pursuant to the Public Officer's Law for Freedom of Information Law (FOIL) requests.

I acknowledge that I am an authorized representative of Albany County with the authority to enter into this funding commitment.

Sincerely,

A handwritten signature in black ink that reads "Daniel P. McCoy". The signature is written in a cursive style with a long, sweeping tail on the "y".

Daniel P. McCoy
Albany County Executive

**AGREEMENT
BETWEEN THE

OFFICE OF INFORMATION TECHNOLOGY SERVICES

AND

Albany County

FOR UPGRADED GEOGRAPHIC INFORMATION SYSTEMS
DIGITAL ORTHOIMAGERY DATA
Contract # X000827**

This **GEOGRAPHIC INFORMATION SYSTEMS DIGITAL ORTHOIMAGERY DATA ENHANCEMENT AGREEMENT** (hereinafter "Agreement") by and between the State of New York (hereinafter "State"), acting by and through the New York State Office of Information Technology Services (hereinafter "ITS") with offices located at Empire State Plaza, (PO Box 2062), Albany, NY 12220, and **Albany County** (hereinafter "Governmental Entity"), located at 112 State Street, Room 900, Albany, New York 12207, its successor and/or assigns (collectively, the "Parties").

WITNESSETH:

WHEREAS, ITS conducts a Geographic Information System (hereinafter "GIS") Coordination Program, designed to improve and enhance various forms of spatial data related to the State of New York; and

WHEREAS, ITS will be enhancing and improving the State's spatial data through a Statewide Digital Orthoimagery Program (hereinafter "Program"); and

WHEREAS, a Governmental Entity shall be deemed to include: all New York State agencies, authorities, departments, offices, divisions, boards, bureaus, and commissions; and all public corporations and metropolitan planning organizations in New York State; and

WHEREAS, this Program is designed to meet the needs of Governmental Entities and is designed to provide complete statewide orthoimagery coverage on an annual phased cycle, with each phase covering approximately 25% of the State; and

WHEREAS, under the Program, the State has contracted for most areas of the State to be covered by 1.0 Ft GSD four-band orthoimagery. The State has also contracted for other options (hereinafter "upgrades") for higher resolution and alternate imagery type to be exercised should an individual Governmental Entity opt to contribute additional funding for this purpose; and

WHEREAS, the Governmental Entity has determined that digital orthoimagery upgrades are convenient, necessary and desirable for the Governmental Entity, its general population and its agencies, and has opted to contribute additional funding to the State for such purpose.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

I. Purpose

The purpose of this Agreement is to set forth the mutual understanding between the Governmental Entity and the State with respect to the financing and development of upgrades for digital orthoimagery covering the Governmental Entity.

II. Consideration

The Governmental Entity hereby agrees to pay the State a sum not to exceed \$41,000 (Forty-one thousand dollars), which final amount will represent the actual cost to ITS in consideration for the upgrades, or any part thereof, for digital orthoimagery as described below. Such consideration must be paid by the Governmental Entity within forty-five (45) days after receipt of a fully executed and approved (*) agreement or February 1, 2025, whichever is later.

(*Approval by the NYS Office of the State Comptroller and The NYS Office of the Attorney General is only required where the amount of the consideration is in excess of \$25,000.00 [twenty-five thousand dollars])

All funds should be remitted to:

NYS Office of Information Technology Services
State Capitol ESP
PO Box 2062
Albany, NY 12220-0062
Attn: Accounts Receivables – Financial Reporting unit

- Please include supporting documentation to identify the payment including NYS ITS Contract #.
- For any questions regarding billing: itsbilling@its.ny.gov

All invoices or requests for remittance of payment should be sent to:

Governmental Entity
Name: Laura DeGaetano
Title: Senior Natural Resource Planner
Address: 112 State Street, Room 1310, Albany, New York 12207
Telephone Number: (518) 447-5670
Facsimile Number:
E-Mail Address: Laura.DeGaetano@albanycountyny.gov

III. Term of this Agreement

This Agreement shall commence upon execution by all parties and if required, approval of the Agreement by the New York State Office of the Comptroller (OSC) and the New York State Office of the Attorney General (OAG). The contract will terminate on December 31, 2025.

IV. Deliverable

OPTIONS PURCHASED:

Substitute 0.5-ft resolution orthoimagery for 1.0-ft orthoimagery for the entirety of the following municipalities: Albany, Bethlehem, Coeymans, Cohoes, Colonie, Guilderland, Green Island, Menands, New Scotland and Watervliet; as well as portions of Berne, Knox, and Westerlo.

MATERIALS TO BE DELIVERED:

- Compressed orthoimagery (JP2 format) in the East Zone of the New York State Plane Coordinate System (NAD 83), U.S. Survey Feet.
- Other related materials can be made available upon the Governmental Entity's request and at the convenience of ITS.

V. Information Sharing

ITS agrees to provide upgrades for digital orthoimagery covering the Governmental Entity, and to provide the upgraded digital orthoimagery to the Governmental Entity to assist the Governmental Entity in providing services to its general population and its agencies. The Governmental Entity and ITS agree that the upgraded digital orthoimagery will also be made available to the public by ITS through methods including, but not limited to, Internet distribution and that such orthoimagery will be provided to the public free of charge or subject to any statutory allowed fees. The portion of this Agreement regarding release of the digital orthoimagery will survive the expiration or termination of this contract or until amended by a writing signed by both parties.

VI. Termination

ITS may terminate this Agreement and the services provided at any time by providing the Governmental Entity with 30 calendar days' written notice prior to the intended termination date.

VII. Nonperformance

If for any reason the upgraded digital orthophotography cannot be delivered, or any part thereof, to the Governmental Entity, the State's liability to the Governmental Entity shall be limited solely to the return of any actual consideration paid prorated for any upgraded digital orthophotography delivered to the Governmental Entity.

VIII. Disclaimer

Neither the Governmental Entity nor ITS assumes any risk, liability or responsibility for the accuracy of the data which is the subject of this Agreement.

IX. Non-Waiver

The failure by any Party to insist on performance of any term or condition or to exercise any right or

privilege included in this Agreement shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not thereafter waive any such term or condition and/or any right or privilege. No waiver by any party of any breach of any term of this Agreement shall constitute a waiver of any subsequent breach or breaches of such term.

X. New York State Appendix A - Standard Terms for State Contracts

New York State Appendix A - Standard Terms for State Contracts - is attached hereto as Appendix A and made a part hereof to the extent applicable.

XI. Federal Funding

To the extent that any of the goods or services provided under this Agreement may be funded in whole or in part by federal funds, Governmental Entity agrees to comply with all applicable federal laws, rules and regulations required for the receipt and/or expenditure of such funds, including, but not limited to 2 CFR Part 200, relating to procurements by States and any federal laws, rules, regulations specifying federal government intellectual property rights.

XII. Laws of New York State

This Agreement shall be construed in accordance with the Laws of the State of New York.

XIII. No Third Party Rights

Nothing in the Agreement shall create or give to third parties any claim or right of action against the Governmental Entity or ITS beyond such as may legally exist irrespective of the Agreement.

XIV. Notices

1. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Office of Information Technology Services

Name: Tim Ruhren
Title: Director of Geospatial Data Services
Address: 1220 Washington Ave, Building 5, Floor 1, Albany NY12226
Telephone Number: 518-242-5061
E-Mail Address: tim.ruhren@its.ny.gov

Governmental Entity

Name: Laura DeGaetano
Title: Senior Natural Resource Planner
Address: 112 State Street, Room 1310, Albany, New York 12207
Telephone Number: (518) 447-5670
E-Mail Address: Laura.DeGaetano@albanycountyny.gov

2. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

3. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

XV. General Responsibility

The Governmental Entity shall at all times during the Agreement term remain responsible. The Governmental Entity agrees, if requested by the Director of ITS or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

XVI. Suspension of Work (for Non-Responsibility)

The Commissioner of ITS or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Governmental Entity. In the event of such suspension, the Governmental Entity will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Governmental Entity activity may resume at such time as the Director of ITS or his or her designee, issues a written notice authorizing a resumption of performance under the Agreement.

XVII. Termination (for Non-Responsibility)

Upon written notice to the Governmental Entity, and a reasonable opportunity to be heard with appropriate ITS officials or staff, the Agreement may be terminated by the Director of ITS or his or her designee, at the Governmental Entity's expense where the Governmental Entity is determined by the Director of ITS or his or her designee, to be non-responsible. In such event the Director of ITS or his or her designee, may complete the

contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Assignment

ITS may assign this agreement at any time to a successor NYS Agency by providing written notice to the Governmental Entity.

XIX. Amendments to this Agreement

Any amendments to this Agreement must be made in writing and executed by both parties and, if necessary, approved by the OSC.

IN WITNESS WHEREOF, this Agreement has been duly executed the date and year set out below.

<p>NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES Federal ID #: 14-6013200</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>GOVERNMENTAL ENTITY Federal ID#: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Approved:</p> <p>Office of the Attorney General By: _____</p> <p>Date: _____</p>	<p>Approved:</p> <p>State Comptroller By: _____</p> <p>Date: _____</p>

STATE OF)
))
COUNTY OF)

On this _____ day of _____, 202_, before me personally came _____, to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that she/he is the _____ (title) of _____ (Governmental Entity), with its principal place of business located at _____, and that she/he executed the foregoing instrument in the name of the Governmental Entity, and that she/he executed the same as the act and deed of the Governmental Entity for the uses and purposes mentioned therein.

Notary Public