

# **County of Albany**

112 State Street  
Albany, NY 12207



## **Meeting Agenda**

**Wednesday, February 26, 2020**

**5:30 PM**

**Harold L. Joyce Albany County Office Building  
Room 730**

### **Law Committee**

**PREVIOUS BUSINESS:**

APPROVING PREVIOUS MEETING MINUTES

**CURRENT BUSINESS:**

1. AUTHORIZING AN AGREEMENT WITH THE CITY OF ALBANY REGARDING POLICE ATTENDANCE AND EMERGENCY MEDICAL SERVICES AT THE TAKE BACK THE NIGHT RALLY AND MARCH
2. AUTHORIZING AN AGREEMENT REGARDING EXCESS INSURANCE COVERAGE
3. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE AID TO PROSECUTION PROGRAM
4. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE MOTOR VEHICLE THEFT AND INSURANCE FRAUD PREVENTION PROGRAM
5. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE CRIMES AGAINST REVENUE PROGRAM
6. AMENDING THE 2020 DISTRICT ATTORNEY'S OFFICE BUDGET: ADMINISTRATIVE ADJUSTMENTS
7. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "A" FOR 2020

**Sponsors:** Joyce and Peter

8. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "B" FOR 2020

**Sponsors:** Reinhardt and Peter

- 9. LOCAL LAW NO. "A" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING SECTION 603 OF THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS SUBSEQUENTLY AMENDED TO CHANGE THE PROCESS FOR THE RELEASE OF THE TENTATIVE ANNUAL BUDGET

**Sponsors:** Joyce, Peter and O'Brien

- 10. LOCAL LAW NO. "B" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY TO PROHIBIT WASTE BURNING AND TO PROTECT THE CLEAN AIR OF ALBANY COUNTY

**Sponsors:** Reinhardt, Miller, Cunningham, Plotsky, Kuhn, Joyce, Chapman, Cleary, Fein, Lekakis, McLaughlin, Reidy, McLean Lane and Peter

# **County of Albany**

*112 State Street  
Albany, NY 12207*



## **Meeting Minutes**

**Wednesday, January 29, 2020**

**6:00 PM**

**January 2020**

**Room 730**

**Law Committee**

**CURRENT BUSINESS:**

**Present:** Legislator Victoria Plotsky, Legislator Joanne Cunningham, Dennis A. Feeney, David B. Mayo, Matthew T. Peter, Bill L. Ricard, Lynne Lekakis and Paul J. Burgdorf

**Excused:** Jennifer A. Whalen

**1. APPROVING PREVIOUS MEETING MINUTES**

A motion was made to approve the previous meeting minutes. The motion carried by a unanimous vote.

**2. AUTHORIZING THE ALBANY COUNTY OFFICE OF IMMIGRATION ASSISTANCE TO RESPOND TO A REQUEST FOR PROPOSALS REGARDING INDIGENT LEGAL SERVICES**

A motion was made that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**3. AMENDING RESOLUTION NO. 451 FOR 2018 REGARDING THE REGIONAL IMMIGRATION ASSISTANCE PROGRAM**

A motion was made that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.

**4. AUTHORIZING AN AGREEMENT WITH INFOLINX REGARDING RECORD MANAGEMENT SERVICES AT THE HALL OF RECORDS**

A motion was made that this proposal be moved out with a positive recommendation. The motion carried by a unanimous vote.



DANIEL P. MCCOY  
COUNTY EXECUTIVE

COUNTY OF ALBANY  
CRIME VICTIM AND SEXUAL VIOLENCE CENTER  
112 STATE STREET, ROOM 1010  
ALBANY, NEW YORK 12207-2077  
(518) 447-7100 FAX: (518) 447-7102  
EMERGENCY: (518) 447-7716  
www.albanycounty.com  
e-mail: cvsvc@albanycounty.com

KAREN ZIEGLER  
DIRECTOR

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

January 29, 2020

Dear Chairman Joyce:

I am submitting the enclosed Request for Legislative Action for approval on behalf of the Albany County Crime Victim and Sexual Violence Center to contract with the City of Albany to provide support for our annual Take back the Night March. We are asking the police department to provide traffic and crowd control and the fire department to provide emergency medical services.

Back up material is provided for your review. Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your consideration.

Respectfully Submitted,

Karen Ziegler  
Director

Cc: Dennis A. Feeney, Majority Leader  
Frank A. Mauriello, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Arnis ZilgmeMinority Counsel



Legislation Text

File #: TMP-1395, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for Take Back the Night

Date: January 10, 2020  
 Submitted By: Karen Ziegler  
 Department: Crime Victim and Sexual Violence Center  
 Title: Director  
 Phone: 518-447-7100  
 Department Rep.  
 Attending Meeting: Karen Ziegler

**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):

City of Albany  
City Hall  
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$0.00

Scope of Services: To utilize APD to provide a police escort during the 2020 Take Back the Night March through downtown Albany

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

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

**CONCERNING ALL REQUESTS**

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

Is there a Fiscal Impact: Yes  No



Anticipated in Current Budget: Yes  No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 23, 2020

Length of Contract: 24 hours

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 114

Date of Adoption: 3/11/2019

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

This is the 39th Annual Take Back the Night March for CVSVC. This event is to encourage community mobilization. There is a rally on campus followed by a march. We are requesting that the Albany Police Department provides a mounted police escort for the one mile march through the City of Albany



Daniel P. McCoy  
Albany County Executive



# TAKE BACK

*the*

# NIGHT

#tbtналbany

*Rally and march against sexual violence*

**Thursday, April 23rd, 2020**

Washington Park Lake House

5:00pm - 8:00pm

Community Tabling, Live Performances, Survivor  
Speak Out, March & Candle Light Vigil

For more information please contact Rachel Wilson:  
(518) 447-7100 or [rachel.wilson@albanycountyny.gov](mailto:rachel.wilson@albanycountyny.gov)



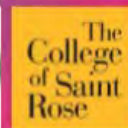
Albany County Crime Victim  
and Sexual Violence Center



ALBANY COUNTY *Cares* about our community



ALBANY LAW SCHOOL



RESOLUTION NO. 114

**AUTHORIZING AN AGREEMENT WITH THE CITY OF ALBANY REGARDING POLICE ATTENDANCE AND EMERGENCY MEDICAL SERVICES AT THE CRIME VICTIM AND SEXUAL VIOLENCE CENTER'S TAKE BACK THE NIGHT RALLY**

Introduced: 3/11/19

By Mss. Plotsky, Cunningham, Messrs. Mayo, Burgdorf and A. Joyce:

WHEREAS, The Albany County Crime Victim and Sexual Violence Center works in collaboration with the Albany Law School Pro Bono Program every year to host the "Take Back the Night Rally and March Against Sexual Violence", and

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to enter into an agreement with the City of Albany regarding traffic and crowd control provided by the Albany Police Department and emergency medical services provided by the Albany Fire Department on Wednesday, April 17, 2019 from 5:00 p.m. to 8:00 p.m., and

WHEREAS, This is the 38<sup>th</sup> Annual Take Back the Night March for the Crime Victim and Sexual Violence Center, to raise awareness regarding the issue of violence against women and to encourage community mobilization, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the City of Albany regarding traffic and crowd control provided by the Albany Police Department and emergency medical services provided by the Albany Fire Department at the 38<sup>th</sup> Annual "Take Back the Night Rally and March Against Sexual Violence" on Wednesday, April 17, 2019 from 5:00 p.m. to 8:00 p.m., and

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 - 3/11/19*

State of New York  
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 11<sup>th</sup> day of March, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 13<sup>th</sup> day of March, 2019.

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

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Clerk, Albany County Legislature

# Albany County

## Department of HUMAN RESOURCES

Daniel P. McCoy, Albany County Executive

Jennifer Skelly Clement, Commissioner

### MEMORANDUM

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

CC: Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel

FROM: Jennifer Skelly Clement, Commissioner of Human Resources

DATE: 01/29/2020

**RE: RLA: Excess Workers' Compensation Insurance Contract Approval**

Attached please find the RLA to approve the Excess Insurance Policy with Midwest Employers Casualty Company for an annual premium of \$266,463. The policy is brokered by Arthur J. Gallagher Risk Management Services.

Excess Insurance covers claims for Albany County's self-insured workers' compensation claims that exceed the specified cost limits. The premium provides an \$800,000 retention, a \$1,000,000 retention per occurrence for Police Officers, and an Employer's Liability Limit of \$2,000,000.

Please feel free to contact me with any additional questions you may have.



Legislation Text

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**File #:** TMP-1486, **Version:** 1

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**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for Excess Insurance Policy

Date: 01/29/2020  
Submitted By: Jennifer Clement  
Department: Human Resources  
Title: Commissioner  
Phone: 518-447-5690  
Department Rep.  
Attending Meeting: Jennifer Clement

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

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

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):

Arthur J. Gallagher  
677 Broadway  
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$266,463

Scope of Services: Excess Insurance Coverage for Workers' Compensation Claims

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: CS 1722 44999

Appropriation Amount: \$266,463.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2020-12/31/2020

Length of Contract: 1 year

Impact on Pending Litigation Yes  No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

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

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

RLA to approve the Excess Insurance Policy with Midwest Employers Casualty Company for an annual premium of \$266,463. The policy is brokered by Arthur J. Gallagher Risk Management Services.

Excess Insurance covers claims for Albany County's self-insured workers' compensation claims that exceed the specified cost limits. The premium provides an \$800,000 retention, a \$1,000,000 retention per occurrence for Police Officers, and an Employer's Liability Limit of \$2,000,000.



Insurer: Midwest Employers Casualty Company

Policy Effective Date: 01/01/2020

Insured: County of Albany

Quote Date: 12/23/2019

Policy #: EWC009365

Quote Expiration Date: 60 Days

POLICY TERMS	QUOTE OPTIONS					
	0225528	0225547	0225548			
<b>Named States</b>	NY	NY	NY			
<b><u>SPECIFIC:</u></b>						
<b>Specific Limit</b>	STATUTORY	STATUTORY	STATUTORY			
<b>Specific Retention</b>	\$800,000	\$1,000,000	\$1,000,000			
<b>Specific Retention - 7720 NY</b>	\$1,000,000	NA	NA			
<b><u>EMPLOYERS LIABILITY:</u></b>						
<b>Employers Liability Limit</b>	\$2,000,000	\$2,000,000	\$2,000,000			
<b>Employers Liability Retention</b>	See Specific	See Specific	See Specific			
<b><u>AGGREGATE:</u></b>						
<b>Aggregate Limit</b>	NA	NA	NA			
<b>Aggregate Retention</b>	NA	NA	NA			
<b>Estimated Aggregate Retention</b>	NA	NA	NA			
<b>Minimum Aggregate Retention</b>	NA	NA	NA			
<b><u>RATING BASE:</u></b>						
<b>Est. Annual Payroll</b>	\$132,305,256	\$132,305,256	\$132,305,256			
<b>Est. Annual Manual Premium</b>	\$6,065,972	\$6,065,972	\$6,065,972			
<b>Length of Policy (Years)</b>	1.000000	1.000000	2.000000			
<b>Est. Policy Normal Premium</b>	\$6,065,972	\$6,065,972	\$12,131,944			
<b>Rate per \$100 of Payroll</b>	.2014	.1878	.1878			
<b><u>PREMIUM:</u></b>						
<b>Total Est Policy Prd Premium (including Flat Charges)</b>	\$266,463	\$248,469	\$496,938			
<b>Policy Minimum Premium</b>	\$239,817	\$223,622	\$447,245			
<b>Deposit Premium</b>	\$266,463	\$248,469	\$248,469			
<b>Deposit Flat Charge(s)</b>	NA	NA	NA			
<b><u>Total Deposit Due</u></b>	\$266,463	\$248,469	\$248,469			
<b>Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)</b>	\$7,994	\$7,454	\$7,454			
<b>Commission</b>	12%	12%	12%			

**CONDITIONS / COMMENTS:**

\* MECC must be notified of any aircraft changes occurring during the policy period.

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 01/01/2020

Insured: County of Albany

Quote Date: 12/23/2019

Policy #: EWC009365

Quote Expiration Date: 60 Days

**Quote Option(s) 225548 Include(s) the following Endorsements:**

CMB-187	Two Year Policy Short Rate Table
ISI-285	More Than One Premium Adjustment

**The following endorsements apply to all quote options:**

CMB-6-CLS	Amendment to Schedule Item 6
CMB-11	Amendment to Schedule Item 11
CMB-160	Foreign
CMB-184-NY	Change in Notification Time Required for Cancellation - Insured NOC 30 Days; MECC NOC 90 Days
CMB-197	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-261	Voluntary Compensation
ISI-266	Endemic Disease and Repatriation
ISI-282	Limited Longshore and Harbor Workers' Compensation Act
CMB-NY	New York
CMB-NY-ACK	New York Acknowledgement
CMB-NY-NOT	Notice to Policyholder
CMB-NY-NOT-SXS	Notice to Policyholder

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act through December 31, 2020 is shown in row (A) below. B. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, for the period beyond December 31, 2020 is estimated in row (B) below, and does not include any charges for the portion of losses covered by the United States Government under the Act. (Refer to the paragraph below) and does not include any charges for the portion of losses covered by the United States government under the Act.

Quote Option	0225528	0225547	0225548
Portion (A):	\$7,994	\$7,454	\$7,454
Portion (B):	\$0	\$0	\$0
Combined	\$7,994	\$7,454	\$7,454

Possibility of Additional Premium. The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Act. The federal program established by the Act is scheduled to terminate at the end of 12/31/20 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in (B) of above may not be appropriate.

When disposition of the federal program is determined, we will recalculate the premium shown in (B) above and will charge additional premium, if indicated.

If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.

Name of Insurer: Midwest Employers Casualty Company  
Name of Insured: County of Albany



Endorsement Effective:

Policy No.:

Named Insured:

Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:  
(a) Experience Modification Factor:  
(b) Other Modification Factor:  
Normal Premium:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 6

Schedule Item 6 is amended to read as follows:

6. Specific Retention:

Classification	Specific Retention
All Other	

The term "All Other" refers to any class code on the Policy which is not specifically named above.

If an accident involves multiple Employees in separate classifications with different Specific Retentions, then the greatest of the Specific Retentions will apply.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Change in Notification Time Required for Cancellation Endorsement

Except for cancellation by us due to your failure to pay premium, the amount of advance written notice required for cancellation of this Policy is amended as follows:

For cancellation by you, \_\_\_\_\_ days advance written notice of cancellation is required.

For cancellation by us, \_\_\_\_\_ days advance written notice of cancellation is required.

As specified in NY Insurance Law §3426(e)(3) required notice shall be mailed or delivered at least thirty (30), but not more than one hundred twenty (120), days in advance of the cancellation date of this Policy.

All other terms and conditions of this Policy including any amendments thereto, that relate to cancellation remain unchanged.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Endemic Disease and Repatriation Endorsement

It is hereby agreed and understood that Endemic Disease coverage is added to this Policy.

A. How This Coverage Applies

1. This coverage applies to bodily injury by disease because of exposure occurring during the Policy Period to a disease endemic to a region outside the United States of America. Bodily injury includes resulting death.
2. The bodily injury by disease must be sustained by an Employee included in the group of Employees described in the listing below that are normally employed by you in a State listed in Schedule Item 3.
3. The bodily injury by disease must occur in the course of employment necessary or incidental to work in a State listed in Schedule Item 3.
4. The bodily injury by disease must occur while the Employee is temporarily working outside of the United States of America for you for less than ninety (90) consecutive days.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The Employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

B. Our Specific Indemnity

We will indemnify you for Loss paid by you in excess of your Specific Retention for benefits that would be required of you if you and your Employees described in the listing were subject to the Workers' Compensation Law of a State listed in Schedule Item 3.

Loss under this endorsement also shall include those transportation expenses you incur returning the Employee because of the bodily injury (or, in case of death, the Employee's body) to the location where normally employed which exceed the cost of returning the Employee if uninjured.

C. Exclusions

This Endemic Disease Endorsement does not cover:

1. Any obligation imposed by any Workers' Compensation Law or any similar law.
2. Any loss that would have been excluded under Part One of this Policy if your Employees shown under the listing below would have been subject to the Workers' Compensation Law for the applicable State named in Schedule Item 3.

D. Before We Indemnify

Before we indemnify you for Loss paid by you under the terms of this endorsement, the person(s) entitled to the benefits of this insurance must:



Endorsement Effective:

Policy No.:

Named Insured:

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1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to you their right to Recovery from others who may be responsible for the injury or death.
3. Cooperate with you, and do everything necessary to enable you to enforce the right of Recovery from others.

If the person(s) entitled to the benefits of this insurance fail to do these things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to indemnify you ends at once.

**E. Recovery**

All parts of Section K. Recovery of Part Four – Claims, of this Policy will apply.

Listing of Employees

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Foreign Endorsement

It is hereby agreed and understood that Employers Liability, Section E. Exclusions From Loss, Item 13, is deleted from this policy.

Loss under Part One of this Policy shall include those transportation expenses you incur returning the Employee because of the bodily injury (or, in the case of death, the Employee's body) to the location where normally employed which exceed the cost of returning the Employee if uninjured.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Limited Longshore and Harbor Workers' Compensation Act Endorsement

1. This endorsement applies only to the work described in the listing below as work subject to the Longshore and Harbor Workers' Compensation Act. This Policy applies to that work as though the location included in the description of the work were a "State" named in Item 3 of the Schedule Page.
2. Under Part Two – Employers Liability, Section E. Exclusions From Loss, Exclusion 15 does not apply to work subject to the Longshore and Harbor Workers' Compensation Act in paragraph 1. above.
3. Under the General Section, Section F. Workers' Compensation Law, is amended to read as follows:
  - F. Workers' Compensation Law means the workers' compensation law and occupational disease law of a State, and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), including any amendments to such law which are in effect during the Policy Period. The definition of "Workers' Compensation Law" does not include the provisions of any law that provide nonoccupational disability benefits. The definition of "Workers' Compensation Law" also does not include any other federal workers' compensation law, federal occupational disease law or any other federal law.
4. With respect to this endorsement, reimbursement by us for Loss paid by you in excess of your Specific Retention shall not exceed the benefits that would have been available under the Workers' Compensation Law of the State in which the injured Employee(s) is normally employed, if that law applied, and is further subject to Our Specific Limit as shown in the Schedule Page.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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**More Than One Premium Adjustment Endorsement**

Part Five – Premium of the Policy is amended to read as follows:

**PART FIVE - PREMIUM**

- A. Deposit and Adjustment Premiums.** At the beginning of each Payroll Reporting Period set forth in Schedule Item 12, you must pay us the Deposit Premium and any flat charges shown in the Schedule.
1. At the end of each Payroll Reporting Period set forth in Schedule Item 12 you shall owe us the amount by which the Final Premium is greater than the Deposit Premium.;
  2. At the end of the last Payroll Reporting Period, if the sum of the Deposit Premiums for all Payroll Reporting Periods is greater than the sum of the Final Premiums for all Payroll Reporting Periods, we shall owe you the difference.
- B. Payroll Report.** Within forty-five (45) days after the end of each Payroll Reporting Period, you must send us a report showing the amount of Payroll earned by your Employees during the Payroll Reporting Period. The report must show Payroll separately for each classification identified in Schedule Item 11.
- C. Final Premium.** The Final Premium due to us for each Payroll Reporting Period shall be computed as shown in Schedule Item 12(a).

Normal Premium means the sum of the products of your audited Payroll within each classification shown in Schedule Item 11 for each State named in Schedule Item 3 multiplied by the rate shown in Schedule Item 11 for the respective classification, the product of which shall be further multiplied by the Experience Modification Factor shown in Schedule Item 11(a) and/or any Other Modification Factor shown in Schedule Item 11(b).

Unless this Policy is cancelled, Final Premium shall be at least the Minimum Premium shown in the Schedule.

When determining Final Premium, any flat charges shown in the Schedule are not subject to additional computations or modification factors.

If we cancel this Policy, Final Premium shall be calculated pro rata based on the time this Policy was in force. Final Premium shall not be less than the pro rata share of the Minimum Premium shown in the Schedule.

If you cancel this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the Minimum Premium shown in the Schedule.

If this Policy is automatically cancelled because of the loss of your duly qualified self-insurer status as stated in Section A. Self-Insurance of the General Section of this Policy, you owe us the Final Premium due for all Payroll Reporting Periods. Final Premium shall be more than pro rata; it shall be based on the time this Policy was in force, and increased by the customary short rate table and procedure. Final Premium shall not be less than the total Minimum Premium shown in the Schedule.

The Final Premium due to us shall not be reduced by the existence of any other insurance, reinsurance, indemnity agreement or other reimbursement agreement protecting you against Loss covered by this Policy.

Endorsement Effective:

Policy No.:

Named Insured:

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**D. Payroll** means the gross pay of your Employees for each Payroll Reporting Period plus other amounts and items earned by your Employees as part of their pay for each Payroll Reporting Period. Payroll also includes:

1. Gross pay plus other amounts and items earned by your officers if covered under this Policy;
2. The contract price for materials and services performed by any individual deemed to be your Employee for liability purposes under the Workers' Compensation Law, if you do not have Payroll records for this individual; and
3. Assigned Payroll attributed to volunteers for whom you are legally obligated to provide benefits under the Workers' Compensation Law. Assigned Payroll means:
  - a. For volunteers other than volunteer firefighters and volunteer police officers, the federal minimum hourly wage as of the effective date of this Policy multiplied by the hours worked by the volunteers, unless the work performed by the volunteers is similar to work performed by a paid Employee who is receiving more than the federal minimum hourly wage, in which event the wage reported for the volunteer worker shall be the same as the wage reported for the paid Employee; and
  - b. For volunteer firefighters or volunteer police officers, the greater of \$12,500 per year or the same wage as reported for a paid Employee performing similar work shall be included in Payroll for each such volunteer firefighter or volunteer police officer.

Duties performed by volunteers shall be assigned to the classification code which the duties would be assigned to if performed by regular Employees.

No amount is included in Assigned Payroll for any volunteer worker who is not covered under the Workers' Compensation Law because Part One of this Policy does not apply with respect to that worker.

**E. Records.** You shall keep records of information needed to compute premium. You shall provide us with copies of those records when we ask for them.

**F. Audit.** Upon our request, you shall let us or our representatives examine and audit all your Payroll records. Payroll records include, but are not limited to, ledgers, journals, registers, vouchers, contracts, tax reports, Payroll and disbursement records, and programs for storing and retrieving data. The audits may be conducted during your regular business hours.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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New York Endorsement

This endorsement applies only to the coverage provided by this Policy because New York is named in Item 3 of the Schedule Page.

I. Item 4 of Section G. Your Specific Claims Reporting Duties of Part Four of this Policy is amended as follows:

4. **Consequence of Your Failure to Send Us a Timely First Notice of Loss.** If we are not provided written notice as required herein, we will not indemnify you for the payments you make in excess of your Retention, unless it is shown not to have been reasonably possible to give such notice within the prescribed time and the notice was given as soon as was reasonably possible.

The failure to give notice within the time prescribed by this Policy shall not invalidate any claim made by you, an injured person or any other claimant, unless such failure to provide timely notice has prejudiced us.

II. Section G. Your Specific Claims Reporting Duties of Part Four of this Policy is amended to add Item 5 as follows:

5. Written notice given by you or on your behalf to us or any of our licensed agents in the state of New York, with the particulars sufficient to identify you, shall be deemed notice on us.

III. Item 4 of Section N. Commutation by Mutual Agreement of Part Four of this Policy is amended as follows:

4. If the commuted value determined by the appraiser above is not acceptable to both parties, they shall either abandon the commutation effort or agree to settle any difference using a panel of three actuaries, one to be chosen by each party, and a third chosen by the two so chosen. If the two actuaries fail to agree on the selection of a third actuary within sixty (60) days of their appointment, each of them shall name two, of whom the other shall decline one and the decision shall be made by drawing lots. All the actuaries shall be regularly engaged in the valuation of workers' compensation claims and shall be Fellows or Associates in the Casualty Actuarial Society. None of the actuaries shall have a financial interest in nor be a current or former employee of the parties, and all of the actuaries shall be disinterested in the outcome of the commutation.

Each party shall submit its case to its actuary within sixty (60) days of the appointment of the third actuary. The decision in writing of any two actuaries (from the panel of three), when filed with the parties hereto shall be final and binding on both parties and we shall pay the amount so determined to be the commuted value of the Claim or Claims. The expense of the actuaries and of the commutation shall be equally divided between both parties. Said commutation shall take place in a New York location or as mutually agreed upon by the parties. Any commutation will require the approval of the New York Workers' Compensation Board. Subsequent disputes, if any, will not be under the purview of the New York Workers' Compensation Board.

IV. Section C. Bankruptcy or Insolvency of Part Six of this Policy is amended to read as follows:

- C. Bankruptcy or Insolvency.** In the event of your bankruptcy or insolvency or of your failure or default to comply with your obligations under the Workers' Compensation Law, we shall become jointly liable with you for any loss incurred under this Policy, which exceeds the Retention stated in the Schedule Page. In such event, the Chair of the Workers' Compensation Board or the Workers' Compensation Board may require us to pay indemnities under this Policy to someone other than you including, but not limited to the claimant, the Chair, the Aggregate Trust Fund, or any other Special Fund provided by law. Such payment will release us from liability to you to the same extent as if such indemnity had been made to you.

Endorsement Effective:

Policy No.:

Named Insured:

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In the event of your bankruptcy or insolvency or of your failure or default to comply with your obligations under the Workers' Compensation Law, the Chair of the Workers' Compensation Board will be subrogated to all of your rights under this Policy.

Nothing in this Condition will be construed to give a claimant a direct right of action against us.

V. Section I. Cancellation of Part Six of this Policy is amended to read as follows:

**I. Cancellation and Non-Renewal.**

1. Cancellation. During the first sixty (60) days this Policy is initially in effect, except for the discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder; no cancellation shall become effective until twenty (20) days after written notice is mailed or delivered to you at the mailing address shown in Item 2 of the Schedule Page and to your authorized agent or broker. In the event that the Policy is cancelled for nonpayment of premium, then notice of cancellation shall be sent informing you of the amount due and the cancellation shall not become effective until ten (10) days after the notice of cancellation is served on you and filed with the Office of the Chair.

After this Policy has been in effect for sixty (60) days unless cancelled pursuant to the paragraph above, or on or after the effective date if this Policy is a renewal, no notice of cancellation shall become effective until fifteen (15) days after written notice is mailed or delivered to you and to your authorized agent or broker, and such cancellation is based on one or more of the following with respect to this Policy:

- a. Nonpayment of premium provided, however, that a notice of cancellation on this ground shall inform you of the amount due and the cancellation shall not become effective until ten (10) days after the notice of cancellation is served on you and filed with the Office of the Chair;
- b. Conviction of a crime arising out of acts increasing the hazard insured against;
- c. Discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a claim thereunder;
- d. After issuance of the Policy or after the last renewal date, discovery of an act or omission, or a violation of any Policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current Policy Period;
- e. Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;
- f. A determination by the superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interests of our policyholders, its creditors or the public; or
- g. A determination by the superintendent that the continuation of the Policy would violate, or would place us in violation of, any provision of this chapter.

A notice of cancellation should be filed by certified or registered mail at least thirty (30) days prior to the effective date of cancellation with the Office of the Chair of the Workers' Compensation Board, 328 State Street, Schenectady, New York 12305-2318.

2. Non-Renewal. This Policy shall remain in full force and effect pursuant to the same terms, conditions and rates unless written notice is mailed or delivered by us to you, at the address shown in Item 2 of the Schedule Page, and to your authorized agent or broker, indicating our intention:



Endorsement Effective:

Policy No.:

Named Insured:

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- a. Not to renew this Policy; or
- b. To condition its renewal upon change of limits, change in type of coverage, reduction of coverage, increased retention or addition of exclusion, or upon increased premiums in excess of ten percent (exclusive of any premium increase generated as a result of increased exposure units, or as a result of experience rating, loss rating, retrospective rating or audit), except that we may also, consistent with regulations promulgated by the superintendent, condition its renewal upon requirements relating to the underlying coverage, in which event the conditional renewal notice shall be treated as an effective notice of non-renewal if such requirements are not satisfied as of the later of the expiration date of this Policy or sixty (60) days after mailing or delivery of such notice; or
- c. That this Policy will not be renewed or will not be renewed upon the same terms, conditions or rates; such alternative renewal notice must be mailed or delivered on a timely basis and advise the insured that a second notice shall be mailed or delivered at a later date indicating our intention as specified in subparagraph (a) or (b) of this Section and that coverage shall continue on the same terms, conditions and rates as the expiring Policy, until the later of the expiration date or sixty (60) days after the second notice is mailed or delivered; such alternative renewal notice also shall advise you of the availability of loss information pursuant to subsection (g) of New York Insurance section 3426 and, upon written request, we shall furnish such loss information within ten (10) days consistent with the provisions of such subsection.

The notice required shall be mailed or delivered at least thirty (30), but not more than one hundred twenty (120), days in advance of the expiration date of this Policy.

All paragraphs in this subsection shall not apply when you, an agent or broker authorized by you, or another insurer of yours has mailed or delivered written notice that this Policy has been replaced and is no longer desired.

VI. Part Six is amended to add the following sections:

K. In the event you cannot be located to proceed before the Workers' Compensation Board, we agree that:

1. Notice or knowledge of the occurrence of the injury by you is deemed notice or knowledge by us, subject to the terms and conditions of this Policy;
2. We agree to be bound by and subject to the orders, findings, decisions or awards rendered against you by the Workers' Compensation Board for payment or compensation under Workers' Compensation Law as limited by and in accordance with the terms and conditions of this Policy (and subject to the applicable Retention) for the amount of the judgment, after the applicable Retention, but in no event shall our obligation exceed this Policy's applicable Limit of Liability;
3. Where a judgment against you remains unsatisfied at the expiration of thirty (30) days from the serving of notice of entry of judgment upon you or your attorney, and upon us, then an action may, except during a stay or limited stay of execution against you on such a judgment, be maintained against us subject to the terms and conditions of this Policy (and subject to the applicable Retention) for the amount of the judgment, after the applicable Retention, but in no event shall our obligation exceed this Policy's applicable Limit of Liability; provided however, we will not pay an injured employee directly or indirectly for amounts within your Retention in the event you fail to make such payments on your own. Furthermore, an employee of yours may not make a direct claim against us for amounts covered in this Policy in the event of your insolvency or termination of operations.





Endorsement Effective:

Policy No.:

Named Insured:

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- L. This Policy covers you for all Employees employed during the Policy Period provided the compensable injury or death happened during the Policy Period and subject to all other terms and conditions of this Policy.
- M. This Policy does not cover any obligation imposed upon you by Article 9 of the Workers' Compensation Law of New York or by any provision amending or supplementing Article 9.

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Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

New York Endorsement

This endorsement applies only to the coverage provided by this policy because New York is named in Item 3 of the Schedule Page.

I. NEW YORK ENDORSEMENT ACKNOWLEDGEMENT

You acknowledge that:

- 1. Claim expenses are a part of the Loss.
- 2. The Limits of Liability contained in this Policy shall be reduced and may be completely exhausted by claim costs, and to the extent that Limits of Liability are exceeded, we shall not be liable for claim costs or for the amount of any judgment or settlement in excess of the Limits of Liability shown in the Schedule Page.
- 3. Legal defense costs may be subject to the Retentions shown in the Schedule Page.

ACKNOWLEDGED BY INSURED

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

Name: \_\_\_\_\_

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

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

This endorsement applies only to the coverage provided by this Policy because New York is named in Item 3 of the Schedule Page.

### NOTICE TO POLICYHOLDER

**The Specific Limit of Workers' Compensation Excess Indemnity shown in Items 7(a) or 8(a) of the Schedule Page, whichever is applicable, is the maximum amount we will indemnify you under Part One of this Policy for each accident or each Employee for disease. You will be solely responsible to pay any Loss under Part One that you are liable for that is in excess of the Specific Limit for Part One, without reimbursement from us, notwithstanding prior exhaustion of your Specific Retention.**

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

This endorsement applies only to the coverage provided by this Policy because New York is named in Item 3 of the Schedule Page.

### NOTICE TO POLICYHOLDER

**The Specific Limit of Employers Liability Excess Indemnity shown in Items 7(b) or 8(b) of the Schedule Page, whichever is applicable, is the maximum amount we will indemnify you under Part Two of this Policy for each accident or each Employee for disease. You will be solely responsible to pay any Loss under Part Two that you are liable for that is in excess of the Specific Limit for Part Two, without reimbursement from us, notwithstanding prior exhaustion of your Specific Retention.**

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Policyholder Disclosure Notice of Terrorism Insurance Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the "Act"), is included in your Policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism as defined in the Act, is \_\_\_\_\_, and does not include any charges for the portion of losses covered by the United States Government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Two Year Policy Short Rate Table Endorsement

If you cancel this Policy prior to the expiration of the two-year Policy Period shown in Schedule Item 5, the following short rate table will apply to the Total Estimated Policy Premium shown in Schedule Item 12(c):

Month When Cancellation Effective	Short Rate Percentage
1	13%
2	19%
3	23%
4	27%
5	31%
6	35%
7	39%
8	43%
9	47%
10	51%
11	55%
12	59%
13	63%
14	67%
15	71%
16	75%
17	79%
18	82%
19	85%
20	88%
21	91%
22	94%
23	97%
24	100%

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

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Voluntary Compensation Endorsement

It is hereby agreed and understood that Voluntary Compensation coverage is added to this Policy.

A. How This Coverage Applies

1. This coverage applies to bodily injury by accident and bodily injury by disease. Bodily injury includes resulting death.
2. The bodily injury must be sustained by an Employee included in the group of Employees described in the listing below that are normally employed by you in a State listed in Schedule Item 3.
3. The bodily injury must occur in the course of employment necessary or incidental to work in a State listed in Schedule Item 3.
4. The bodily injury must occur in a State as defined under Section G. State, of the General Section of this Policy or elsewhere if the Employee is temporarily working outside of the United States of America for you for less than ninety (90) days.
5. Bodily injury by accident must occur during the Policy Period.
6. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The Employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

B. Our Specific Indemnity

We will indemnify you for Loss paid by you in excess of your Specific Retention for benefits that would be required of you if you and your Employees described in the listing were subject to the Workers' Compensation Law of a State listed in Schedule Item 3. We will indemnify you for those amounts paid by you to the volunteers who would be entitled to them under the law.

C. Exclusions

This Voluntary Compensation Endorsement does not cover:

1. Any obligation imposed by any Workers' Compensation Law or any similar law.
2. Any loss that would have been excluded under Part One of this Policy if your Employees shown under the schedule below would have been subject to the Workers' Compensation Law for the applicable State named in Schedule Item 3.



Endorsement Effective:

Policy No.:

Named Insured:

D. Before We Indemnify

Before we indemnify you for Loss paid by you under the terms of this endorsement, the person(s) entitled to the benefits of this insurance must:

- 1. Release you and us, in writing, of all responsibility for the injury or death.
- 2. Transfer to you their right to Recovery from others who may be responsible for the injury or death.
- 3. Cooperate with you, and do everything necessary to enable you to enforce the right of Recovery from others.

If the person(s) entitled to the benefits of this insurance fail to do these things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to indemnify you ends at once.

E. Recovery

All parts of Section K. Recovery of Part Four – Claims, of this Policy will apply.

Listing of Employees

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

\_\_\_\_\_  
Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.





Legislation Text

File #: TMP-1486, Version: 1

**REQUEST FOR LEGISLATIVE ACTION**

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

Contract Authorization for Excess Insurance Policy

Date: 01/29/2020  
 Submitted By: Jennifer Clement  
 Department: Human Resources  
 Title: Commissioner  
 Phone: 518-447-5690  
 Department Rep.  
 Attending Meeting: Jennifer Clement

**Purpose of Request:**

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

**CONCERNING BUDGET AMENDMENTS**

**Increase/decrease category (choose all that apply):**

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

Revenue

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

**CONCERNING CONTRACT AUTHORIZATIONS**

**Type of Contract:**

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

**Contract Terms/Conditions:**

Party (Name/address):

Arthur J. Gallagher  
677 Broadway  
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$266,463

Scope of Services: Excess Insurance Coverage for Workers' Compensation Claims

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: CS 1722 44999

Appropriation Amount: \$266,463.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 01/01/2020-12/31/2020

Length of Contract: 1 year

Impact on Pending Litigation Yes  No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

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

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

RLA to approve the Excess Insurance Policy with Midwest Employers Casualty Company for an annual premium of \$266,463. The policy is brokered by Arthur J. Gallagher Risk Management Services.

Excess Insurance covers claims for Albany County's self-insured workers' compensation claims that exceed the specified cost limits. The premium provides an \$800,000 retention, a \$1,000,000 retention per occurrence for Police Officers, and an Employer's Liability Limit of \$2,000,000.



P. DAVID SOARES  
DISTRICT ATTORNEY

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

DAVID M. ROSSI  
CHIEF ASSISTANT DISTRICT ATTORNEY

CHERYL K. FOWLER  
DEPUTY CHIEF ASSISTANT DISTRICT  
ATTORNEY

January 17, 2020

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

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

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney.

The attached resolutions seek permission to:

- Apply and accept funding from DCJS for the Aid to Prosecution Program;
- Apply and accept funding from DCJS for the Motor Vehicle Theft and Insurance Fraud Program;
- Apply and accept funding from DCJS for the Crimes Against Revenue Program; and
- Amend the 2020 budget for the Office of the District Attorney to reallocate existing funds to comply with Criminal Justice Reforms.

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

Thank you for your assistance.

Sincerely,

P. David Soares  
Albany County District Attorney

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

**REQUEST FOR LEGISLATIVE ACTION**

**DATE:** February 5, 2020

**DEPARTMENT:**

Contact Person: Heather Orth  
 Telephone: 275 4704  
 Dept. Representative Attending  
 Committee Meeting: Heather Orth and/or David Soares, District Attorney

**PURPOSE OF REQUEST:**

- Adoption of Local Law \_\_\_\_\_
- Amendment of Prior Legislation \_\_\_\_\_
- Approval/Adoption of Plan/Procedure \_\_\_\_\_
- Bond Approval \_\_\_\_\_
- Budget Amendment (See below) \_\_\_\_\_
- Contract Authorization (See below) X
- Environmental Impact \_\_\_\_\_
- Home Rule Request \_\_\_\_\_
- Property Conveyance \_\_\_\_\_

Other: (State briefly if not listed above) X Authorization to submit an application and accepts funds from the NYS Division of Criminal Justice Services to continue the Aid to Prosecution Program.

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

Contract Terms/Conditions:

Party (Name/Address):  
NYS DCJS  
80 South Swan Street  
Albany, NY 12210  
 Amount/Rate Schedule/Fee:  
\$176,540  
 Term: 10/1/2019 – 9/30/2020

Scope of Services: Funds will be used to enhance the prosecution of repeat violent and serious felony offenders by maintaining increased levels of experienced prosecution personnel who will seek to minimize the plea-bargaining option and to impose the maximum sentence for such defendants.

Contract Funding:

Anticipated in Current Budget: Yes X No \_\_\_\_\_  
 Funding Source: State Funds  
 County Budget Accounts:  
 Revenue: A9116503325  
 Appropriation: A91165 12010; 89010; 89030; 89060  
 Bond (Res. No. & Date of Adoption) \_\_\_\_\_

**CONCERNING ALL REQUESTS:**

Mandated Program/Service: Yes \_\_\_ No X

If Mandated Cite: Authority \_\_\_\_\_

Anticipated in Current Adopted Budget: Yes X No \_\_\_

If yes, indicate Revenue/Appropriation Accounts:

Revenue: A9116503325

Appropriation: A91165 12010; 89010; 89030; 89060

Fiscal Impact – Funding: (Dollars or Percentages)

Federal \_\_\_\_\_

State 100%

County \_\_\_\_\_

Term/Length of Funding 10/1/2019 – 9/30/2020

Previous Requests for Identical or Similar Action:

Resolution/Law Number: 18-386

Date of Adoption: 9/12/18

Justification: (State briefly why legislative action is requested)

The Office of the District Attorney requests legislative authority to seek funds from NYS DCJS to continue the Aid to Prosecution program.

Back-up Material Submitted: Aid to Prosecution Award Information, previous resolution.

Submitted By: Heather Orth

Title: Confidential Assistant to the District Attorney



**Division of Criminal  
Justice Services**

**ANDREW M. CUOMO**  
Governor

**MICHAEL C. GREEN**  
Executive Deputy Commissioner

**JEFFREY P. BENDER**  
Deputy Commissioner

**Grant Award Notice**

Grantee/Contractor: Albany County District Attorney	Date: August 15, 2019		
Program Name: Aid to Prosecution	Award Amount: \$176,540		
Agency Head Name and Title: David Soares District Attorney	Term Dates: October 1, 2019 – September 30, 2020		
Email: dsoares@albanycounty.com	Project ID No.: AP19-1001-R02		
SFS Vendor ID No.: 1000002428	Contract No.: C445009		
<p><b>Additional Information:</b></p> <p>A DCJS Public Safety Grants Representative will contact your office to assist with the development of the grant contract. Please see the Contract Instruction Sheet for additional contract information and note that items are required within 30 days of receiving this letter.</p>			
<p>The award amount listed above is contingent on the availability of grant funds. If you have any questions on this award, please contact the contract or programmatic specialist listed below :</p> <p style="text-align: center;"><b><u>Questions:</u></b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> <p>Jason Tillou Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or <a href="mailto:jason.tillou@dcjs.ny.gov">jason.tillou@dcjs.ny.gov</a></p> </td> <td style="width: 50%; border: none; vertical-align: top;"> <p>Katelyn Mallick Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or <a href="mailto:Katelyn.mallick@dcjs.ny.gov">Katelyn.mallick@dcjs.ny.gov</a></p> </td> </tr> </table>		<p>Jason Tillou Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or <a href="mailto:jason.tillou@dcjs.ny.gov">jason.tillou@dcjs.ny.gov</a></p>	<p>Katelyn Mallick Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or <a href="mailto:Katelyn.mallick@dcjs.ny.gov">Katelyn.mallick@dcjs.ny.gov</a></p>
<p>Jason Tillou Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or <a href="mailto:jason.tillou@dcjs.ny.gov">jason.tillou@dcjs.ny.gov</a></p>	<p>Katelyn Mallick Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 457-3776 or <a href="mailto:Katelyn.mallick@dcjs.ny.gov">Katelyn.mallick@dcjs.ny.gov</a></p>		

Congratulations on your award. DCJS looks forward to working with you on this important project.

RESOLUTION NO. 386

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE AID TO PROSECUTION PROGRAM**

Introduced: 9/12/18  
By Law Committee:

WHEREAS, The NYS Division of Criminal Justice Services operates an Aid to Prosecution Program which provides funds to strengthen the prosecution for repeat violent and serious felony offenders by maintaining increased levels of experienced prosecutors, and

WHEREAS, The District Attorney's Office has received notification of an award from the NYS Division of Criminal Justice Services in the amount of \$176,540 for the period beginning October 1, 2018 and ending September 30, 2019 and requested authorization to submit a grant application and enter into an agreement regarding the Aid to Prosecution Program, now, therefore be it

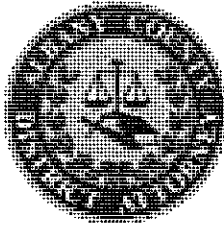
RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application and enter into an agreement with the NYS Division of Criminal Justice Services for the period beginning October 1, 2018 and ending September 30, 2019 in an amount not to exceed \$176,540 regarding the Aid to Prosecution Program, and, be it further

RESOLVED, That the County Attorney is authorized to approve said grant application and 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 – 9/12/18*





P. DAVID SOARES  
DISTRICT ATTORNEY

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

DAVID M. ROSSI  
CHIEF ASSISTANT DISTRICT ATTORNEY

CHERYL K. FOWLER  
DEPUTY CHIEF ASSISTANT DISTRICT  
ATTORNEY

January 17, 2020

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

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

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney.

The attached resolutions seek permission to:

- Apply and accept funding from DCJS for the Aid to Prosecution Program;
- Apply and accept funding from DCJS for the Motor Vehicle Theft and Insurance Fraud Program;
- Apply and accept funding from DCJS for the Crimes Against Revenue Program; and
- Amend the 2020 budget for the Office of the District Attorney to reallocate existing funds to comply with Criminal Justice Reforms.

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

Thank you for your assistance.

Sincerely,

P. David Soares  
Albany County District Attorney

<b>FOR COUNSEL USE ONLY</b>	
Date Received:	_____
Received By :	_____
Method: Hand:	_____
Courier:	_____
Mail :	_____

**REQUEST FOR LEGISLATIVE ACTION**

**DATE:** February 5, 2020  
**DEPARTMENT:** Office of the District Attorney  
 Contact Person: Heather Orth  
 Telephone: 275-4704  
 Dept. Representative Attending  
 Committee Meeting: District Attorney David Soares and/or Heather Orth

**PURPOSE OF REQUEST:**

Adopting of Local Law	_____
Amendment of prior Legislation	_____
Approval/Adoption of Plan/Procedure	_____
Bond Approval	_____
Budget Amendment (See Below)	_____
Contract Authorization (See below)	X
Environmental Impact	_____
Home Rule Request	_____
Property Conveyance	_____
Other: (State briefly if not listed above)	X Permission to submit an application for state funds

**CONCERNING BUDGET AMENDMENTS**  
**STATE THE FOLLOWING:**

Increase Account/Line No. \_\_\_\_\_  
 Source of Funds: \_\_\_\_\_  
 Title Change: \_\_\_\_\_

**CONCERNING CONTRACT AUTHORIZATION**  
**STATE THE FOLLOWING: N/A**

**TYPE OF CONTRACT**

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

**STATE THE FOLLOWING :N/A**

Contract Terms/Conditions:

Party (Name/Address):

Division of Criminal Justice Services, Office of Program Development and Funding,  
80 South Swan Street, NY 12207

Amount/Raise Schedule/Fee: \_\_\_\_\_

Term: January 1, 2020 – December 31, 2020

Scope of Services: These funds will support the Motor Vehicle Theft and Insurance Fraud  
Prevention program.

**Contract Funding:**

Anticipated in Current Budget: Yes Yes X No \_\_\_\_\_

Funding Source: State Funds

County Budget Accounts

Revenue: A31165.0.3498

Appropriation: A91165, 22050, 44039, 12010; 89010; 89030; 89060

Bond (Res.No. & Date of Adoption) \_\_\_\_\_

**CONCERNING ALL REQUESTS:**

Mandated Program/Service: Yes \_\_\_\_\_ No X

If Mandated Cite: Authority \_\_\_\_\_

Anticipated in Current Adopted Budget: Yes X No \_\_\_\_\_

If yes indicate Revenue/Appropriation Account: A31165.0.3498

A91165 22050, 44039, 12010; 89010; 89030; 89060

**Fiscal Impact - Funding: (Dollars or Percentages)**

Federal \_\_\_\_\_

State \$65,050

County \_\_\_\_\_

Term/Length of Funding One Year

Other Reimbursement: \_\_\_\_\_

**Previous Requests for Identical or Similar Action:**

Resolution /Law Number 18-450

Date of Adoption: 10/9/18

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

This resolution is requested to provide the authority to apply, accept and enter into the contract with the Department of Criminal Justice Services for the Motor Vehicle Theft and Insurance Fraud Prevention Program.

**Back-up Material Submitted:** Grant Award Letter, previous resolution.

Submitted By: Heather Orth

Title: Confidential Assistant to the District Attorney



**Division of Criminal  
Justice Services**

**ANDREW M. CUOMO**  
Governor

**MICHAEL C. GREEN**  
Executive Deputy Commissioner

**JEFFREY P. BENDER**  
Deputy Commissioner

## Grant Award Notice

Grantee/Contractor: Albany County District Attorney	Date: 9/27/19
Program Name: Motor Vehicle Theft and Insurance Fraud Prevention (MVTIFP)	Award Amount: \$65,050
Agency Head Name and Title: District Attorney David Soares	Term Dates: 1/1/20-12/31/20
Email: dsoares@albanycounty.com	Project ID No.: MV19-1027-R02
	Contract No.: C464316
<p><b>Additional Information:</b> This is the second of two optional 1-year renewals from your original 2017-2018 MVTIFP award. Please see the Contract Instruction Sheet for further details on the processing of your renewal contract.</p>	
<p>The award amount listed above is contingent on the availability of grant funds. If you have any questions on this award, please contact the contract or programmatic specialist listed below :</p> <p><b><u>Contract and Programmatic Questions</u></b></p> <p>Jason Tillou Criminal Justice Program Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-2729 or <a href="mailto:Jason.Tillou@dcjs.ny.gov">Jason.Tillou@dcjs.ny.gov</a></p>	

Congratulations on your award. DCJS looks forward to working with you on this important project.

RESOLUTION NO. 450

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE MOTOR VEHICLE THEFT AND INSURANCE FRAUD PREVENTION PROGRAM**

Introduced: 10/9/18  
By Law Committee:

WHEREAS, The Albany County District Attorney has been notified by the NYS Division of Criminal Justice Services that funding in the amount of \$65,050 is available regarding the Motor Vehicle Theft and Insurance Fraud Prevention Program for the period January 1, 2019 to December 31, 2019, and

WHEREAS, The District Attorney's Office indicated that the grant will pay the salaries and benefits of staff to supervise the prosecution of those who engage in motor vehicle related fraud and auto theft schemes and to reduce the incidence of these crimes through the integrated efforts of city, county and state law enforcement agencies, and

WHEREAS, The District Attorney has requested authorization to submit the grant application and enter into an agreement with the Division of Criminal Justice Services regarding the aforementioned grant funding, now, therefore be it

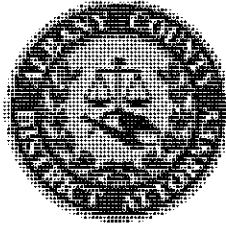
RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the NYS Division of Criminal Justice Services in the amount of \$65,050 regarding the Motor Vehicle Theft and Insurance Fraud Prevention Program, and, be it further

RESOLVED, That the County Executive is also authorized to enter into an agreement with the NYS Division of Criminal Justice Services to accept grant funding in an amount not to exceed \$65,050 regarding the Motor Vehicle Theft and Insurance Fraud Prevention Program for the period January 1, 2019 to December 31, 2019, and, be it further

RESOLVED, That the County Attorney is authorized to approve said application and 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 – 10/9/18*



P. DAVID SOARES  
DISTRICT ATTORNEY

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

DAVID M. ROSSI  
CHIEF ASSISTANT DISTRICT ATTORNEY

CHERYL K. FOWLER  
DEPUTY CHIEF ASSISTANT DISTRICT  
ATTORNEY

January 17, 2020

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

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

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney.

The attached resolutions seek permission to:

- Apply and accept funding from DCJS for the Aid to Prosecution Program;
- Apply and accept funding from DCJS for the Motor Vehicle Theft and Insurance Fraud Program;
- Apply and accept funding from DCJS for the Crimes Against Revenue Program; and
- Amend the 2020 budget for the Office of the District Attorney to reallocate existing funds to comply with Criminal Justice Reforms.

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

Thank you for your assistance.

Sincerely,

P. David Soares  
Albany County District Attorney

<b>FOR COUNSEL USE ONLY</b>	
_____	
Date Received:	_____
Received By :	_____
Method: Hand:	_____
Courier:	_____
Mail :	_____

**REQUEST FOR LEGISLATIVE ACTION**

**DATE:** February 5, 2020  
**DEPARTMENT:** Office of the District Attorney  
 Contact Person: Heather Orth  
 Telephone: 275-4704  
 Dept. Representative Attending  
 Committee Meeting: District Attorney David Soares and/or Heather Orth

**PURPOSE OF REQUEST:**

Adopting of Local Law	_____
Amendment of prior Legislation	_____
Approval/Adoption of Plan/Procedure	_____
Bond Approval	_____
Budget Amendment (See Below)	_____
Contract Authorization (See below)	X
Environmental Impact	_____
Home Rule Request	_____
Property Conveyance	_____
Other: (State briefly if not listed above)	X Permission to submit an application for state funds

**CONCERNING BUDGET AMENDMENTS**

**STATE THE FOLLOWING:**

Increase Account/Line No. \_\_\_\_\_  
 Source of Funds: \_\_\_\_\_  
 Title Change: \_\_\_\_\_

**CONCERNING CONTRACT AUTHORIZATION**

**STATE THE FOLLOWING: N/A**

**TYPE OF CONTRACT**

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







**Division of Criminal  
Justice Services**

**ANDREW M. CUOMO**  
Governor

**MICHAEL C. GREEN**  
Executive Deputy Commissioner

**JEFFREY P. BENDER**  
Deputy Commissioner

## Grant Award Notice

Grantee/Contractor: <b>Albany County District Attorney</b>	Date: <b>October 3, 2019</b>
Program Name: <b>Crimes Against Revenue Program (CARP)</b>	Award Amount: <b>\$299,710</b>
District Attorney Name: <b>David Soares, District Attorney</b>	Term Dates: <b>January 1, 2020 to December 31, 2020</b>
Email: <b>dsoares@albanycounty.com</b>	Project ID No.: <b>CR19-1027-R01</b>
	Contract No.: <b>C445117</b>
<b>Additional Information:</b>	
<p>This is the first of two optional 1-year renewals to your 2018-19 CARP contract. Your Program Representative will contact your office to assist in the development of the grant contract. Please see the CARP Contract Instruction Sheet for additional contract information and note that items are required within 30 days of receiving this letter.</p>	
<p>The Crimes Against Revenue Program (CARP) is managed by the New York State Division of Criminal Justice Services (DCJS) in coordination with the Department of Taxation and Finance (DTF). The award amount listed above is contingent on the availability of grant funds. If you have any questions on this award, please contact the grant contract specialist listed below:</p> <p style="text-align: center;"> <b>Katelyn Mallick</b>            Public Safety Grant Representative            NYS Division of Criminal Justice Services            Office of Program Development and Funding            (518) 457-3776 or <a href="mailto:Katelyn.mallick@dcjs.ny.gov">Katelyn.mallick@dcjs.ny.gov</a> </p>	

Congratulations on your award. DCJS, in coordination with DTF, looks forward to working with you on this important project.

RESOLUTION NO. 242

AUTHORIZATION TO SUBMIT A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE CRIMES AGAINST REVENUE PROGRAM

Introduced: 6/10/19

By Audit and Finance Committee:

WHEREAS, The District Attorney's Office has requested authorization to apply for grant funding and to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Crimes Against Revenue Program in the amount of \$299,710 for a term commencing January 1, 2019 and ending December 31, 2019, and

WHEREAS, The District Attorney's Office has indicated that the Crimes Against Revenue Program funding will facilitate the investigation and prosecution of those who commit crimes against State revenues, such as criminal failure to pay tax obligations associated with legal and illegal activities, and include specific and general deterrence of such crimes and the payment of restitution to New York State, and

WHEREAS, The District Attorney has requested a budget amendment in order to incorporate a portion of the funding that will be received, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to apply for grant funding and enter into an agreement with the New York State Division of Criminal Justice Services regarding the Crimes Against Revenue Program in the amount of \$299,710 for a term commencing January 1, 2019 and ending December 31, 2019, and, be it further

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

Increase Revenue Account A3335 Crimes Against Revenue Grant by \$13,010

Increase Appropriation Account A1165.1 by \$759 by increasing Line Item A1165 1 4020 001 Criminal Forensic Auditor by \$759 with an annual salary of \$65,705

Increase Appropriation Account A1165.2 by \$12,250 by increasing Line Item A1165 2 2050 Computer Equipment by \$12,250

and, be it further

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 10<sup>th</sup> day of June, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.

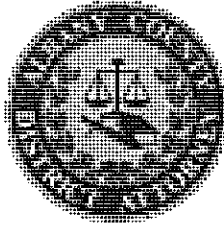


IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12<sup>th</sup> day of June, 2019..

A handwritten signature in cursive script, appearing to read "Paul J. Deane".

---

Clerk, Albany County Legislature



P. DAVID SOARES  
DISTRICT ATTORNEY

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

DAVID M. ROSSI  
CHIEF ASSISTANT DISTRICT ATTORNEY

CHERYL K. FOWLER  
DEPUTY CHIEF ASSISTANT DISTRICT  
ATTORNEY

January 17, 2020

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

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

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney.

The attached resolutions seek permission to:

- Apply and accept funding from DCJS for the Aid to Prosecution Program;
- Apply and accept funding from DCJS for the Motor Vehicle Theft and Insurance Fraud Program;
- Apply and accept funding from DCJS for the Crimes Against Revenue Program; and
- Amend the 2020 budget for the Office of the District Attorney to reallocate existing funds to comply with Criminal Justice Reforms.

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

Thank you for your assistance.

Sincerely,

P. David Soares  
Albany County District Attorney

<b>FOR COUNSEL USE ONLY</b>	
_____	
Date Received:	_____
Received By :	_____
Method: Hand:	_____
Courier:	_____
Mail :	_____

**REQUEST FOR LEGISLATIVE ACTION**

**DATE:** January 17, 2020

**DEPARTMENT:** Office of the District Attorney

Contact Person: Heather Orth

Telephone: 275-4704

Dept. Representative Attending  
Committee Meeting: District Attorney David Soares and/or Heather Orth

**PURPOSE OF REQUEST:**

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

**CONCERNING BUDGET AMENDMENTS**

**STATE THE FOLLOWING:**

Increase Account/Line No. A91165 12017; 12011; 14021; 12558; 12012; 16412; 12262

Source of Funds: A91165 16192; 15025; 12710; 14022; 11150; 15015

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

**CONCERNING CONTRACT AUTHORIZATION**

**STATE THE FOLLOWING: N/A**

**TYPE OF CONTRACT**

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

**CONCERNING CONTRACT AUTHORIZATION (Cont'd)**

**STATE THE FOLLOWING :N/A**

Contract Terms/Conditions:

Party (Name/Address):

\_\_\_\_\_

Amount/Raise Schedule/Fee:

\_\_\_\_\_

Term:

Scope of Services:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Funding:

Anticipated in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

Funding Source:

County Budget Accounts \_\_\_\_\_

Revenue: \_\_\_\_\_

Appropriation: \_\_\_\_\_

Bond (Res.No. & Date of Adoption) \_\_\_\_\_

**CONCERNING ALL REQUESTS:**

Mandated Program/Service: Yes \_\_\_\_\_ No \_\_\_\_\_

If Mandated Cite: Authority \_\_\_\_\_

Anticipated in Current Adopted Budget: Yes \_\_\_\_\_ No \_\_\_\_\_

If yes indicate Revenue/Appropriation Account: \_\_\_\_\_

Fiscal Impact - Funding: (Dollars or Percentages)

Federal \_\_\_\_\_

State \_\_\_\_\_

County 0 \_\_\_\_\_

Term/Length of Funding \_\_\_\_\_

Other Reimbursement: \_\_\_\_\_

Previous Requests for Identical or Similar Action:

Resolution /Law Number \_\_\_\_\_

Date of Adoption: \_\_\_\_\_

Justification: (State briefly why legislative action is requested)

The attached resolution seek permission to amend the 2020 budget for the Office of the District Attorney to reallocate existing funds to comply with Criminal Justice Reforms. When the budget was submitted and accepted, the full extent of Reforms were not know. Now that the new laws have been in implemented, these small, budget neutral, changes will allow for compliance based on actual needs rather than anticipated needs.

Back-up Material Submitted: Budget amendment spreadsheet.

Submitted By:

Heather Orth

Title:

Confidential Assistant to the District Attorney

APPROPRIATIONS						
ACCOUNT I	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME	
A9 1165	1 5025 004 LEGAL SECRETARY		42,188	0	District Attorney	
A9 1165	1 5025 007 LEGAL SECRETARY		42,917	0	District Attorney	
A9 1165	1 2017 004 CRIMINAL LAW ASSOCIATE	39,826		54,122	District Attorney	
A9 1165	1 2017 005 CRIMINAL LAW ASSOCIATE	39,826		54,122	District Attorney	
A9 1165	1 2710 001 DATABASE ADMINISTRATOR		86,000	0	District Attorney	
A9 1165	1 2011 003 ADA VI	75,669		102,832	District Attorney	
A9 1165	1 4022 001 CRIMINAL INVESTIGATOR PT		31,212	0	District Attorney	
A9 1165	1 4022 002 CRIMINAL INVESTIGATOR PT		31,212	0	District Attorney	
A9 1165	1 4021 007 CRIMINAL INVESTIGATOR	48,349		65,705	District Attorney	
A9 1165	1 4021 008 CRIMINAL INVESTIGATOR	48,349		65,705	District Attorney	
A9 1165	1 1150 002 BUREAU CHIEF ASSISTANT DA		88,070	0	District Attorney	
A9 1165	1 2558 001 CONFIDENTIAL ASSISTANT TO DA	16,677		116,904	District Attorney	
A9 1165	1 2012 006 ADA V	67,704		92,008	District Attorney	
A9 1165	1 5015 002 ATTORNEYS TRIAL ASSISTANT		65,000	0	District Attorney	
A10 1165	1 7107 001 CLERK OF THE WORKS (DA)	47,830		65,000	District Attorney	
A9 1165	1 6412 001 RECEPTIONIST	840		42,840	District Attorney	
A9 1165	1 2262 001 CRIME VICTIM PROGRAM COORD	1,530		78,030	District Attorney	

TOTAL APPROPRIATIONS 386,598.74 386,598.74 737,268.00

ESTIMATED REVENUES						
ACCOUNT I	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	
	TOTAL ESTIMATED REVENUES	<u>0.00</u>	<u>0.00</u>			
	GRAND TOTALS	<u>386,598.74</u>	<u>386,598.74</u>			

**RESOLUTION NO. 79**

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

Introduced: 2/10/20

By Messrs. A. Joyce and Peter:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "A" for 2020, "A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING SECTION 603 OF THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS SUBSEQUENTLY AMENDED TO CHANGE THE PROCESS FOR THE RELEASE OF THE TENTATIVE ANNUAL BUDGET" be held by the County Legislature in the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York at 7:15 p.m. on Tuesday, March 24, 2020, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

*Referred to Law and Audit and Finance Committees – 2/10/20*



**RESOLUTION NO. 80**

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “B” FOR 2020**

Introduced: 2/10/20

By Messrs. Reinhardt and Peter:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “B” for 2020, “A LOCAL LAW OF THE COUNTY OF ALBANY TO PROHIBIT WASTE BURNING AND TO PROTECT THE CLEAN AIR OF ALBANY COUNTY” be held by the County Legislature in the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York at 7:15 p.m. on Tuesday, March 24, 2020, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

*Referred to Law and Conservation, Sustainability and Green Initiatives Committees – 2/10/20*

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

**A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING SECTION 603 OF THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS SUBSEQUENTLY AMENDED TO CHANGE THE PROCESS FOR THE RELEASE OF THE TENTATIVE ANNUAL BUDGET**

Introduced: 2/10/20

By Messrs. A. Joyce, O'Brien, Peter:

PURSUANT TO SECTIONS 10 AND 33 OF THE MUNICIPAL HOME RULE LAW AND SECTION 2702 OF THE ALBANY COUNTY CHARTER

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

SECTION 1. Section 603 (d) of the Albany County Charter is hereby amended to read as follows:

Elements of the tentative annual budget. Upon completion of her review, the Commissioner of the Department of Management and Budget shall prepare the tentative annual budget for the County Executive, which shall be filed with the Clerk on or before [October 10] September 15. Upon such filing, the tentative annual budget submission shall become a public record in the office of the Clerk, and copies of it shall be made available by the Clerk for distribution. Elements of the tentative annual budget submission shall be in compliance with the provisions of County law and include such material as the County Executive deems desirable, or the County Legislature may require. In addition, such submission shall include, but not be limited to: Legislative Intent and purpose.

SECTION 2. If any article, section, paragraph, phrase or sentence of this local law is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion thereof.

SECTION 3. Effective Date

This local law shall take effect immediately upon filing in the Office of the Secretary of State.

*Referred to Law and Audit and Finance Committees – 2/10/20*

## LOCAL LAW NO. "B" FOR 2020

### A LOCAL LAW OF THE COUNTY OF ALBANY TO PROHIBIT WASTE BURNING AND TO PROTECT THE CLEAN AIR OF ALBANY COUNTY

Introduced: 2/10/20

By Messrs. Reinhardt, Miller, Mss. Cunningham, Plotsky, Messrs. Kuhn, A. Joyce, Ms. Chapman, Messrs. Cleary, Fein, Mss. Lekakis, McLaughlin, McLean Lane, Messrs. Reidy and Peter:

#### Section 1: TITLE

This Local Law shall be known as the "Albany County Clean Air Law."

#### Section 2: STATUTORY AUTHORIZATION

This Local Law is hereby adopted pursuant to the provisions of the New York Municipal Home Rule Law § 10(1)(ii)(a)(11), the Clean Air Act (42 U.S.C. § 7416), the Resource Conservation and Recovery Act (42 U.S.C. § 6929), New York State Air Pollution Control Act (Environmental Conservation Law §§ 19-0703 and 19-0709), and New York State Environmental Conservation Law § 27-0711.

#### Section 3: INTENT

It is the intent of this Local Law to promote and protect the public health and welfare of the residents of Albany County by prohibiting the burning or related processing of Waste.

#### Section 4: DEFINITIONS

As used in this Local Law, the following terms shall have the following meanings:

- A. NEW WASTE DISPOSAL FACILITY** shall mean any facility that, after the effective date of this Local Law:
- 1) disposes of Waste, uses Waste to heat an industrial process, or uses Waste to produce energy (heat, electricity, or a burnable fuel), and
  - 2) accomplishes this through the combustion of Waste (or gases produced on-site from the burning, gasification or pyrolysis of such Waste), or by producing a solid, liquid and/or gaseous fuel product through conversion of Waste.
  - 3) A New Waste Disposal Facility does not include:
    - i. landfills,
    - ii. publically owned treatment works,
    - iii. anaerobic digesters,
    - iv. facilities burning landfill gas or gas produced from anaerobic digestion, unless they are also burning Waste,

- v. systems used exclusively for on-site space heating purposes at a residential home,
- vi. manufacturing facilities that, on a consistent basis as part of their operations, have, prior to the effective date of this law, burned Waste generated on-site from their own manufacturing process, and plan to continue burning the same types of Waste, or
- vii. facilities that burned an average of at least 10 tons of Waste per day throughout calendar year 2019.

B. **RESPONSIBLE OFFICIAL** shall mean the natural person who is on file with the New York State Department of Environmental Conservation (DEC) as the Responsible Official, as defined in 6 NYCRR 201-2(b)(28). If no such individual properly meeting that definition is currently on file with DEC, the Responsible Official shall be the owner of the New Waste Disposal Facility. If the owner is a business entity, then the Responsible Official(s) shall be the person or persons sharing the highest level of decision-making power within the business entity.

C. **PERSON** shall mean any natural person, general or limited partnership, corporation, limited liability company, limited liability partnership, firm, association or organization, trust or other legal entity, or any combination thereof, and the agent(s) or employee(s) thereof.

D. **BURNING AND/OR PROCESSING** shall mean any type of combustion process involving any waste, including for use as a fuel in recovering useable energy.

E. **COMBUSTION** shall mean the thermal treatment of waste in a device which uses elevated temperatures as the primary means to change the chemical, physical, or biological character or composition of the waste. Examples of the combustion process include incineration, pyrolysis, and fluidized bed.

F. **WASTE** shall mean:

- i. all putrescible and non-putrescible materials or substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, sludges from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris, discarded automobiles and offal but not including sewage and other highly diluted water carried materials or substances and those in gaseous form; and
- ii. solid waste as defined by 6 NYCRR 360.2(1) and 42 USC 6903(27); and
- iii. biosolids; and
- iv. hazardous waste as defined by NY Environmental Conservation Law § 27-0901(3); and

- v. waste as defined by NY Environmental Conservation Law § 27-0901(11); and
- vi. high-level radioactive waste; and
- vii. transuranic waste; and
- viii. regulated medical waste as defined by NY Environmental Conservation Law § 27-1501(1); and
- ix. automobile shredder residue; and
- x. discarded automobiles; and
- xi. waste tires as defined by NY Environmental Conservation Law § 27-1901(13); and
- xii. pharmaceutical wastes or expired pharmaceuticals; and
- xiii. disaster debris; and
- xiv. electronic wastes; and
- xv. processed engineered fuel; and
- xvi. refuse derived fuels; and
- xvii. the solid residue of any air or water pollution control device.

**Section 5: PROHIBITION**

No person shall be permitted to burn or otherwise use the combustion process to dispose of waste at a New Waste Disposal Facility in Albany County.

**Section 6: PENALTIES FOR OFFENSES**

A. Failure to comply with any of the provisions of this Local Law shall be a violation as contemplated by Article 10 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of up to \$2,000 or imprisonment of the Responsible Official for not more than 10 days, or both, for the first offense. A second offense shall be a misdemeanor as contemplated by Article 10 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine up to \$5,000 or imprisonment of the Responsible Official for a period of not more than 30 days, or both. All subsequent offenses shall be a misdemeanor punishable of a fine up to \$10,000 or imprisonment of the Responsible Official for a period of not more than 50 days, or both. For purposes of this subsection, each day of noncompliance with this Local Law shall constitute a separate and distinct offense.

B. Injunctions; concurrent remedies.

- i. In addition to any other remedy provided herein, the County of Albany may institute a suit in equity where unlawful conduct exists for an injunction to restrain a violation of this article.
- ii. In addition, any officer enforcing this law may issue stop work orders or compliance notices relative to any violation of this Local Law.
- iii. The penalties and remedies prescribed by this article shall be deemed concurrent. The existence or exercise of any remedy shall not prevent

the County of Albany from exercising any other remedy provided herein or otherwise provided at law or equity.

iv. The terms and provisions of this article are to be liberally construed, so as best to achieve and effectuate the goals and purposes hereof.

C. In the event the County desires or is required to take legal action to enforce this Local Law, the violator will be responsible for any and all necessary costs and expenses incurred by the County relative thereto, including attorneys', engineering, consulting, and experts' fees; provided, however, any responsibility or liability therefor, and the amount thereof, shall be determined by a court or other tribunal of competent jurisdiction, and this clause shall be interpreted, construed, and applied only to the maximum extent permitted by applicable law.

## **Section 7: ENFORCEMENT AND ADMINISTRATION**

Enforcement of this Local Law shall be the responsibility of the law enforcement agencies within the County.

## **Section 8: SEVERABILITY**

If any provisions of this Local Law are held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of this Local Law shall remain in effect.

## **Section 9: CONFLICTS OF LAW**

Whenever any Local Law, Chapter, Ordinance or Regulation of the County of Albany, State of New York, or United States of America is inconsistent with this Local Law, whichever Local Law, Chapter, Ordinance or Regulation is more stringent shall supersede the less stringent Local Law, Chapter, Ordinance or Regulation.

## **Section 10: EFFECTIVE DATE**

This Local Law shall take effect upon filing with the Secretary of State.

*Referred to Law and Conservation, Sustainability and Green Initiatives  
Committees – 2/10/20*